



CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, January 27, 2026 at 6:30 PM

AGENDA

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

CITY COUNCIL, NORMAN UTILITIES AUTHORITY, NORMAN MUNICIPAL AUTHORITY, AND NORMAN TAX INCREMENT FINANCE AUTHORITY

You are required to sign up in advance of the meeting on the City's webpage, by calling the City Clerk's Office (405-366-5406), or at the Council Chambers prior to the start of the meeting with your name, ward, and item you wish to speak to including whether you are a proponent or opponent. When the time comes for public comments, the Clerk will call your name and you can make your way to the podium. Comments may be limited on items of higher interest, if so, the Mayor will announce that at the beginning of the meeting. Participants may speak one time only up to 4 minutes per person per item. There will be no yielding of time to another person. Sign up does not guarantee you will get to speak if the allotted time for that item has already been exhausted. If there is time remaining after those registered to speak have spoken, persons not previously signed up may have the opportunity to speak. Comments received must be limited to the motion on the floor only.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

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 1 through Item 30 be placed on the consent docket.

APPROVAL OF MINUTES

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

CITY COUNCIL SPECIAL MEETING MINUTES OF JANUARY 13, 2026.

CITY COUNCIL STUDY SESSION MEETING MINUTES OF, JANUARY 6, 2026.

First Reading Ordinance

2. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-6 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE THE SOUTHWEST QUARTER (SW/4) OF SECTION FOUR (4), TOWNSHIP EIGHT NORTH (T8N), RANGE TWO WEST (R2W) OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND I-1, LIGHT INDUSTRIAL DISTRICT, AND PLACE SAME IN A PUD, PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1751 E. IMHOFF ROAD; WARD 1)

Appointments

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

BOARD OF APPEALS

TERM: 02-03-26 TO 02-03-29, LEANNA RITCHER - WARD 2

TERM: 02-03-26 TO 02-03-29, JON HORN - WARD 3

BICYCLE ADVISORY COMMITTEE

TERM: 02-13-26 TO 02-13-29, HAL CANTWELL- WARD 3

TERM: 02-13-26 TO 02-13-29, PAUL WARREN - WARD 7

TERM: 02-13-26 TO 02-13-29, ALEX LANPHERE - WARD 2

SOCIAL AND VOLUNTARY SERVICES COMMISSION

TERM: 01-27-26 TO 12-09-28, SCOTT MEIER - WARD 3

TERM: 01-27-26 TO 12-09-28, SANDY DUNCAN - WARD 3

Reports/Communications

4. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF THE MONTHLY DEPARTMENTAL REPORT FOR THE MONTH OF DECEMBER 2025.

5. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF DECEMBER 31, 2025, AND DIRECTING THE FILING THEREOF.
6. CONSIDERATION OF ACKNOWLEDGEMENT, ACCEPTANCE, AMENDMENT AND/OR POSTPONEMENT OF THE RECEIPT OF THE 2025 LONG RANGE TRANSIT PLAN (LRTP) FOR CENTRAL OKLAHOMA AS COMPLETED AND ADOPTED BY THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG).
7. CONSIDERATION OF ACKNOWLEDGEMENT, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF RECEIPT OF THE NORMAN FORWARD FINANCIAL OVERSIGHT BOARD ANNUAL REPORT FROM JANUARY 1, 2025, THROUGH DECEMBER 31, 2025.

Authorization for Purchase

8. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AUTHORIZATION TO PURCHASE ONE (1) NEW CNG CUTAWAY TRANSIT BUS TO REPLACE UNIT 5-2471 IN THE PARATRANSIT FLEET FROM TESCO IN THE AMOUNT OF \$192,455 UTILIZING THE STATE OF OHIO CONTRACT NUMBER DOT24824-3; AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

Acceptance of Deed

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF DEDICATION/DONATION FROM LANDMARK LAND COMPANY, L.L.C., OF 0.1094 ACRES OF REAL PROPERTY LEGALLY DESCRIBED AS MONTE VISTA ESTATES PHASE 1 BLOCK B LOCATED IN SECTION 16, RANGE 2 W, TOWNSHIP 9 N. (WARD 6)

Certificate of Survey

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2526-5: FOR FISCHER ACRES II, (GENERALLY LOCATED ONE-HALF MILE SOUTH OF EAST LINDSEY STREET AND ONE-FOURTH MILE WEST OF 156TH AVENUE S.E. OFF OF HAYFIELD ROAD (PRIVATE) (Ward 5).

Easement

11. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE PARTIAL RELEASE OF EASEMENT E-1718-38 AND THE RELEASE OF EASEMENT E-2021-82: SANITARY SEWER EASEMENTS, LOCATED WITHIN THE PROPERTY BEING PLATTED AS TURTLE CROSSING PHASE 2 (GENERALLY LOCATED SOUTH OF EAST LINDSEY STREET AND ½ MILE EAST OF 24TH AVENUE S.E.) (WARD 5).

Final Plat

12. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF FP-2526-13: FINAL PLAT FOR UNIVERSITY NORTH PARK ADDITION, SECTION XXIV A PLANNED UNIT DEVELOPMENT, (GENERALLY LOCATED ¼ MILE EAST OF 24TH AVENUE N.W. AND ½ MILE SOUTH OF ROCK CREEK ROAD. (WARD 8).

Contracts

13. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT TWO TO CONTRACT K-1920-22: BY AND BETWEEN THE CITY OF NORMAN AND OLSSON, INC., INCREASING THE CONTRACT AMOUNT BY \$587,889.01 FOR A REVISED CONTRACT AMOUNT OF \$1,691,853.78 TO PROVIDE CONTINUED 2019 BOND PROGRAM MANAGEMENT THROUGH 2030. (City)
14. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT TWO TO CONTRACT K-2223-85: BETWEEN THE CITY OF NORMAN AND OLSSON, INC. FOR ADDITIONAL DESIGN ENGINEERING SERVICES TO THE 36TH AVENUE SE WIDENING 2019 BOND PROJECT – CEDAR LANE ROAD TO STATE HIGHWAY 9 IN THE AMOUNT OF \$58,000.00. (Ward 1)
15. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-70: BY AND BETWEEN THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND CEC CORPORATION FOR ON-CALL ENGINEERING SERVICES ON AN AS-NEEDED BASIS. (City)
16. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2526-71: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND COWAN GROUP ENGINEERING, L.L.C., FOR ON-CALL ENGINEERING AND SURVEYING SERVICES ON AN AS-NEEDED BASIS
17. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-72: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY, NORMAN UTILITIES AUTHORITY, AND FREESE AND NICHOLS, INC., FOR ON-CALL ARCHITECTURAL SERVICES ON AN AS-NEEDED BASIS. (City)
18. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-73: BY AND BETWEEN THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND GARVER, L.L.C., FOR ON-CALL ENGINEERING AND ENVIRONMENTAL SERVICES ON AN AS-NEEDED BASIS. (City)

19. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2526-74: BY AND BETWEEN THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND HALFF AND ASSOCIATES, INC., FOR ON-CALL SURVEYING SERVICES ON AN AS-NEEDED BASIS. (City)
20. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-75: BY AND BETWEEN THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND KIMLEY HORN AND ASSOCIATES, INC., FOR ON-CALL ENVIRONMENTAL SERVICES ON AN AS-NEEDED BASIS. (City)
21. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2526-76: BY AND BETWEEN THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND KRITTENBRINK ARCHITECTURE, L.L.C., FOR ON-CALL ARCHITECTURAL SERVICES ON AN AS-NEEDED BASIS. (City)
22. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-77: BY AND BETWEEN THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND MA+ ARCHITECTURE, L.L.C., FOR ON-CALL ARCHITECTURAL SERVICES ON AN AS-NEEDED BASIS. (City)
23. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-78: BY AND BETWEEN THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND THE MCKINNEY PARTNERSHIP ARCHITECTS, P.C., FOR ON-CALL ARCHITECTURAL SERVICES ON AN AS-NEEDED BASIS. (City)
24. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2526-79: BY AND BETWEEN THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND OLSSON, INC., FOR ON-CALL ENVIRONMENTAL SERVICES ON AN AS-NEEDED BASIS. (City)
25. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-80: BY AND BETWEEN THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND PARKHILL, SMITH, & COOPER, INC., FOR ON-CALL SURVEYING SERVICES ON AN AS-NEEDED BASIS. (City)
26. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-86: BY AND BETWEEN THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND WHITE HAWK ENGINEERING & DESIGN, L.L.C., FOR ON-CALL SURVEYING SERVICES ON AN AS-NEEDED BASIS. (City)

27. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-87: BY AND BETWEEN THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND WSB L.L.C., FOR ON-CALL ENVIRONMENTAL SERVICES ON AN AS-NEEDED BASIS. (City)
28. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-126: BY AND BETWEEN THE CITY OF NORMAN AND FREESE AND NICHOLS, INC., IN THE AMOUNT OF \$99,969, FOR PROFESSIONAL SURVEY, DESIGN, ANALYSIS, AND ENGINEERING SERVICES RELATED TO THE WATER QUALITY RETROFIT OF THE SEQUOYAH TRAILS BLOCK A COMMON SPACE DETENTION POND, AS OUTLINED IN THE STAFF REPORT. (Ward 6)
29. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-132: BETWEEN THE NORMAN UTILITIES AUTHORITY AND GARVER, L.L.C., IN THE AMOUNT OF \$76,146 FOR ENGINEERING SERVICES ASSOCIATED WITH THE WATER RECLAMATION FACILITY (WRF) NON-POTABLE REUSE SYSTEM ASSESSMENT PROJECT (WW0211). (Ward 7)
30. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-140: A CONTRACT BETWEEN THE CITY OF NORMAN, OKLAHOMA, NORMAN TAX INCREMENT FINANCE AUTHORITY, NORMAN MUNICIPAL AUTHORITY, THE NORMAN UTILITIES AUTHORITY, NORMAN ECONOMIC DEVELOPMENT AUTHORITY, NORMAN PARKING AND TRANSIT AUTHORITY AND MUNICIPAL FINANCE SERVICES, INC., TO PROVIDE FINANCIAL ADVISORY SERVICES TO THE CITY OF NORMAN. (City)

NON-CONSENT ITEMS

Second Reading Ordinance

31. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-19 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 15, TOWNSHIP 8 NORTH, RANGE 2 WEST AND THE EAST HALF (E/2) OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM A PUD, PLANNED UNIT DEVELOPMENT, AND PLACE SAME IN A PUD, PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (EAST OF US HIGHWAY 77, SOUTH OF E. CEDAR LANE, AND NORTH OF POST OAK ROAD. (Ward 5)

32. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2526-11: PRELIMINARY PLAT FOR LIBERTY POINT ADDITION, A PLANNED UNIT DEVELOPMENT, LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF CLASSEN BOULEVARD (STATE HIGHWAY NO. 77) AND POST OAK ROAD (Ward 5).
33. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-13 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR A FRATERNITY OR SORORITY HOUSE IN THE R-3, MULTIFAMILY DWELLING DISTRICT, FOR THE NE/4 OF SECTION 6, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1401 COLLEGE AVENUE; WARD 7)
34. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2526-16 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 20-109 AND APPENDIX A TO ADD MASSAGE THERAPY AND BODYWORK SERVICES ESTABLISHMENT TO THE FEE SCHEDULE FOR LICENSES; AMENDING SECTION 20-202 TO CLARIFY DEFINITION OF “ADULT ENTERTAINMENT BUSINESS”; ADDING DEFINITIONS AND LICENSURE REQUIREMENTS FOR “MASSAGE THERAPY AND BODYWORK SERVICES ESTABLISHMENTS” TO CHAPTER 20; AND DELETING THE DEFINITION OF “MASSAGE PARLOR” AND SEXUAL ENCOUNTER CENTER” FROM SECTION 36-101 OF THE CODE OF THE CITY OF NORMAN, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (CITY)
35. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-18 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE A PART OF THE SOUTH HALF OF SECTION NINE (9), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE THE SAME IN THE C-2, GENERAL COMMERCIAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3400 CLASSEN BOULEVARD; WARD 7)
36. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2526-10: PRELIMINARY PLAT FOR 3400 CLASSEN BOULEVARD, GENERALLY LOCATED ¼ MILE NORTH OF CEDAR LANE ROAD ON THE WEST SIDE OF CLASSEN BOULEVARD (STATE HIGHWAY NO. 77) (Ward 7).

37. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-24 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM A PUD, PLANNED UNIT DEVELOPMENT, AND PLACE SAME IN A PUD, PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (2525 E. LINDSEY STREET, WARD 1)
38. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-25 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOT 1, BLOCK 1 OF 36TH NORTH BUSINESS PARK AND A REPLAT OF LOT 1, BLOCK 1 OF S.C.M.C. ADDITION AND LOT 6, BLOCK 1, OF BROCE INDUSTRIAL PARK OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM A PUD, PLANNED UNIT DEVELOPMENT, AND PLACE SAME IN A PUD, PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED EAST OF 36TH AVENUE N.W. APPROXIMATELY ONE-HALF MILE NORTH OF ROCK CREEK ROAD; WARD 8)
39. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-26 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, FOR CLOSURE OF SPECIFIC FIFTEEN-FOOT (15') WIDE EASEMENTS LOCATED WITHIN LOT 1, BLOCK 1, 36TH NORTH BUSINESS PARK, A PLANNED UNIT DEVELOPMENT. (WARD 8).

40. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2526-29 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN THE CITY OF NORMAN, STATE OF OKLAHOMA (THE "CITY"), ON THE 7th DAY OF APRIL, 2026, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF THE ISSUANCE OF THE BONDS OF SAID CITY IN AN AMOUNT NOT TO EXCEED THE SUM OF THIRTY-FIVE MILLION DOLLARS (\$35,000,000) TO BE ISSUED IN SERIES TO PROVIDE FUNDS FOR THE PURPOSES OF RECONSTRUCTING, REPAIRING, IMPROVING, AND REHABILITATING EXISTING STREETS, ROADS, AND INTERSECTIONS IN THE CITY (INCLUDING LIGHTING, SIDEWALKS/BIKEPATHS, LANDSCAPING, RELATED DRAINAGE IMPROVEMENTS, DRIVEWAY RECONSTRUCTION, AND OTHER RELATED IMPROVEMENTS); AND LEVYING AND COLLECTING AN ANNUAL TAX, IN ADDITION TO ALL OTHER TAXES, UPON ALL THE TAXABLE PROPERTY IN SAID CITY FOR THE PAYMENT OF THE INTEREST AND PRINCIPAL ON SAID BONDS; PROVIDING FOR ELECTION PROCEDURES; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

41. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2526-32 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTIONS 12-501 AND 12-502 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN, OKLAHOMA TO AMEND THE DEFINITION OF PERMANENT RESIDENT; PROVIDE A DEFINITION OF RECREATIONAL VEHICLES; INCREASE THE TRANSIENT GUEST ROOM TAX RATE FROM EIGHT PERCENT TO TEN PERCENT AND EXPAND THE APPLICATION OF THE TAX RATE TO INCLUDE SPACES TEMPORARILY RENTED FOR RECREATIONAL VEHICLES; ALL CONTINGENT ON VOTER APPROVAL OF ORDINANCE O-2526-33; PROVIDING FOR AN EFFECTIVE DATE FOR SAID CHANGES SUBJECT TO VOTER APPROVAL; AND PROVIDING FOR THE SEVERABILITY THEREOF.

42. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2526-33 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN SAID CITY OF NORMAN, STATE OF OKLAHOMA ON THE SEVENTH DAY OF APRIL, 2026, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED, QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF APPROVING OR REJECTING ORDINANCE NO. O-2526-32, WHICH ORDINANCE AMENDS SECTIONS 12-501 AND 12-502 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN, OKLAHOMA BY EXPANDING THE APPLICATION OF THE TAX RATE TO INCLUDE SPACES RENTED FOR OVERNIGHT STAYS IN RECREATIONAL VEHICLES AND INCREASING THE EXCISE TAX UPON THE GROSS PROCEEDS OR GROSS RECEIPTS DERIVED FROM RENTS RECEIVED FROM OCCUPANCY OF HOTEL ROOMS AND RECREATIONAL VEHICLE SPACES FROM EIGHT PERCENT TO TEN PERCENT; PROVIDING AN EFFECTIVE DATE FOR SAID INCREASE SUBJECT TO VOTER APPROVAL; AND PROVIDING FOR THE SEVERABILITY THEREOF.

43. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2526-34 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING ARTICLE II, SECTION 2 OF THE CITY CHARTER TO MOVE THE BEGINNING DATE OF COUNCILMEMBER AND MAYORAL TERMS TO THE FIRST TUESDAY FOLLOWING SCHEDULED RUN-OFF ELECTIONS BEGINNING IN 2028 FOR EVEN-NUMBERED WARDS, 2029 FOR ODD-NUMBERED WARDS, AND 2031 FOR MAYORAL TERMS; ARTICLE V, SECTION 2 OF THE CITY CHARTER TO ALLOW FOR ALTERNATIVE PROFESSIONAL CERTIFICATIONS BEYOND CERTIFIED PUBLIC ACCOUNTANT TO QUALIFY FOR THE POSITION OF CITY AUDITOR; ESTABLISHING AN EFFECTIVE DATE CONTINGENT UPON APPROVAL BY THE VOTERS AND AS PROVIDED BY LAW; AND PROVIDING FOR THE SEVERABILITY THEREOF.

44. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2526-35 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN THE CITY OF NORMAN, STATE OF OKLAHOMA, ON THE 7TH DAY OF APRIL, 2026, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF APPROVING OR REJECTING ORDINANCE O-2526-34, WHICH ORDINANCE AMENDS ARTICLE II, SECTION 2 OF THE CITY CHARTER TO MOVE THE BEGINNING DATE OF COUNCILMEMBER AND MAYORAL TERMS TO THE FIRST TUESDAY FOLLOWING SCHEDULED RUN-OFF ELECTIONS BEGINNING IN 2028 FOR EVEN-NUMBERED WARDS, 2029 FOR ODD-NUMBERED WARDS, AND 2031 FOR MAYORAL TERMS; ARTICLE V, SECTION 2 OF THE CITY CHARTER TO ALLOW FOR ALTERNATIVE PROFESSIONAL CERTIFICATIONS BEYOND CERTIFIED PUBLIC ACCOUNTANT TO QUALIFY FOR THE POSITION OF CITY AUDITOR; AND PROVIDING FOR THE SEVERABILITY THEREOF.

45. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2526-36 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN THE CITY OF NORMAN, STATE OF OKLAHOMA (THE "CITY"), ON THE 7TH DAY OF APRIL, 2026, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF THE ISSUANCE OF GENERAL OBLIGATION BONDS OF SAID CITY IN AN AMOUNT NOT TO EXCEED THE SUM OF EIGHT MILLION DOLLARS (\$8,000,000) TO BE ISSUED IN ONE OR MORE SERIES TO PROVIDE FUNDS FOR THE ACQUIRING, CONSTRUCTING, RECONSTRUCTING, EXPANDING, REPAIRING, WHICH MAY ALSO INCLUDE IMPROVING, RENOVATING, ACQUIRING AND EQUIPPING OF A COMMUNITY FACILITY TO SERVE AS A HOMELESS SHELTER AND TO BE OWNED EXCLUSIVELY BY THE CITY; TO BE COMPLETED WITH OR WITHOUT THE USE OF OTHER FUNDS, AND LEVYING AND COLLECTING AN ANNUAL TAX, IN ADDITION TO ALL OTHER TAXES, UPON ALL THE TAXABLE PROPERTY IN SAID CITY FOR THE PAYMENT OF THE INTEREST AND PRINCIPAL ON SAID BONDS; PROVIDING FOR ELECTION PROCEDURES; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

46. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2526-92: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GIVING THE SECRETARY OF THE CLEVELAND COUNTY ELECTION BOARD NOTICE OF A SPECIAL ELECTION TO BE HELD ON APRIL 7, 2026.

MISCELLANEOUS COMMENTS

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

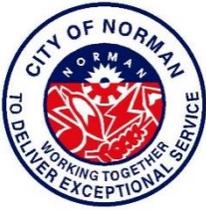
ADJOURNMENT

File Attachments for Item:

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

CITY COUNCIL SPECIAL MEETING MINUTES OF JANUARY 13, 2026.

CITY COUNCIL STUDY SESSION MEETING MINUTES OF, JANUARY 6, 2026.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/27/2026

REQUESTER: Jamie Meyer, Interim City Clerk

PRESENTER: Jamie Meyer, Interim City Clerk

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

CITY COUNCIL SPECIAL MEETING MINUTES OF JANUARY 13, 2026.

CITY COUNCIL STUDY SESSION MEETING MINUTES OF, JANUARY 6, 2026.



CITY OF NORMAN, OK CITY COUNCIL SPECIAL MEETING

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

Tuesday, January 13, 2026 at 6:00 PM

MINUTES

The City Council Special Meeting of the City of Norman, Cleveland County, State of Oklahoma, met in Special Session in the Executive Conference Room in the Municipal Building, on Tuesday, January 13, 2026 at 6:00 PM, and notice of the agenda of the meeting was posted at the Norman Municipal Building at 201 West Gray and on the City website at least 48 hours prior to the beginning of the meeting.

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

CALL TO ORDER

Mayor Holman called the meeting to order at 6:00 p.m.

PRESENT

Mayor Stephen Holman
 Councilmember Ward 1 David Gandesbery
 Councilmember Ward 2 Matthew Peacock
 Councilmember Ward 3 Robert Bruce
 Councilmember Ward 4 Helen Grant
 Councilmember Ward 5 Brandon Nofire
 Councilmember Ward 6 Joshua Hinkle
 Councilmember Ward 7 Kimberly Blodgett
 Councilmember Ward 8 Scott Dixon

AGENDA ITEMS

1. CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES, UNDER TITLE 25, SECTION 307(B)(3) TO DISCUSS THE POSSIBLE ACQUISITION OF REAL PROPERTY LOCATED IMMEDIATELY EAST OF THE CHURCH OF THE NAZARENE OF NORMAN AT 1801 N. PORTER AVENUE BETWEEN THE SUTTON PLACE ADDITION AND SUTTON WILDERNESS IN NORMAN.

Motion was made by Councilmember Ward 8 Dixon, Seconded by Councilmember Ward 2 Peacock.

Voting Yea: Mayor Holman, Councilmember Ward 1 Gandesbery, Councilmember Ward 2 Peacock, Councilmember Ward 4 Grant, Councilmember Ward 5 Nofire, Councilmember Ward 6 Hinkle, Councilmember Ward 7 Blodgett, Councilmember Ward 8 Dixon

Councilmember Ward 3 Bruce was not present when the vote took place.

The City Council adjourned into Executive Session at 6:03 p.m. Mr. Darrel Pyle, City Manager; Ms. Shannon Stevenson, Assistant City Manager; Mr. Rick Knighton, City Attorney; Ms. AshLynn Wilkerson, Assistant City Attorney; Mr. Anthony Purinton, Assistant City Attorney, Mr. Jason Olsen, Director of Parks and recreation, were in attendance at the Executive Session.

Motion made by Councilmember Ward 8 Dixon, Seconded by Councilmember Ward 6 Hinkle.

Voting Yea: Mayor Holman, Councilmember Ward 1 Gandesbery, Councilmember Ward 2 Peacock, Councilmember Ward 3 Bruce, Councilmember Ward 4 Grant, Councilmember Ward 5 Nofire, Councilmember Ward 6 Hinkle, Councilmember Ward 7 Blodgett, Councilmember Ward 8 Dixon

The Executive Session was adjourned out of and the Special Session was reconvened at 6:25 p.m.

The acquisition of real property located immediately east of the Church of the Nazaren of Norman at 1801 N. Porter Avenue between the Sutton Place Addition and Sutton Wilderness in Norman was discussed. No action was taken and no votes were cast.

ADJOURNMENT

The meeting was adjourned at 6:26 p.m.

ATTEST:

City Clerk

Mayor



CITY OF NORMAN, OK CITY COUNCIL STUDY SESSION

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

Tuesday, January 06, 2026 at 5:30 PM

MINUTES

The City Council Study Session of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Executive Conference Room in the Municipal Building, on Tuesday, January 06, 2026 at 5:30 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.

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

CALL TO ORDER

Mayor Holman called the meeting to order at 5:30 p.m.

PRESENT

- Mayor Stephen Holman
- Councilmember Ward 1 David Gandesbery
- Councilmember Ward 2 Matthew Peacock
- Councilmember Ward 3 Robert Bruce
- Councilmember Ward 4 Helen Grant
- Councilmember Ward 5 Brandon Nofire
- Councilmember Ward 6 Joshua Hinkle
- Councilmember Ward 7 Kimberly Blodgett
- Councilmember Ward 8 Scott Dixon

OTHERS PRESENT

Mr. Darrel Pyle, City Manager
 Ms. Tiffany Vrska, Chief Communications Officer
 Ms. Shannon Stevenson, Assistant City Manager
 Ms. Kathryn Walker, Assistant City Attorney
 Mr. Anthony Purinton, Assistant City Attorney
 Mr. Anthony Francisco, Finance Director
 Mr. Chris Mattingly, Utilities Director
 Mr. Jason Olsen, Director of Parks and Recreation
 Ms. Brenda Hall, City Clerk
 Ms. Jamie Meyer, Deputy City Clerk
 Mr. Lee McWhorter, Norman Police Department
 Mr. Jackson Lisle, Amber Integrated
 Mr. Derrick Paus, FSB Architects and Engineers
 Mr. Shawn Lorg, FSB Architects and Engineers

AGENDA ITEMS

1. PRESENTATION AND DISCUSSION REGARDING THE RESULTS OF THE HOMELESS SHELTER SURVEY.

Presenter: Jackson Lisle, Amber Integrated

Mr. Lisle presented the results of a survey conducted among 339 registered voters in the City of Norman between December 1–3, 2025, noting a margin of error of just over 5%. He summarized key findings, including that homelessness is widely viewed as a serious issue in the community, with broad support for the concept of a homeless shelter across demographic and political lines.

The presentation highlighted limited public awareness regarding the current City-owned, contractor-operated shelter and its funding structure, as well as limited awareness of pressures on the City's General Fund. A majority of respondents expressed support for relocating the existing shelter and showed initial majority support for a proposed 20-year bond to construct a permanent shelter, though cost and tax concerns were identified as primary drivers of opposition.

Council asked questions regarding survey methodology, sampling, voter selection, confidence levels, and question wording. Discussion also addressed how survey data has historically been used to guide public education efforts related to prior bond initiatives. Council discussed the importance of additional public education regarding shelter capacity, costs, funding sources, and the broader shelter system, including distinctions between different service providers.

2. DISCUSSION REGARDING THE DESIGN, TIMELINE AND COST ESTIMATES FOR THE CONSTRUCTION OF A HOMELESS SHELTER.

Presenters: Mr. Derrick Paus and Mr. Shawn Lorg, FSB Architects and Engineers

Mr. Jason Olsen, Director of Parks and Recreation provided a brief update indicating that direction had been given to move away from a phased construction approach in favor of a single-phase design utilizing prefabricated metal buildings to reduce costs and construction time.

Mr. Paus and Mr. Lorg, FSB Architects and Engineers, presented the conceptual site plans, floor plans, and exterior renderings for a proposed permanent homeless shelter located on Reed Avenue. The presentation included discussion of site constraints, separation of uses, security considerations, landscaping, lighting, and neighborhood compatibility. The proposed design includes separate buildings for men’s and women’s dormitories, family units, and medical respite services, as well as indoor and outdoor kennel space.

Council discussed building capacity, accessibility, security features, operational considerations, maintenance expectations, and flexibility in design elements to manage costs if needed. Preliminary cost estimates were reviewed, including an all-in project cost of approximately \$8 million, which includes design, construction, contingencies, furnishings, and site improvements. Mr. Darrel Pyle, City Manager, explained that proceeds from the potential sale of the existing Gray Street shelter property would be applied toward debt service.

Council also discussed the anticipated election timeline for a potential bond measure and the importance of public education prior to any election.

3. CONTINUED DISCUSSION REGARDING POSSIBLE AMENDMENTS TO THE GUEST ROOM TAX ORDINANCE.

Presenters: Ms. Kathryn Walker, Assistant City Attorney; Mr. Jason Olsen, Director of Parks and Recreation.

Ms. Walker reviewed proposed amendments to the guest room tax ordinance, including clarifying applicability to recreational vehicle spaces rented on a short-term basis and a proposed increase in the tax rate from 8% to 10%. She explained the need for corresponding definitional changes and reviewed draft ballot language.

Council discussed potential allocation of revenues generated by the increase, including continued funding for tourism-related entities and increased funding for parks capital improvements. Additional discussion focused on whether a portion of the increased revenue could be used for other City priorities and how such language might be perceived by voters.

Mr. Olsen provided an overview of current and projected guest room tax revenue distributions and discussed potential uses of increased funding for parks, cultural facilities, beautification, and related capital needs.

Council discussed election timing, voter fatigue, and the possibility of separating ballot questions. Direction was provided for staff to proceed with drafting an ordinance and ballot language reflecting an April election for the tax rate increase and RV applicability, with further discussion to continue regarding any future amendments to allowable uses.

4. DISCUSSION REGARDING POTENTIAL CHARTER AMENDMENTS

Presenter: Ms. Kathryn Walker, Assistant City Attorney

Ms. Walker reviewed potential Charter amendments previously discussed by Council, including clarification of City Auditor provisions, possible adjustments to Council compensation, and modification of the start date of Council and Mayor terms to reduce the delay between election and swearing-in.

Council expressed general support for advancing the amendment related to the swearing-in timeline, noting it would not impact current terms and would improve governance continuity. Council discussed deferring consideration of compensation-related amendments to a later election due to timing, ballot complexity, and the non-urgent nature of the issue.

Direction was given for staff to proceed with preparing Charter amendment language related to the swearing-in date, and Internal Auditor for the April, 2026 Elections.

ADJOURNMENT

The meeting was adjourned at 7:47 p.m.

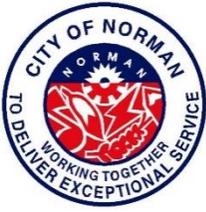
ATTEST:

City Clerk

Mayor

File Attachments for Item:

2. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-6 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE THE SOUTHWEST QUARTER (SW/4) OF SECTION FOUR (4), TOWNSHIP EIGHT NORTH (T8N), RANGE TWO WEST (R2W) OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND I-1, LIGHT INDUSTRIAL DISTRICT, AND PLACE SAME IN A PUD, PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1751 E. IMHOFF ROAD; WARD 1)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/27/26

REQUESTER: Coleraine Capital Group, Inc.

PRESENTER: Jane Hudson, Planning & Community Development Director

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-6 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE THE SOUTHWEST QUARTER (SW/4) OF SECTION FOUR (4), TOWNSHIP EIGHT NORTH (T8N), RANGE TWO WEST (R2W) OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND I-1, LIGHT INDUSTRIAL DISTRICT, AND PLACE SAME IN A PUD, PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1751 E. IMHOFF ROAD; WARD 1)

APPLICANT/REPRESENTATIVE	Coleraine Capital Group, Inc./Rieger Sadler Joyce, LLC
LOCATION	1751 E. Imhoff Road
WARD	1
CORE AREA	No
EXISTING ZONING	A-2, Rural Agricultural District, and I-1, Light Industrial District
EXISTING LAND USE	Urban High
CHARACTER AREA	Suburban Neighborhood
PROPOSED ZONING	PUD, Planned Unit Development
PROPOSED LAND USE	No change

REQUESTED ACTION

Rezoning from A-2, Rural Agricultural District, and I-1, Light Industrial District, to PUD, Planned Unit Development

SUMMARY:

The applicant, Coleraine Capital Group, Inc., requests approval of a PUD, Planned Unit Development, to allow for a multi-family apartment complex containing 456 units, for a density of 14 units per acre.

EXISTING CONDITIONS:

SIZE OF SITE: 32.50 Acres

SURROUNDING PROPERTIES

	Subject Property	North	East	South	West
Zoning	A-2 & I-1	A-2 & R-1	PUD, R-1, R-2, & RM-6	I-1	PUD
Land Use	Urban High	Urban Medium & Park	Urban Medium	Job Center	Urban Medium & Urban High
Current Use	Undeveloped	Residential & Park	Residential (Multi-Family and Single-Family)	Industrial	Residential (Multi-Family)

EXISTING ZONING DESIGNATIONS

I-1, Light Industrial District

The I-1, Light Industrial District, is intended for light manufacturing, processing, assembly, and office/warehouse uses that operate with minimal noise, odor, dust, or glare, and are confined within enclosed buildings. The district aims to support industrial operations which generate moderate traffic but do not produce the heavy traffic associated with more intensive or hazardous industrial uses. This district serves as a transitional zone between general commercial, multi-family residential areas, and heavier industrial zones, prioritizing activities that are non-disruptive to nearby properties.

A-2, Rural Agricultural District

This district is intended to provide a zoning classification for land situated relatively remote from the urban area which is used for agricultural and related purposes and will not undergo urbanization in the immediate future. The types of uses, the area and the intensity of use of land which is authorized in this district is designed to encourage and protect all agricultural uses until urbanization is warranted and the appropriate change in district classification is made. Areas included within this district are sufficiently remote from developed urban areas that exploration for and production of oil and gas will not be hazardous or detrimental to people and property within the developed portions of the City. Further, the purpose of the following regulations for properties within the Ten Mile Flat Conservation Area, is to:

- (1) Address unique conditions in the area commonly known as Ten Mile Flat, much of which land lies within the historical floodplain of Ten Mile Creek and the South Canadian River.

- (2) To protect exceptional and irreplaceable natural resources located in the Ten Mile Flat area; and
- (3) To protect against flood damage in the 100-year floodplain and other floodprone areas within the Ten Mile Flat area.

LAND USE DESIGNATION

Urban High

Highly compact, walkable pattern of urban development prioritizing alternative means of transportation. Low to no building space and separation of uses. This area is intended to create opportunities for economic activities attracting a city-wide audience, and place residents closer to services and jobs.

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

CHARACTER AREA DESIGNATION

Suburban Neighborhood

Areas where suburban residential subdivision development have occurred or are likely to occur (due to availability of water and sewer service). This area is characterized by low pedestrian orientation, existing but largely inconvenient public transit access, high to moderate degree of building and use separation, predominantly residential with scattered civic buildings and varied street patterns, often curvilinear.

In the future, the neighborhoods with good trail access and connections to surrounding services will likely continue to be highly attractive neighborhoods. Future development should elevate connectivity and Traditional Neighborhood Design (TND).

PROCEDURAL REQUIREMENTS:

PRE-DEVELOPMENT:

PD25-15 June 26, 2025

The applicant presented the PUD rezoning request for a proposed multi-family apartment development. During the meeting, neighboring residents raised several concerns, primarily related to wildlife preservation, trash management, and the potential impact on the local homeless population. Specifically, residents expressed concern about the effects of land clearing on migratory birds, deer, and owls that inhabit the wooded area. They inquired about strategies to minimize habitat disruption and preserve local wildlife. Additional concerns focused on litter, dumpster placement, and ongoing site maintenance. Neighbors voiced fears that the development could lead to increased trash in adjacent neighborhoods and create hidden areas that might attract homeless encampments within the remaining wooded sections. In response, the applicant proposed the following mitigation measures: Installation of enclosed dumpsters with regular maintenance to manage litter and reduce odors. Potential construction of a perimeter fence to deter unauthorized foot traffic and help prevent encampments in the area.

BOARD OF PARKS COMMISSIONERS:

September 4, 2025

The proposal for Fee-in-Lieu of Land was accepted by the Board of Parks Commissioners in a unanimous 6-0 vote.

SUMMARY OF APPLICATION:

Coleraine Capital Group, Inc. requests to rezone from A-2 and I-1 to a PUD for approximately 32.50 acres of land located at 1751 E. Imhoff Road. The request is to facilitate the development of a multi-family apartment complex. The application also includes a preliminary plat request. The proposed development will feature three- to five-story apartment buildings, along with accessory structures, resident amenities, and integrated open and green spaces throughout the site.

USE:

The proposed development will feature multi-family apartment buildings, accessory structures related to maintenance, and amenities such as leasing offices, pool areas, dog parks, sports courts, walking trails, and fitness stations. The complete list of the allowable uses for the property is attached as Exhibit C, Allowable Uses.

TRAFFIC ACCESS, CIRCULATION, PARKING AND SIDEWALKS:

Access to the proposed development will be provided via two driveways: (1) an entrance/exit located near the western property line and (2) an entrance/exit near the eastern property line. Driveway (1) and (2) take access from Imhoff Road, as illustrated on Exhibit B, Preliminary Site Development Plan. The parking area will comply with all applicable provisions of the City of Norman's parking ordinance and regulations. Additionally, the proposal would include a pedestrian access connection to Twisted Oak Drive. Internal sidewalks will be provided throughout the development, and a sidewalk will be installed along Imhoff Road as shown on Exhibit B.

LANDSCAPING:

Landscaping will be provided and maintained in accordance with the City of Norman's applicable landscaping regulations, Section 36-551, Landscaping Requirements for Off-Street Parking Facilities, which may be amended from time to time.

SIGNAGE:

Signs on the property will comply with the applicable Medium-Density Residential requirements in Chapter 28, Sign Regulations, which may be amended from time to time.

LIGHTING:

Exterior lighting will comply with the applicable regulations in Section 36-549, Commercial Outdoor Lighting Standards, which may be amended from time to time.

SANITATION/UTILITIES:

The project will comply with the City of Norman's applicable regulations for sanitation services. Dumpsters will be located as depicted on the Preliminary Site Development Plan. The development will connect to the City of Norman's water and wastewater systems.

FENCING/WALLS:

Fencing shall not be required on the property but may be installed around the perimeter of the property. Fencing placement and heights shall comply with the applicable regulations in Section 36-552, Fencing, Walls, and Screening, as amended from time to time.

EXTERIOR MATERIALS:

The PUD Narrative states the exterior of the buildings may be constructed of brick, stone, synthetic stone, high impact quality stucco or EIFS, masonry, metal accents, and any combination thereof. A masonry percentage requirement was not provided by the applicant. Because these are residential buildings, the 80% masonry requirement in the Zoning Ordinance Section 36-547, Exterior Appearance, does not apply.

HEIGHT:

In the PUD Narrative, it states any building on the property will be allowed to reach a maximum height of five stories, excluding subgrade elements including roof top mechanical units, equipment screening, or parapet walls. The proposed Site Development Plan shows three- and four-story buildings.

NEAREST PUBLIC PARK:

Oakhurst Park is approximately 0.28 miles from the proposed development off Oakhurst Avenue. The proposed development includes a pedestrian pathway connecting to Twisted Oak Drive to allow access to Oakhurst Park.

REVIEW COMMENTS:

This application was submitted to the following agencies, departments, and/or divisions for review and comment. An asterisk (*) indicates the agency, department, and/or division responded with adverse comments.

CITY DEPARTMENTS

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

COMMENTS, BY DEPARTMENT/AGENCY:

Items italicized and in blue in these sections represent City Staff analysis.

A.1. FIRE DEPARTMENT

Additional information will be required to determine fire hydrant and fire lane requirements related to the proposed buildings. These items will be addressed during individual building permitting.

A.2. BUILDING REVIEW

Building Codes will be addressed at the building permit stage.

A.3. PUBLIC WORKS/ENGINEERING

Please see the attached report from Engineering.

A.4. TRANSPORTATION ENGINEER

Please see the attached report from the Transportation Engineer.

A.5. PLANNING

ZONING CODE CONSIDERATIONS

a) Purpose – PUD, Planned Unit Development

- i) 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 environments 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 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.

*The applicant requests a Planned Unit Development (PUD) to gain flexibility in use, design, and development standards, as multi-family is not permitted under A-2 or I-1 zoning regulations. This type of request is **consistent** with the intent of the PUD ordinance to allow for more choice in type of living units available to the public in this area and in the efficient and economic use of land via a smaller network of public infrastructure. It is also **consistent** with providing open space and recreation areas, along with consistency with the desired density outlined in the City's Comprehensive Land Use Plan (greater than 12 units per acre).*

b) Uses Permitted

- i) The proposed development will feature multi-family buildings, accessory structures, and resident amenities such as leasing offices, pool areas, dog parks, sports courts, walking trails, and fitness stations. The complete list of the allowable uses for the Property is attached as Exhibit C.

*This use is **consistent** with multi-family development. There are three multi-family apartment complexes to the west of the subject property. There is a single-family residential area adjacent to the subject property on the east side of Twisted Oak Drive.*

c) Area Regulations

- i) The Property shall comply with the setbacks shown on the Preliminary Site Development Plan. The minimum building setback shall be ten feet (10') from the north property line, twenty-five feet (25') from the western property line, forty feet (40') from the south property line, and (50') from the eastern property line.

*The area regulations proposed for the project are **consistent** with those typically established for a multi-family apartment complex development. The proposed area regulations are similar to those of surrounding apartment complexes. Staff would note the setbacks in the PUD Narrative and the setbacks shown on the Preliminary Site Development Plan do not match. The Narrative allows for smaller setbacks than are depicted on the Preliminary Site Development Plan. Should the applicant want to change their setbacks from what is shown, they would need to amend their Preliminary Site Development Plan.*

d) Height Regulations

- i) The proposed development allows buildings up to a maximum height of five stories, not including subgrade components, rooftop mechanical equipment, screening structures, or parapet walls. The site plan includes a total of eight buildings: four three-story structures, three four-story structures, and one single-story structure.

*The proposed building heights at three- and four-stories as shown on the Preliminary Site Development Plan are **consistent** with the multi-family in the surrounding area. The height is **inconsistent** with the single-family in the area to the east. The zonings for the existing multi-family complexes to the east and west also allow for structures exceeding three stories.*

COMPREHENSIVE PLAN CONSIDERATIONS

a) Character Area Policies

i) General Policies

(1) Residential Policies

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

*The proposed residential development is **consistent** with the General Residential Policies for all Character Areas by incorporating higher densities that blend with the existing multi-family apartment complexes to the west and to the east. The existing single-family structures to the east are two-stories in height. The proposed three-story structures (as shown on the Preliminary Site Development Plan) would not overwhelm the existing housing to the east, as the 50' setback will help minimize the impact. Please see note regarding the PUD Narrative allowance for the five stories in d) Height Regulations above.*

ii) Character Area Policies – Suburban Neighborhood

1. Infrastructure extensions should occur incrementally, and new developments must connect to City water and sewer, which may require extension of lines.
2. Protect drainageways in accordance with WQPZ ordinance within new development and expand their use for public trail access.
 - a) Treat water quality volume from runoff for volume recommended in stormwater master plan and in accordance with EDC Section 7000.
 - b) The open spaces created around drainageways should be connected when it is feasible to create wildlife corridors.
3. Reduce the impact of higher intensity uses to adjacent lower intensity uses with screening and landscaping. Native landscaping is encouraged.
 - a) Prioritize preservation of existing mature street trees.
4. Promote a mix of housing types, including accessory dwelling units, and new, well-designed similarly scaled multi-unit residences to increase neighborhood density and income diversity.
 - a) Priority for higher density, mixed-income, and affordable housing opportunities should be assigned to locations with multi-modal transportation access and capacity.
 - b) Based on associated Land Use, housing typologies of all intensity levels are appropriate within the Suburban Character area.
5. Encourage:
 - a) More mixing of uses, including neighborhood services, job centers, and residential uses of similar intensities.
 - b) Retrofitting existing commercial and retail strip development in areas that are likely to undergo renovation or potential demolition in the life of this plan.
 - c) Civic, cultural uses, entertainment establishments that will promote community interaction and public open space.

6. As streets move further from the center of the Core Neighborhood Character Area and parcel sizes and development patterns work against pedestrian circulation, focus should shift to vehicular safety, corridor appearance and traffic speeds while still providing basic access and safety for pedestrians and bicyclists. Transportation accommodation should:
- a) Ensure interconnectivity between developments for local and collector streets.
 - b) Provide access to trails with all new development, when feasible to integrate trail plans outlined in the Transportation and Park Master Plans into developments.
 - c) Connect streets between land uses and include complete street approaches for undeveloped sites.
 - d) Use the most recent Transportation Master Plan to fill pedestrian system gaps along streets, to trails, and within developments.
 - e) Encourage network of multi-modal transportation options to neighborhood centers and local mixed-use developments.

*The proposed development is **consistent** with Suburban Neighborhood policies regarding the use of existing City services and the increased density with similarly scaled multi-unit residences as surrounding multi-family apartment complexes. While the development does not have new public streets, it is still providing for pedestrian connectivity to a nearby park.*

b) Land Use Development Policies

i) Description and Context – Urban High

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

*The proposal is **consistent** as there will be a density of 14 units per acre. While the development has higher building spacing and is not compact, it is similar in character to neighboring multi-family properties to the west and to the east.*

ii) Building Types

- (1) Medium and Small-scale 3- to 5-story buildings are common. Within existing developed areas, buildings may go up to 2-stories higher than surrounding properties.
- (2) Multi-unit structures are the priority, but a variety of housing types from townhomes to apartments are expected.

- (3) Mixed-use buildings including retail, work-spaces, and residences are most common.
- (4) Public and private spaces (i.e. balconies, recreational roof decks, outdoor dining, etc.) are clearly defined and cultivate a sense of place.
- (5) New developments that are single-use developments or predominantly single-unit or garden apartments are not appropriate

*The proposal is **consistent** in featuring small- to medium-scale buildings ranging from three to five stories, while providing private amenities such as fitness stations and outdoor grilling areas help cultivate a sense of place. The proposal will be no more than two stories higher than surrounding properties, as shown on the Preliminary Site Development Plan. Staff would note the PUD Narrative language allows five stories; this is more than is shown on the Preliminary Site Development Plan.*

iii) Site Design

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

*The proposal is **consistent** as sidewalks are present throughout the development, with a pedestrian connection on the east side leading to Oakhurst Park. Additionally, the Narrative states the development will follow landscaping requirements, which require the installation of trees along the street frontage.*

iv) Transportation

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

*The proposal is **consistent** with the policies relating to pedestrian access because sidewalks can be taken to 12th Avenue SE and to Classen Blvd. No public streets are proposed with this application. The subject property is not currently within one half-mile walk of a public transportation stop.*

v) Utility Access

- (1) A full range of utilities should be available. If services are not already in place, they must be extended by the developer during the platting process to be

suitable for development. If development occurs adjacent to existing facilities that are determined to be insufficient to meet the demands of the proposed development, the developer must upgrade the existing facilities to enhance the capacity of the utility systems.

*The proposal is **consistent** as the necessary utilities are available.*

vi) Public Space

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

*The proposal is **consistent** as there are sidewalks throughout the development, and there is a sidewalk connection to the adjacent residential neighborhood to the east via Twisted Oaks Drive, and to the east which leads to 12th Avenue SE.*

b) Neighborhood and/or Special Area Plans

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

A.6. UTILITIES

AIM NORMAN PLAN CONFORMANCE

The proposed development is in accordance with AIM Water and Wastewater Utility.

SOLID WASTE MANAGEMENT

The proposed development meets requirements and provides access for solid waste services.

WATER/WASTEWATER AVAILABILITY

a) Water Availability

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

b) Wastewater Availability

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

ALTERNATIVES/ISSUES:

IMPACTS: The proposed multi-family apartment development aligns with the Land Use and Character Area objectives by incorporating high density, multi-family housing that is comparable in scale and form to adjacent neighborhoods, with building heights ranging from three to four stories, as shown on the Preliminary Site Development Plan. Aspects of consistency with AIM Policies could be affected by the difference in language in the PUD Narrative allowing for five-story buildings. Additionally, the proposal demonstrates consistency in site design and provides connectivity to a nearby park.

CONCLUSION: Staff forwards this request for rezoning from A-2, Rural Agricultural District, and I-1, Light Industrial District, to a PUD, Planned Unit Development, and Ordinance O-2526-6, for consideration by City Council.

PLANNING COMMISSION RESULTS: At their meeting of October 9, 2025, the Planning Commission recommended approval of Ordinance O-2526-6 by a vote of 7-0.

O-2526-6

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE THE SOUTHWEST QUARTER (SW/4) OF SECTION FOUR (4), TOWNSHIP EIGHT NORTH (T8N), RANGE TWO WEST (R2W) OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND I-1, LIGHT INDUSTRIAL DISTRICT, AND PLACE SAME IN A PUD, PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1751 E. IMHOFF ROAD; WARD 1)

§ 1. WHEREAS, Coleraine Capital Group, Inc, the owners of the hereinafter described property, have made application to have the subject property removed from the A-2, Rural Agricultural District, and I-1, Light Industrial District, and placed in a PUD, Planned Unit Development; and

§ 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing on October 9, 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 the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from the A-2, Rural Agricultural District, and I-1, Light Industrial District, and place the same in a PUD, Planned Unit Development, to wit:

A tract of land situated within the Southwest Quarter (SW/4) of Section Four (4), Township Eight North (T8N), Range Two West (R2W) of the Indian Meridian (I.M.), Cleveland County, Oklahoma, being more particularly described as follows, to wit:
The East Half of the East Half of the Southwest Quarter (E/2 E/2 SW/4), less and except the North 440 feet, thereof.

§ 5. Further, pursuant to the provisions of Section 36-509 of the Code of the City of Norman, as amended, the following condition is hereby attached to the zoning of the tract:

a. The site shall be developed in accordance with the PUD Narrative, Site Development Plan, and supporting documentation dated and revised as of January 22, 2026, which are made a part hereof.

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

ADOPTED this _____ day of _____, 2026.

NOT ADOPTED this _____ day of _____, 2026.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)

COLERAINE MULTIFAMILY

**A PLANNED UNIT DEVELOPMENT
NORMAN, OKLAHOMA**

**APPLICANT:
COLERAINE CAPITAL GROUP, INC.**

Received 1.22.2026

**APPLICATION FOR:
PLANNED UNIT DEVELOPMENT
PRELIMINARY PLAT**

Submitted July 1, 2025
Revised January 22, 2026

PREPARED BY:

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

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- II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS
 - A. Location
 - B. Existing Land Use and Zoning
 - C. Elevation and Topography
 - D. Drainage
 - E. Utility Services
 - F. Fire Protection Services
 - G. Traffic Circulation and Access
- III. DEVELOPMENT PLAN AND DESIGN CONCEPT
 - A. Uses Permitted
 - B. Development Criteria

EXHIBITS

- A. Legal Description of the Property
- B. Preliminary Site Development Plan
- C. Allowable Uses
- D. Preliminary Plat
- E. Green Space Exhibit

I. INTRODUCTION

Coleraine Capital Group, Inc. (the “**Applicant**”) intends to rezone and plat the property located at 1751 E. Imhoff Road, as more particularly described on **Exhibit A** (the “**Property**”), to a Planned Unit Development (“**PUD**”) in order to develop a multifamily residential community. The Property contains approximately 32.50 acres, and a preliminary conceptual site plan (the “**Site Plan**”) of the proposed development has been attached hereto as **Exhibit B**.

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

A. Location

The Property is located at 1751 E. Imhoff Road, which is generally situated north of East Imhoff Road between Classen Blvd. and 24th Ave. SE, as is more particularly shown on the attached exhibits.

B. Existing Land Use and Zoning

The Property is currently zoned A-2, Rural Agricultural, and I-1, Light Industrial. The Property consists of unimproved land with the exception of an existing structure on the southeastern edge of the Property.

The surrounding properties to the west are zoned PUD, Planned Unit Development. The properties to the north are zoned A-2, Rural Agricultural, and R-1, Single-Family Dwelling. The properties to the east are zoned RM-6, Medium Density Apartment, R-2, Two-Family Dwelling, R-1, Single-Family Dwelling, and PUD, Planned Unit Development. The property to the south is zoned I-1, Light Industrial.

C. Elevation and Topography

The Property contains elevations ranging approximately 1134 to 1160 feet and generally slopes south to north.

D. Drainage

A drainage report has been provided by the Applicant to City Staff as part of the Preliminary Plat application. The Applicant proposes stormwater and drainage management systems that will meet or exceed the City’s applicable ordinances.

E. Utility Services

All necessary utilities for this project are currently located within the necessary proximity to serve the Property, or they will be extended by the Applicant, as necessary.

F. Fire Protection Services

Fire Protection services will be provided by the City of Norman Fire Department and by the Applicant as such are required by applicable City codes.

G. Traffic Circulation and Access

Access to the Property shall be permitted in the manner depicted on the attached Site Development Plan. The Applicant's proposal will include two (2) curb cuts that will serve as the access points to the Property.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Property shall be developed in general compliance with the Site Development Plan, attached hereto as **Exhibit B**, subject to final design development and the changes allowed by Section 36-509(g) of the City of Norman's PUD Ordinance, as may be amended from time to time. The Exhibits attached hereto, and as submitted on behalf of the Applicant, are incorporated herein by reference and further depict the development criteria for the Property.

A. Uses Permitted:

The Property will be developed into a multifamily residential development containing approximately 456 units with accompanying uses. A complete list of the allowable uses for the Property is attached as **Exhibit C**.

B. Development Criteria:

1. Building Height

Any building on the Property shall be allowed to reach a maximum height of five (5) stories, excluding any subgrade elements as well as any necessary roof top mechanical units, equipment, screening, or parapet walls.

2. Area Regulations

The Property shall comply with the setbacks shown on the Preliminary Site Development Plan. The minimum building setback shall be ten feet (10') from the north property line. The minimum building setback shall be fifty feet (50') from the eastern property line. The minimum building setback shall be twenty-five feet (25') from the western property line. The minimum building setback shall be forty feet (40') from the south property line.

3. Exterior Materials

The exterior of the buildings may be constructed of brick, stone, synthetic stone, high impact quality stucco or EIFS, masonry, metal accents, and any combination thereof.

4. Sanitation

Trash dumpsters will be located as depicted on the Site Development Plan or in locations as may be approved by City sanitation services.

5. Signage

All signs on the Property will comply with the medium density residential sign standards of the City of Norman Sign Regulations, as amended from time to time.

6. Open Space

Open space and green space areas shall be utilized on the Property as shown on the Green Space Exhibit, attached hereto as **Exhibit E** and fully incorporated herein. The Property will contain approximately sixteen (16) acres of green space comprising approximately 50% of the total area of the Property.

7. Parking

Parking for the Property may be developed in general compliance with the parking layout shown on the Site Development Plan. The Property shall comply with the City of Norman's applicable parking ordinances, as amended from time to time.

8. Exterior Lighting

All exterior lighting shall comply with the applicable provisions of the City of Norman's Commercial Outdoor Lighting Standards, as the same may be amended from time to time.

9. Landscaping and Fencing

Landscaping shall be provided and maintained in conformity to Section 36-551, Landscaping Requirements for Off-Street Parking Facilities, of the City of Norman's Zoning Ordinance, as may be amended from time to time. Fencing shall not be required on the Property but may be installed around the perimeter of the Property. Fencing placement and height shall comply with applicable City ordinances, as amended from time to time.

10. Phasing

It is anticipated the Property will be developed in multiple phases. The timing and number of phases will be determined by market demand and absorption rates and shall comply with Norman City Code 36-509, PUD, Planned Unit Developments, as may be amended from time to time.

EXHIBIT A

Legal Description of the Property

A tract of land situated within the Southwest Quarter (SW/4) of Section Four (4), Township Eight North (T8N), Range Two West (R2W) of the Indian Meridian (I.M.), Cleveland County, Oklahoma, being more particularly described as follows, to wit:

The East Half of the East Half of the Southwest Quarter (E/2 E/2 SW/4), less and except the North 440 feet, thereof.

EXHIBIT C

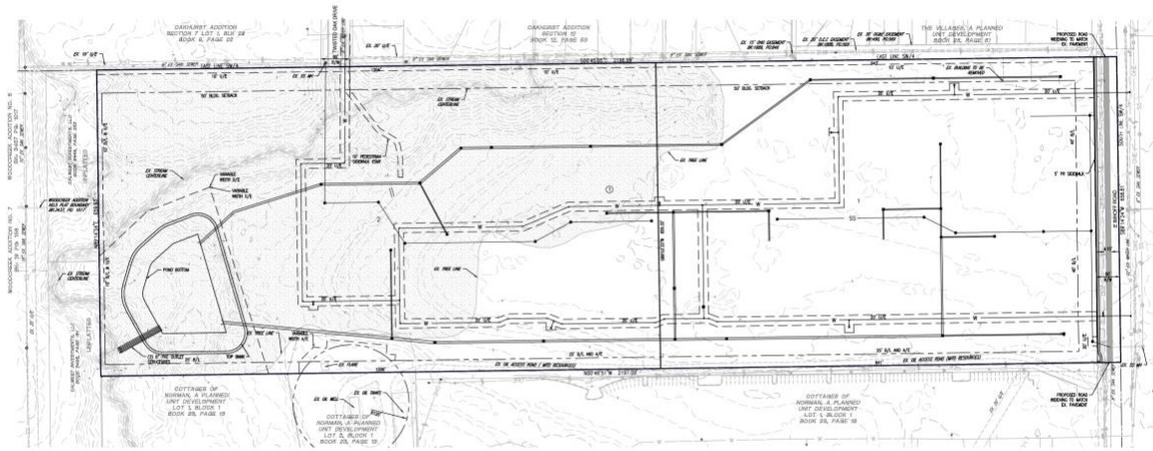
Allowable Uses

- Apartment buildings
- Accessory buildings related to the maintenance and operation of the Property
- Leasing offices, pool areas, dog parks, sports courts, walking trails, fitness stations, outdoor grill areas, and similar recreational amenities for the residents of the development

EXHIBIT D

Preliminary Plat Full Size Documents Submitted to City Staff

PRELIMINARY PLAT
OF
**COLERAINE MULTIFAMILY,
A PLANNED UNIT DEVELOPMENT**
A PART OF THE SW 1/4 OF SECTION 4, T8N -R2W, I.M.,
NORMAN, CLEVELAND COUNTY, OKLAHOMA



LOT COUNT:	RESIDENTIAL	2 LOTS	32.50 ACRES
LEGEND:			
B/L	BOUNDING LIMIT LINE		
D/E	DRIVE EASEMENT		
E/A	EXISTING		
L/A	LIMITS OF ACCESS		
R/W	RIGHT-OF-WAY		
U/E	UTILITY EASEMENT		
A/E	ACCESS EASEMENT		
SS	SEWER SERVICE		
W	WATER LINE		
ZONING:			
CURRENT:	7-A-2	AGRICULTURAL	
	7-2	INDUSTRIAL	
PROPOSED:	"PLU"	MULTI-FAMILY RESIDENTIAL	

- NOTES**
- Maintenance of the common areas, sidewalks, and public rights-of-way, and drainage shall remain with the responsibility of the Property Owner. No alterations, storage of materials, grading, etc. or other disturbances, other than necessary for maintenance, shall be done within drainage easements unless permitted in writing by the City. All work shall be completed within the time specified in the permit to avoid any penalties.
 - All setbacks shall be as shown on this plat and must be maintained prior to the issuance of any occupancy permit. All work shall be completed in accordance with all applicable codes.
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LEGAL DESCRIPTION

A tract of land situated within the Southeast Quarter (SE 1/4) of Section Four (4), Township 8 North 28N, Range Two West (20W) of the Indian Meridian (I.M.), Cleveland County, Oklahoma, being more particularly described as follows, to-wit:

BEARING of the Southeast corner of said SE 1/4: S89°10'00" W a distance of 102.00 feet; thence S89°10'00" W a distance of 212.00 feet; thence S89°10'00" W a distance of 212.00 feet; thence S89°10'00" W a distance of 212.00 feet to the POB of SECTION 4.

Said tract contains 1.46881 Sq Ft or 33.23 Acres, more or less.

The foregoing legal description is a preliminary plat and does not constitute a final plat. The plat is subject to the approval of the Public Works Department, and the plat is subject to the approval of the Public Works Department, and the plat is subject to the approval of the Public Works Department.

CURRENT PROPERTY OWNER:
FOSTER FAMILY LIVING TRUST
1708 LINDER DR
NORMAN, OK 73069

DEVELOPER:
COLERAINE CAPITAL GROUP, INC.
2102 GARDEN RD, BLDG A
MONTEREY, CA 93940

PH: 831-324-4221
EMAIL: kevin@colerainecapital.com

ENGINEER:
CRAFTON, TULL & ASSOCIATES, INC.
BRADEN SHAFER, P.E., DFM
300 FRONT PARKWAY BLDG
YUKON, OK 73099

SURVEYOR:
CRAFTON, TULL & ASSOCIATES, INC.
LEE ALLEN SARGENT, P.L.S.
300 FRONT PARKWAY BLDG
YUKON, OK 73099

PH: 405-787-6270
EMAIL: lee.sargent@craftontull.com

PRELIMINARY PLAT
COLERAINE MULTIFAMILY

Crafton Tull
CRAFTON, TULL & ASSOCIATES, INC.
10000 N. UNIVERSITY BLVD., SUITE 100
OKLAHOMA CITY, OK 73155

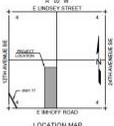
SHEET NO: 1 OF 1
DATE: 1/8/2026
PROJECT NO: 25603901

EXHIBIT E

Green Space Exhibit Full Size Documents Submitted to City Staff



PERVIOUS VS IMPERVIOUS PLN
OF
COLERAINE MULTI-FAMILY RESIDENTIAL
A PART OF SECTION 4, T8N, R2W
NORMAN, CLEVELAND COUNTY, OKLAHOMA



PERVIOUS VS IMPERVIOUS PLAN
1"=70'-0"

SUMMARY	
SITE AREA:	32.50 ACRES
PERVIOUS AREA:	15.9 ACRES, 48.93%
IMPERVIOUS AREA:	16.6 ACRES, 51.07%

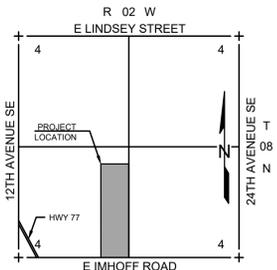
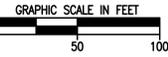
PERVIOUS VS IMPERVIOUS PLAN
COLERAINE MULTI-FAMILY RESIDENTIAL

SHEET NO.: 1 OF 1
 DATE: 1/8/2026
 PROJECT NO.: 25603901

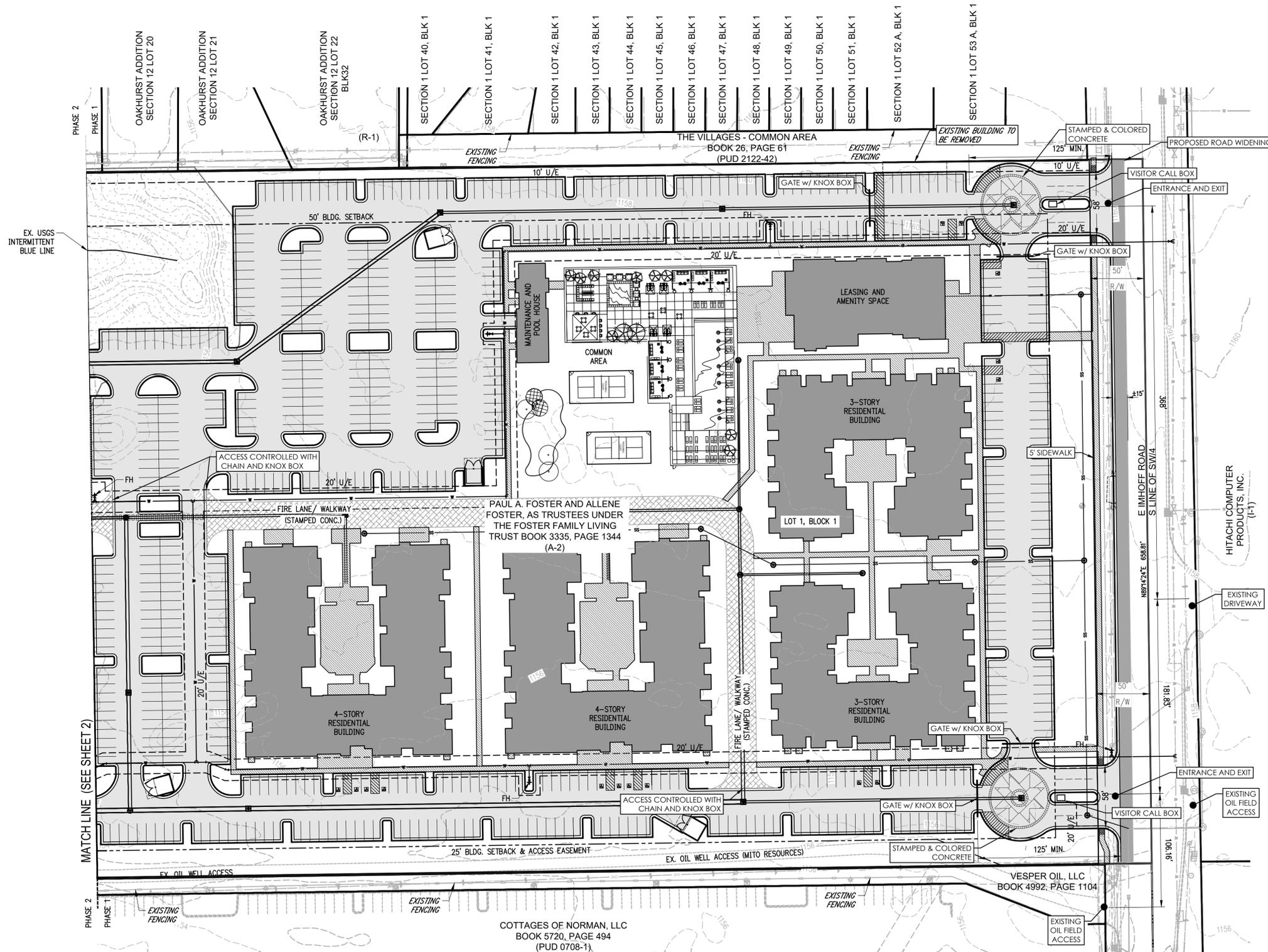
PRELIMINARY SITE DEVELOPMENT PLAN OF COLERAINE MULTIFAMILY A PART OF SECTION 4, T8N, R2W NORMAN, CLEVELAND COUNTY, OKLAHOMA

Received 1-9-2026

SCALE: 1" = 50'



LOCATION MAP
SCALE: 1" = 2000'



DEVELOPER:
Coleraine Capital Group, Inc.
2100 Garden Rd. Bldg. A
Monterey, CA 93940
(831)324-4227

LEGAL DESCRIPTION
A tract of land situated within the Southwest Quarter (SW/4) of Section Four (4), Township Eight North (T8N), Range Two West (R2W) of the Indian Meridian (I.M.), Cleveland County, Oklahoma, being more particularly described as follows, to wit:

BEGINNING at the Southeast corner of said SW/4; thence S89°14'24"W a distance of 658.81 feet; thence N00°46'51"W a distance of 2197.09 feet; thence N89°14'54"E a distance of 659.93 feet; thence S00°45'05"E a distance of 2196.99 feet to the POINT OF BEGINNING.

Said tract contains 1,448,661 Sq Ft or 33.25 Acres, more or less.

The foregoing legal description forms a mathematically closed figure and was prepared under the supervision of Lee Allen Schroeder P.S. 1502 on 5/28/2025 in conjunction with Crafton, Tull & Associates Project 25603900. The basis of control is OKLAHOMA SOUTH NAD83 (2011) EPOCH 2010.0, and describes the same property as described in Schedule A of Title Commitment No. 710062501076 bearing an effective date of May 6, 2025 at 7:30AM as prepared by Chicago Title Insurance Company.

PRELIMINARY DEVELOPMENT MAP
IMHOFF MULTI-FAMILY RESIDENTIAL

300 Points Parkway Blvd.
Yukon, Oklahoma 73099

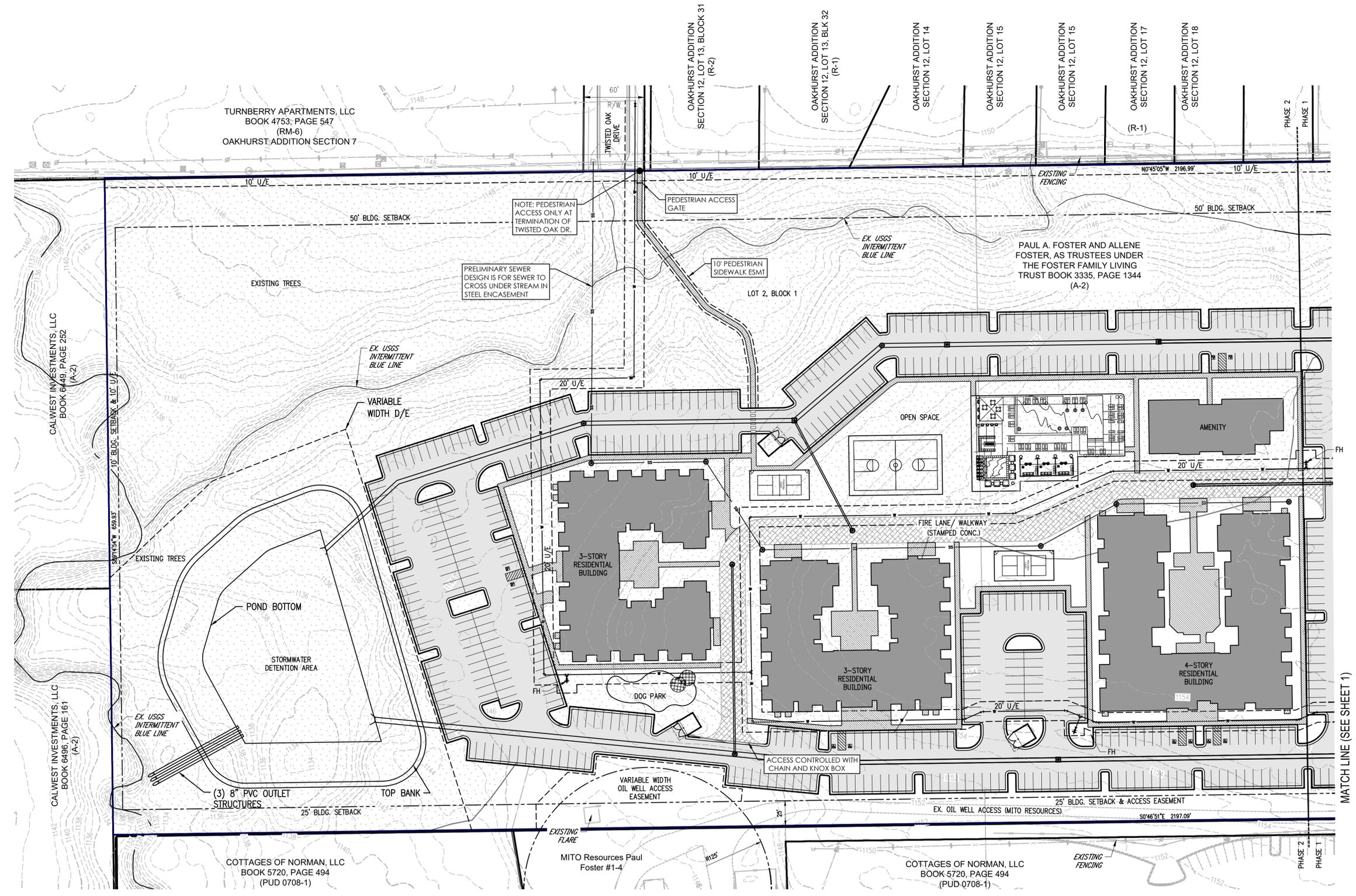
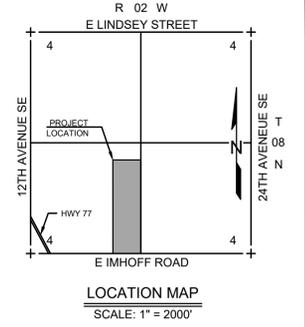
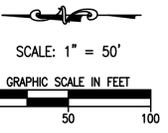
Crafton Tull
architecture | engineering | surveying
405.787.6270 | 405.787.6271
www.craftontull.com

SHEET NO.: 1 OF 2
DATE: 1/8/2026
PROJECT NO.: 25603901

CERTIFICATE OF AUTHORIZATION
CA 979 (PLS) EXPIRES 6/30/2026

DRAWING COURTESY: INDEPENDENT MANUFACTURERS COV. EMPLOYERS' CONF. PLAN 11218

PRELIMINARY SITE DEVELOPMENT PLAN
OF
COLERAINE MULTIFAMILY
A PART OF SECTION 4, T8N, R2W
NORMAN, CLEVELAND COUNTY, OKLAHOMA



DEVELOPER:
Coleraine Capital Group, Inc.
2100 Garden Rd. Bldg. A
Monterey, CA 93940
(831)324-4227

LEGAL DESCRIPTION

A tract of land situated within the Southwest Quarter (SW/4) of Section Four (4), Township Eight North (T8N), Range Two West (R2W) of the Indian Meridian (I.M.), Cleveland County, Oklahoma, being more particularly described as follows, to wit:

BEGINNING at the Southeast corner of said SW/4; thence S89°14'24"W a distance of 658.81 feet; thence N00°46'51"W a distance of 2197.09 feet; thence N89°14'54"E a distance of 659.93 feet; thence S00°45'05"E a distance of 2196.99 feet to the POINT OF BEGINNING.

Said tract contains 1,448,661 Sq Ft or 33.25 Acres, more or less.

The foregoing legal description forms a mathematically closed figure and was prepared under the supervision of Lee Allen Schroeder P.S. 1502 on 5/28/2025 in conjunction with Crafton, Tull & Associates Project 25603900. The basis of control is OKLAHOMA SOUTH NAD83 (2011) EPOCH 2010.0, and describes the same property as described in Schedule A of Title Commitment No. 710062501076 bearing an effective date of May 6, 2025 at 7:30AM as prepared by Chicago Title Insurance Company.

PRELIMINARY DEVELOPMENT MAP
IMHOFF MULTI-FAMILY RESIDENTIAL

300 Points Parkway Blvd.
Tulsa, Oklahoma 73099

Crafton Tull
architecture | engineering | surveying
405.787.6270 | 405.787.6271
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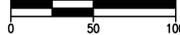
SHEET NO.: 2 OF 2
DATE: 1/8/2026
PROJECT NO.: 25603901

DRAWING COURTESY: PHOTOGRAPHY MANUFACTURING.COM | LINDSEY STREET, OKLAHOMA

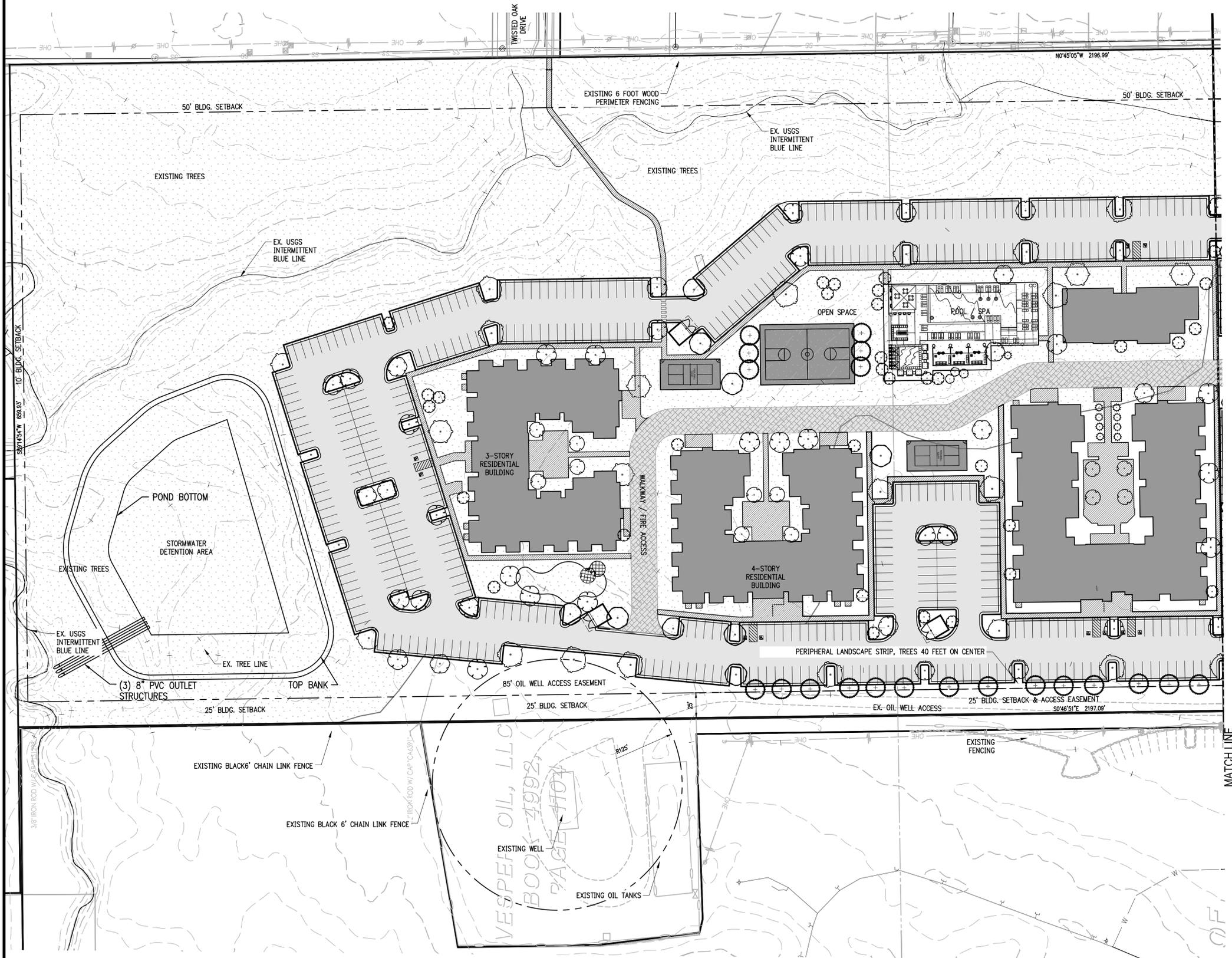


SCALE: 1" = 50'

GRAPHIC SCALE IN FEET



PRELIMINARY SITE LANDSCAPE PLAN OF COLERAINE MULTI-FAMILY RESIDENTIAL A PART OF SECTION 4, T8N, R2W NORMAN, CLEVELAND COUNTY, OKLAHOMA

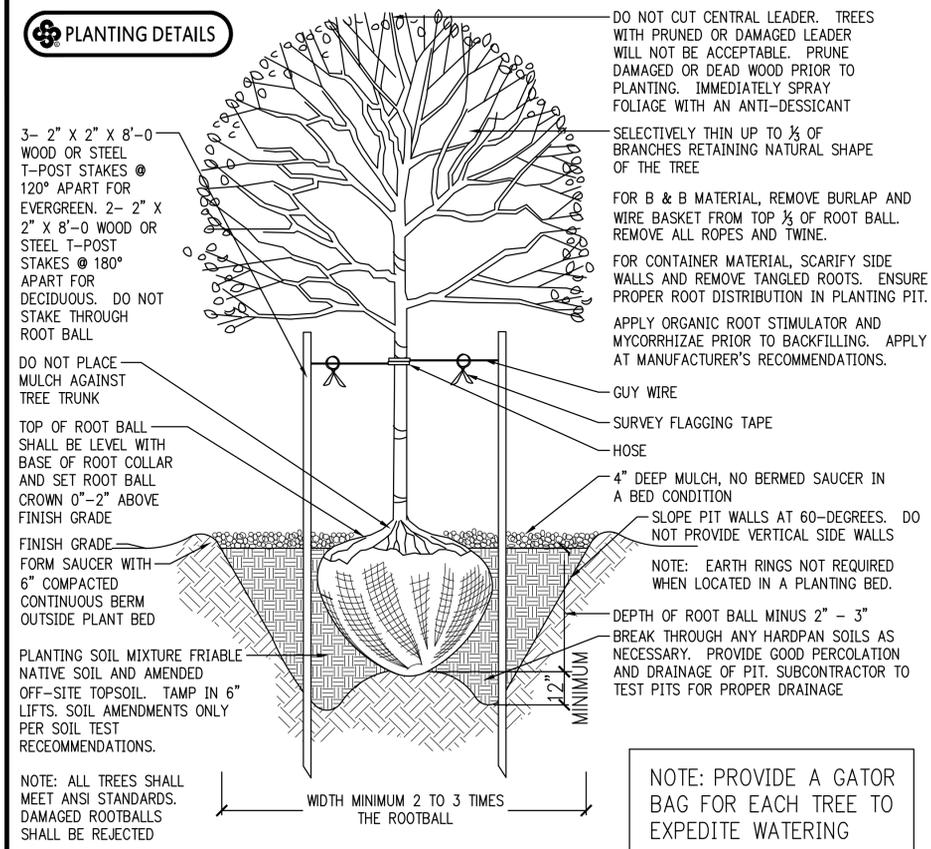


DRAWING COURTESY: ANTIPODESANTHROPOLANDURBANARCHITECTURE.COM | ENGINEERING: CIVIL LANDSCAPE ARCHITECTURE

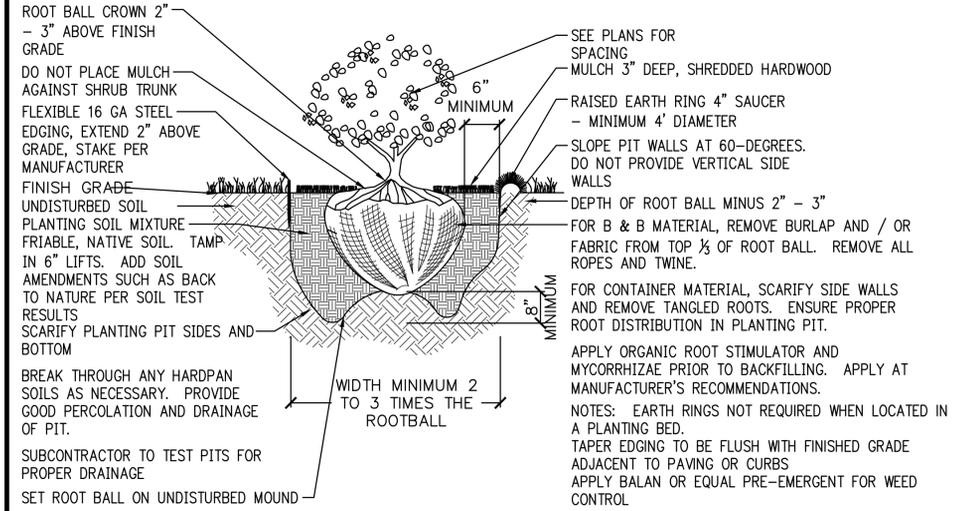
1 LANDSCAPE PLAN
L-102 1"=50'-0"

PRELIMINARY LANDSCAPE PLAN COLERAINE MULTI-FAMILY RESIDENTIAL	
<small>300 Points Parkway Blvd. Yukon, Oklahoma 73099</small>	
 Crafton Tull <small>architecture engineering surveying 405.787.6270 405.787.6274 www.craftontull.com</small>	SHEET NO.: 2 OF 3
	DATE: 1/8/2026
	PROJECT NO.: 25603901
<small>CERTIFICATE OF AUTHORIZATION: CA 979 (PLS) EXPIRES 6/30/2026</small>	

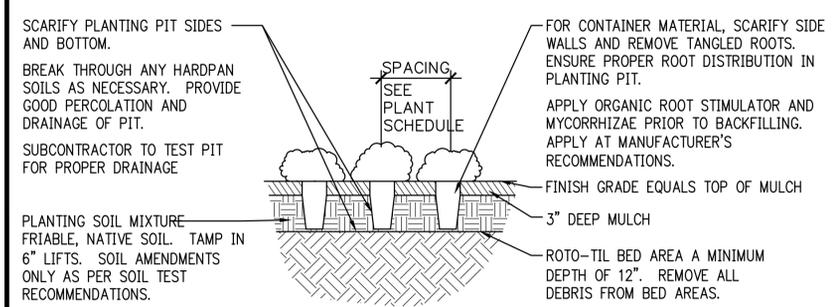
PLANTING DETAILS



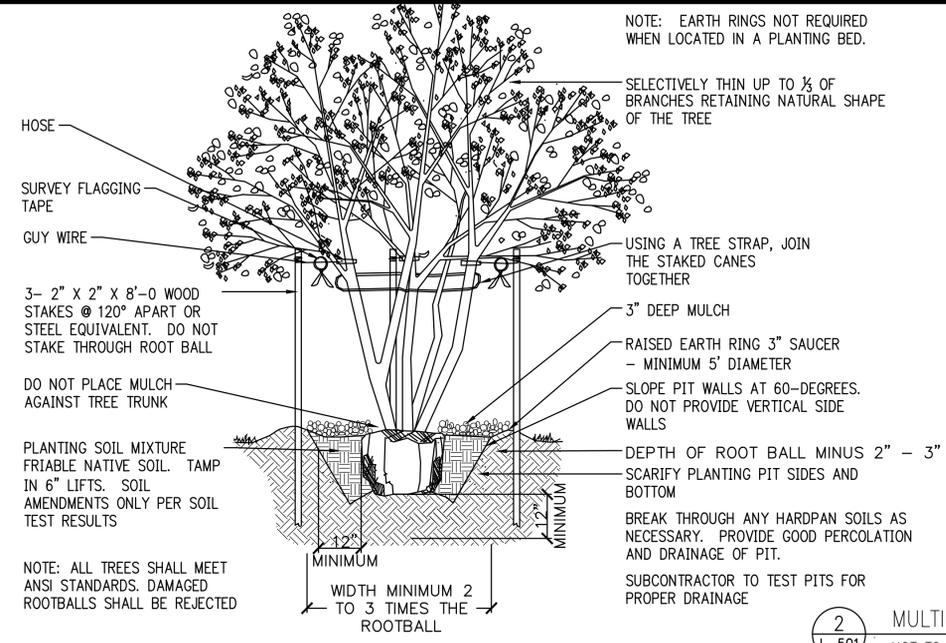
1 TREE PLANTING
L-501 NOT TO SCALE



2 SHRUB / ORNAMENTAL GRASSES PLANTING
L-501 NOT TO SCALE



3 GROUND COVER PLANTING
L-501 NOT TO SCALE



PLANTING NOTES

- THE QUANTITIES ON THE PLANT SCHEDULE ARE FOR CONVENIENCE ONLY. THE GRAPHIC REPRESENTATIONS ON THE DRAWINGS TAKE PRECEDENT. VERIFY INDICATED QUANTITIES AND ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
- NO SUBSTITUTIONS AS TO SIZE, TYPE, SPACING, QUANTITY OR QUALITY OF PLANT MATERIAL SHALL BE MADE WITHOUT THE WRITTEN APPROVAL OF EITHER THE OWNER'S REPRESENTATIVE OR THE PROJECT LANDSCAPE ARCHITECT. CHANGES IN PLANT MATERIAL MAY CONSTITUTE PLAN RE-APPROVAL.
- PLANTS SHALL BE SUPPLIED AT THE SIZES SPECIFIED ON THE DRAWINGS. THE SIZES SHOWN ARE THE MINIMUM REQUIRED FOR EACH CATEGORY (HEIGHT, SPREAD, CALIPER, CONTAINER SIZE ETC.). THE PLANTS SUPPLIED MUST CONFORM TO ALL OF THE MINIMUM DIMENSIONS INDICATED. PLANTS OF LARGER SIZE MAY BE USED IF ACCEPTABLE TO THE OWNER AT NO ADDITIONAL COST AND IF SIZE OF CONTAINER OR ROOT BALLS, HEIGHT, AND SPREAD ARE INCREASED PROPORTIONATELY IN ACCORDANCE WITH ANSI Z-60.1, 2004 EDITION. ALL OTHER QUALITY REQUIREMENTS OF THE PLANT MATERIAL MUST ALSO BE ADHERED.
- ALL PLANTS MUST BE NURSERY GROWN. ALL TREES SHALL COMPLY WITH ANSI Z-60.1, 2004 EDITION AND THE URBAN TREE FOUNDATION GUIDELINE FOR NURSERY TREE QUALITY, 2009 EDITION. ALL PLANTS SHALL BE HIGHEST QUALITY. FIRST CLASS REPRESENTATIVES OF THEIR SPECIES. SECONDS, CULLS, OR PARK GRADE MATERIAL WILL BE REJECTED.
- CALIPER SIZE IS NOT TO BE REDUCED. CALIPER MEASUREMENTS SHALL BE TAKEN IN ACCORDANCE WITH ANSI STANDARDS.
- ALL TREES EXCEPT MULTI-TRUNKED MUST BE STRAIGHT TRUNKED, HAVE A STRONG CENTRAL LEADER, FULL HEADED, AND MEET THE MINIMUM REQUIREMENTS. TREES WITH "Y" SHAPE ARE NOT ACCEPTABLE UNLESS THAT SHAPE IS NATURAL TO THE GROWTH HABIT OF THE SPECIES. TREES THAT HAVE BEEN FRESHLY PRUNED TO MEET THESE SPECIFICATIONS SHALL BE REJECTED.
- THE PLANT'S VEGETATIVE CANOPY SHOULD BE MOSTLY SYMMETRICAL AND FREE OF LARGE VOIDS OR FLAT SURFACE AREAS.
- TREES AND SHRUBS MOVED DURING PERIODS OF HIGH TRANSPIRATION SHALL BE SPRAYED WITH AN ANTI-DESSICANT PRIOR TO MOVING. APPLY AND REMOVE ANTI-DESSICANTS ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.
- TREES SHALL BE STAKED AND GUYED AS DETAILED. STAKE AND GUYED MATERIALS SHALL BE REMOVED BY THE LANDSCAPE SUBCONTRACTOR SIX (6) MONTHS AFTER FINAL ACCEPTANCE.
- ALL PLANTS ARE SUBJECT TO REVIEW AND APPROVAL BY THE OWNER'S REPRESENTATIVE AT ANY TIME PRIOR TO FINAL ACCEPTANCE. REJECTED PLANTS SHALL BE REPLACED IMMEDIATELY AT NO ADDITIONAL COST.
- PRIOR TO COMMENCEMENT OF INSTALLATION, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES AND SHALL AVOID DAMAGING UTILITIES DURING INSTALLATION. ANY UTILITIES DAMAGED DURING INSTALLATION SHALL BE REPAIRED BY THE LANDSCAPE CONTRACTOR TO THE SATISFACTION OF THE APPROPRIATE UTILITY COMPANY AND THE GENERAL CONTRACTOR. ALL REPAIRS SHALL BE AT NO COST TO THE OWNER. CALL OKLAHOMA ONE-CALL SYSTEM AT 1-800-522-OKIE.
- ALL PLANT BEDS SHALL BE THOROUGHLY ROTO-TILLED A MINIMUM OF TWELVE INCHES (12") PRIOR TO PLANT PLACEMENT. AMENDMENTS, IF REQUIRED BASED ON SITE-SPECIFIC SOIL TEST RESULTS, SHALL BE THOROUGHLY TILLED INTO THE SOIL ACCORDING TO THE TEST RESULT RECOMMENDATIONS. PROVIDE POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES.
- THE LANDSCAPE CONTRACTOR SHALL UTILIZE ON-SITE TOPSOIL AS AVAILABLE UNLESS DEEMED NECESSARY TO BRING IN NEW TOPSOIL. ALL UNEVEN AREAS CAUSED BY PLANTING SHALL BE GRADED SMOOTH. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE PROJECT SHALL BE CORRECTED BY THE CONTRACTOR AT NO COST TO THE OWNER.
- ALL PLANTS SHALL BE PLACED WITH THE BEST FACE FORWARD, TOWARDS THE STREET WHENEVER POSSIBLE.
- ALL PLANTS SHOULD BE PRUNED OF BROKEN AND DEAD WOOD AS NECESSARY PRIOR TO INSTALLATION. REMOVE NO MORE THAN 1/3 OF THE BRANCHING. DO NOT PLANT WHEN GROUND IS FROZEN OR MUDDY.
- MULCH SHALL BE SHREDDED HARDWOOD PLACED TO A DEPTH OF 3".
- PRE-EMERGENT HERBICIDES, TRIFLALIN, EPITAM, PREEN, OR APPROVED EQUAL, SHALL BE APPLIED TO ALL PLANTING BEDS PRIOR TO MULCHING. APPLY AT MANUFACTURER'S RATES AND RECOMMENDATIONS.
- APPLY ORGANIC ROOT STIMULATOR, CONTAINING MYCORRHIZAE, TO ALL PLANTS PRIOR TO BACKFILLING. APPLY AT MANUFACTURER'S RATES AND RECOMMENDATIONS.
- THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE PLANT INSTALLATIONS UNTIL ACCEPTED BY THE OWNER'S REPRESENTATIVE AND THE PROJECT TURNED OVER TO THE OWNER. MAINTENANCE SHALL INCLUDE RE-MULCHING, WATERING, WEEDING, APPLICATIONS OF HERBICIDES, FUNGICIDES, INSECTICIDES AND PESTICIDES AS NECESSARY. MAINTENANCE SHALL INCLUDE ALL PLANTINGS, TREES, AND GROUND COVERS.
- THE LANDSCAPE CONTRACTOR SHALL GUARANTEE THAT ALL PLANTS SHALL BE IN A HEALTHY AND THRIVING CONDITION ACCORDING TO THE NATURAL GROWTH HABITS OF THE INDIVIDUAL SPECIES AT THE TIME OF THE TURNOVER TO THE OWNER. LANDSCAPE CONTRACTOR SHALL GUARANTEE PLANT MATERIAL FOR ONE YEAR AFTER FINAL ACCEPTANCE.

TURF NOTES

- SOD AREAS SHOWN SHALL BE PLANTED WITH U-3 BERMUDA SOD OR EQUIVALENT AS APPROVED BY OWNER'S REPRESENTATIVE. ALL OTHER AREAS DISTURBED BY CONSTRUCTION AND NOT SHOWN TO BE PAVED, PLANTING BED OR OTHERWISE INDICATED, SHALL BE SODDED.
- REMOVE ALL WEEDS, GRASS AND ANY DEBRIS LARGER THAN 1" IN DIAMETER FROM ALL AREAS TO BE SODDED. SODDED AREAS ARE TO BE ROTO-TILLED TO A DEPTH OF 6" AND ROUGH GRADED. TOPSOIL SHALL BE ADDED TO A DEPTH OF 4". SOIL AMENDMENTS AND FERTILIZER BASED ON SITE-SPECIFIC SOIL TEST RESULTS, SHALL BE THOROUGHLY TILLED INTO THE SOIL ACCORDING TO SOIL TEST RECOMMENDATIONS ALONG WITH THE TOPSOIL.
- GRADE SODDED AREAS SMOOTH TO WITHIN 1" OF FINISH GRADE AND ENSURE PROPER DRAINAGE AWAY FROM ALL STRUCTURES. ROLL SURFACE WITH A ROLLER TO ACHIEVE A SMOOTH FIRM SURFACE.
- LAY SOD WITHIN 24 HOURS OF DELIVERY. LAY SOD WITH ENDS STAGGERED. LAY SOD PERPENDICULAR TO ANY SLOPES AND STAKE WITH NAILS OR PEGS ACCORDING TO MANUFACTURER RECOMMENDATIONS. ROLL SOD AGAIN AFTER INSTALLATION TO ENSURE GOOD CONTACT WITH THE SOIL.
- WATER SOD THOROUGHLY AFTER INSTALLATION. FOR THE FIRST FEW WEEKS AFTER SODDING, WATER DAILY JUST ENOUGH TO MOISTEN THE GRASS AND UNDERLYING SOIL. MAY NEED TO WATER TWO OR THREE TIMES A DAY. AVOID PUDDLING AND RUN-OFF.
- THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL SODDED AREAS UNTIL ACCEPTED BY THE OWNER'S REPRESENTATIVE AND THE PROJECT IS TURNED OVER TO THE OWNER. MAINTENANCE SHALL INCLUDE MOWING, WATERING, EDGING AND WEEDING. APPLICATIONS OF HERBICIDES, FUNGICIDES, INSECTICIDES AND PESTICIDES AS NECESSARY.
- THE LANDSCAPE CONTRACTOR SHALL GUARANTEE THAT ALL SODDED AREAS ARE IN A HEALTHY AND THRIVING CONDITION AT THE TIME OF THE TURNOVER TO THE OWNER. LANDSCAPE CONTRACTOR SHALL GUARANTEE THE TURF FOR A PERIOD OF SIX MONTHS AFTER FINAL ACCEPTANCE.

IRRIGATION NOTES

- THE IRRIGATION SHALL BE PERFORMED BY A DESIGN/BUILD CONTRACTOR. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL SITE UTILITIES, COORDINATING UTILITY CONSTRUCTION WITH OWNER, AND PROTECTING UTILITIES DURING CONSTRUCTION.
- ACTUAL LOCATION OF BACKFLOW AND METER MAY CHANGE, AND SHOULD BE COORDINATED WITH OWNER'S REPRESENTATIVE. LOCATION OF ALL SLEEVING SHOULD BE COORDINATED WITH OTHER SITE UTILITIES WITH THE GENERAL CONTRACTOR. QUICK COUPLER LOCATIONS SHOULD BE MAINTAINED. IF QUICK COUPLERS ARE MOVED, THEY MUST BE LOCATED IN SUCH A WAY THAT ALL NEW LANDSCAPE MATERIALS ARE WITHIN 100' OF QUICK COUPLER CONNECTION.
- INSTALL ALL MATERIALS AS PER MANUFACTURER'S RECOMMENDATIONS, AND TO MEET ALL LOCAL CODES.
- RPZ BACKFLOW PREVENTER TO BE INSTALLED AS PER ALL APPLICABLE CODE AND ORDINANCE REQUIREMENTS.
- QUICK COUPLER TO BE RAINBIRD 3/4" COUPLER OR APPROVED EQUAL. CONTRACTOR WILL PROVIDE TWO (2) COUPLER KEYS AND HOSE SWIVEL ELLS FOR EACH COUPLER.
- ALL PIPING TO BE MINIMUM 1" DIAMETER SCHEDULE 40 PVC BURIED AT A DEPTH NO LESS THAN 18" BELOW FINISH GRADE.
- THE IRRIGATION CONTRACTOR IS RESPONSIBLE FOR VERIFYING STATIC PRESSURE AND GPM AT METER TO ENSURE MINIMUM PRESSURE IS MET AT FARTHEST COUPLER FOR PROPER OPERATION.

PRELIMINARY LANDSCAPE PLAN
COLERAINE MULTI-FAMILY RESIDENTIAL

300 Points Parkway Blvd.
Tulsa, Oklahoma 73099

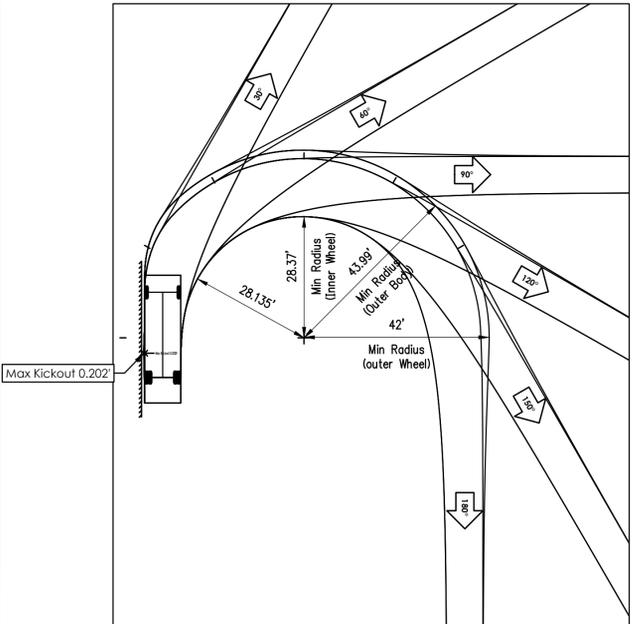
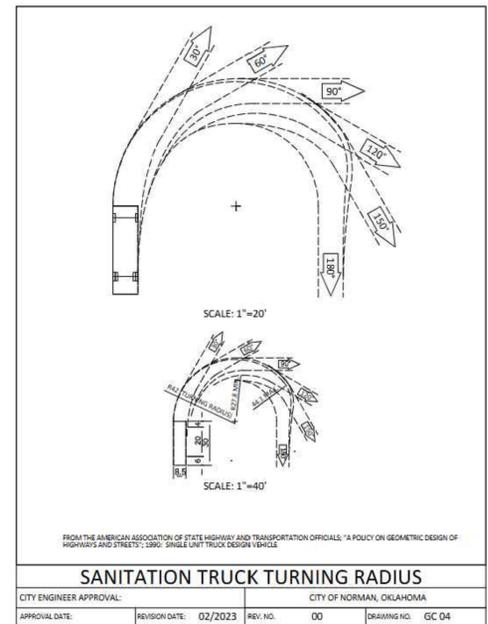
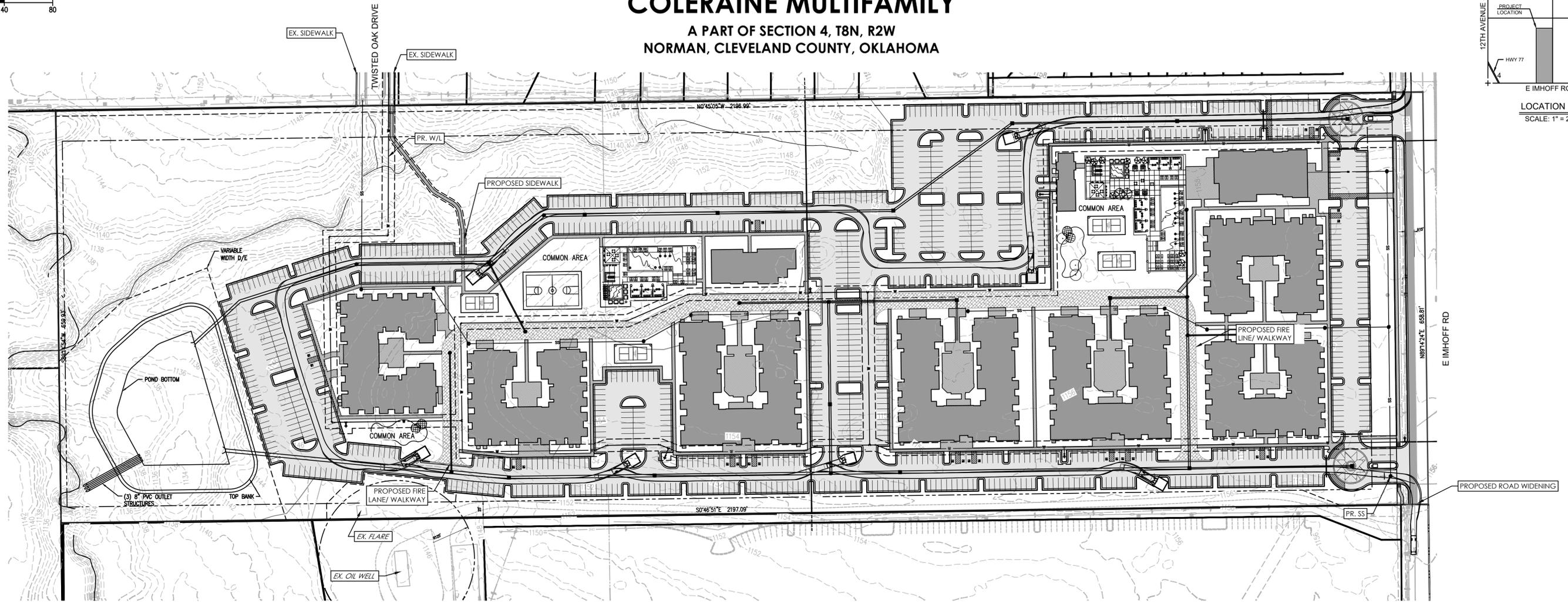
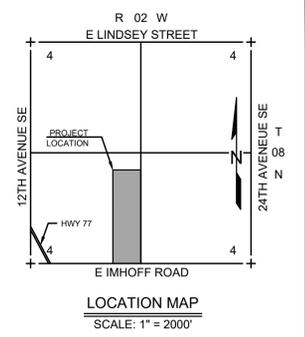
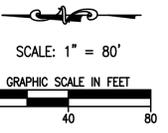
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SHEET NO.: 3 OF 3
DATE: 1/8/2026
PROJECT NO.: 25603901

CERTIFICATE OF AUTHORIZATION
CA 979 (PLS) EXPIRES 6/30/2026

DRAWING COURTESY: LANDSCAPE ARCHITECTURE CONSULTANTS, INC. LANDSCAPING

SANITATION TURNING RADIUS
OF
COLERAINE MULTIFAMILY
A PART OF SECTION 4, T8N, R2W
NORMAN, CLEVELAND COUNTY, OKLAHOMA



**SANITATION TURNING RADIUS
COLERAINE MULTI-FAMILY**

300 Points Parkway Blvd.
Yukon, Oklahoma 73099

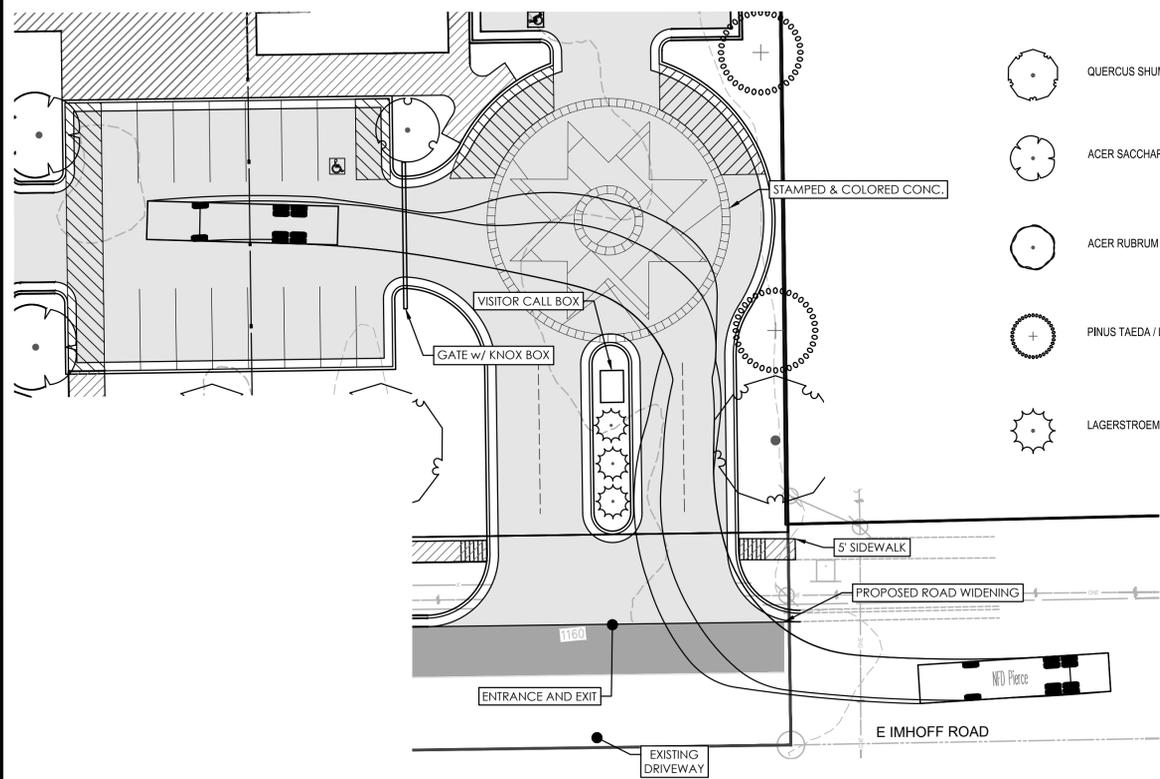
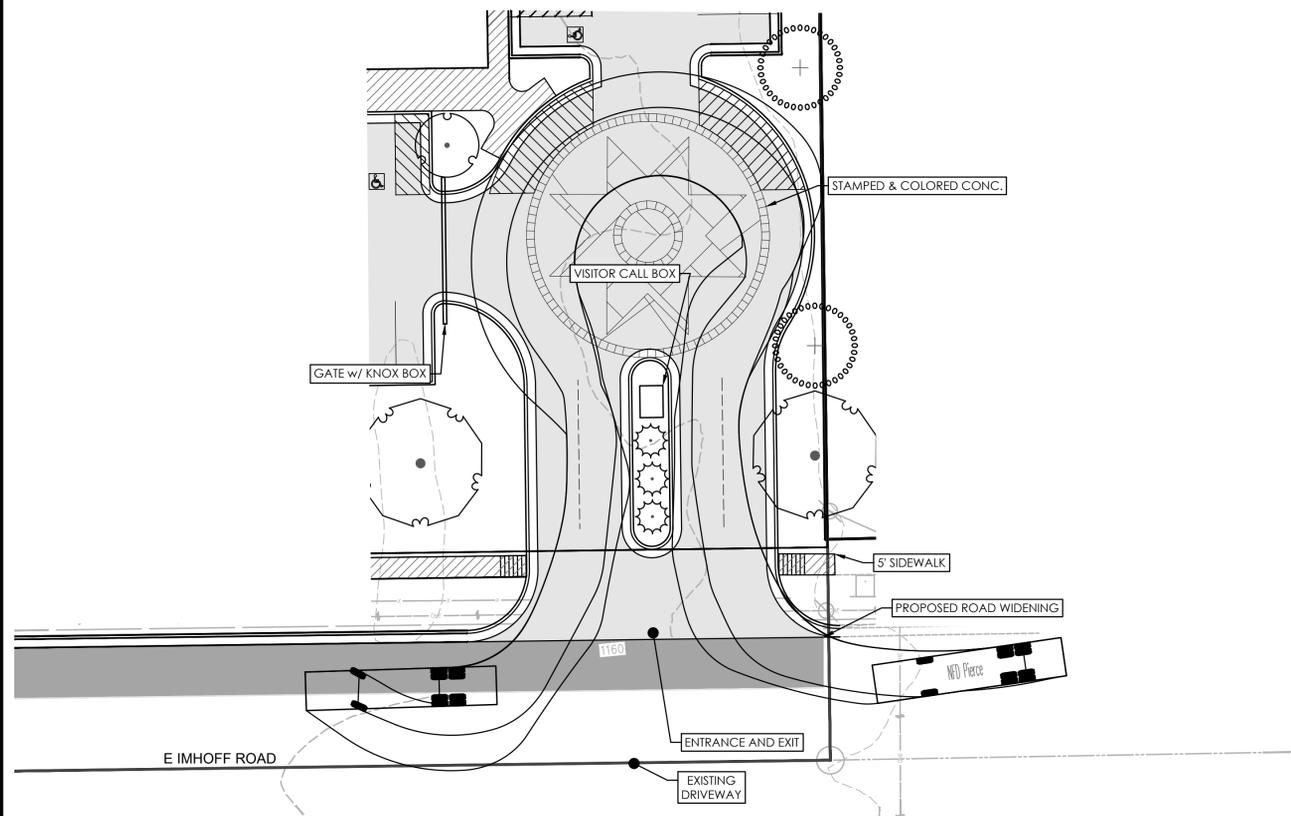
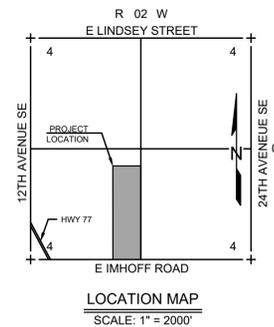
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SHEET NO.: 1 OF 1
DATE: 1/8/2026
PROJECT NO.: 25603901

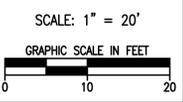
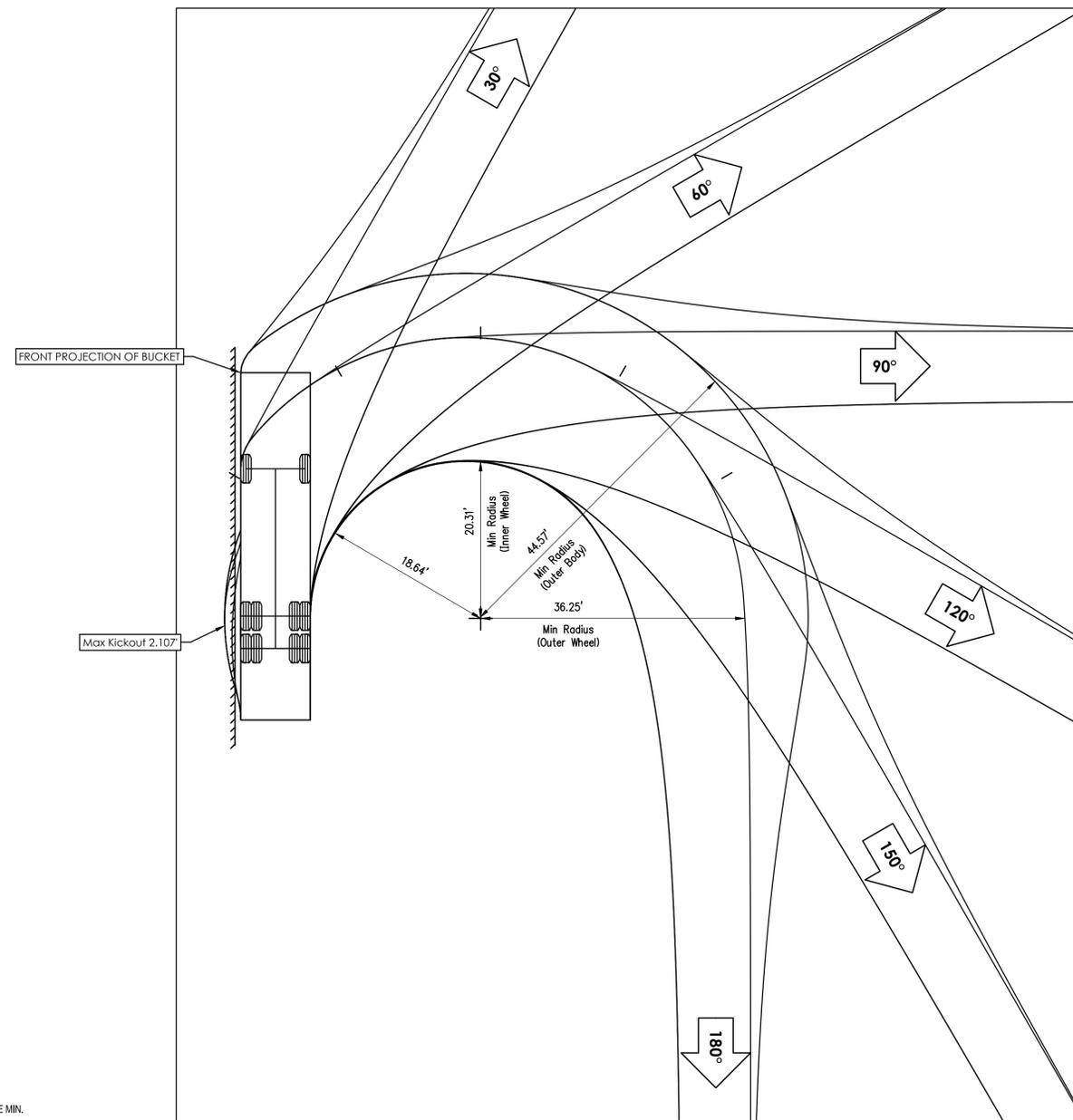
CERTIFICATE OF AUTHORIZATION
CA 979 (PLAS) EXPIRES 6/30/2026

DRAWING COURTESY: INDEPENDENT MANUFACTURERS CITY ENGINEERING CONSULTING

EAST GATED ACCESS EXHIBIT
 OF
COLERAINE MULTIFAMILY
 A PART OF SECTION 4, T8N, R2W
 NORMAN, CLEVELAND COUNTY, OKLAHOMA



-  QUERCUS SHUMARDII / SHUMARD RED OAK 2" CAL. 8-10' HT.
-  ACER SACCHARUM 'AUTUMN SPLENDOR' / CADDO SUGAR MAPLE 2.5" CAL. TYPE 1 & 2
-  ACER RUBRUM 'AUTUMN GLORY' / AUTUMN GLORY MAPLE 2" CAL. 10'-12' HT.
-  PINUS TAEDA / LOBLOLLY PINE 2" CAL. 8-10' HT.
-  LAGERSTROEMIA X TUSCARORA / RED CRAPE MYRTLE MULTI-TRUNK MULTI-TRUNK, 3-1" CANE MIN.



EAST GATED ACCESS EXHIBIT
COLERAINE MULTI-FAMILY

300 Pointe Parkway Blvd.
 Yukon, Oklahoma 73099

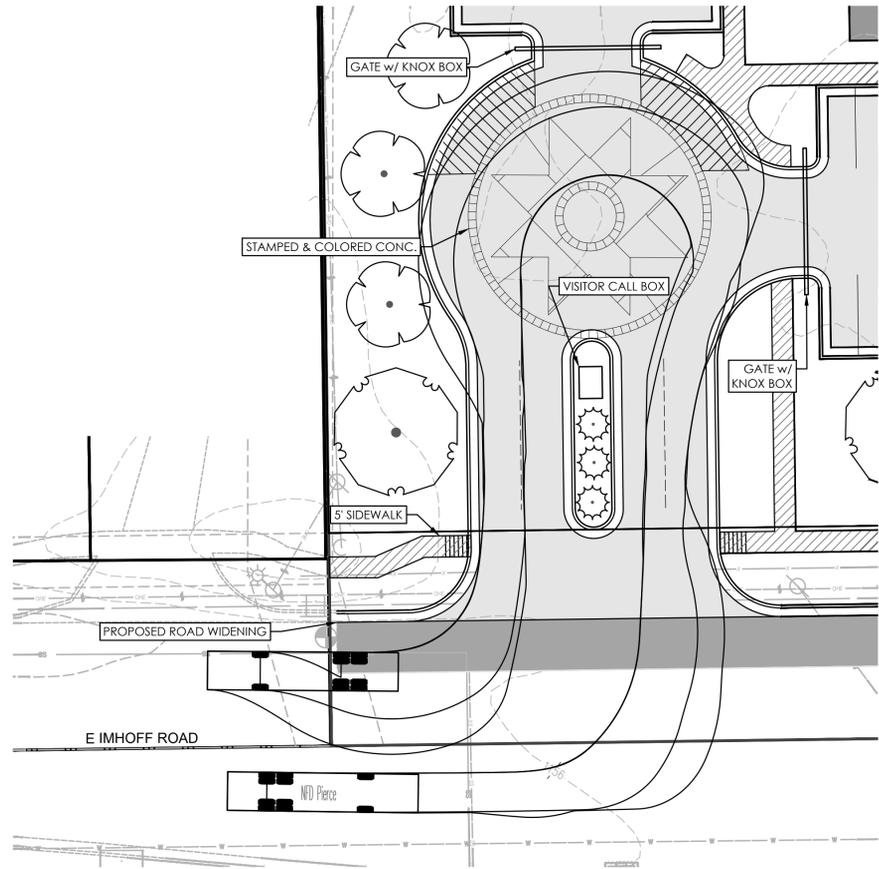
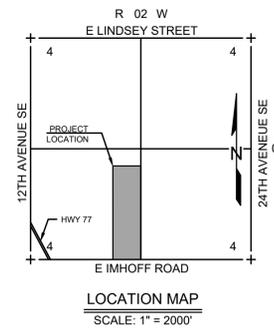
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SHEET NO.: 1 OF 2
 DATE: 1/8/2026
 PROJECT NO.: 25603901

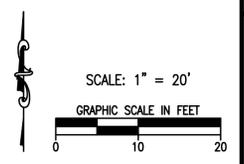
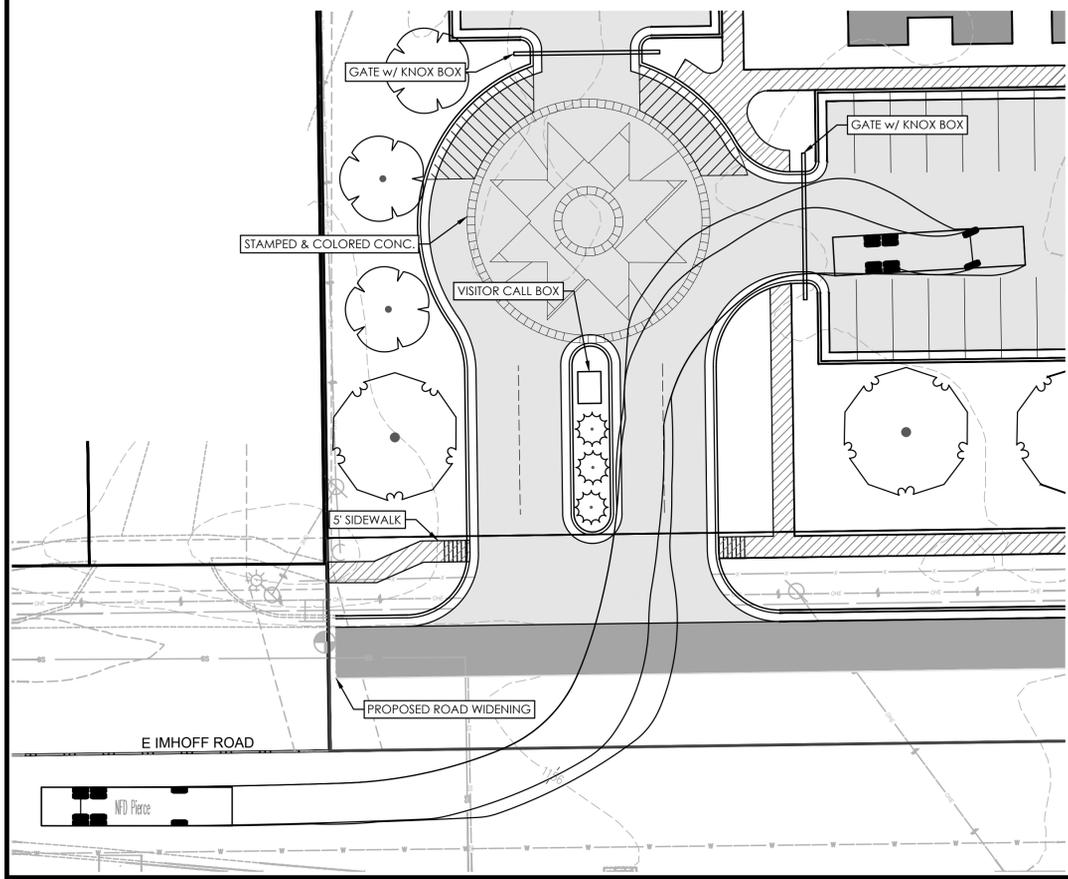
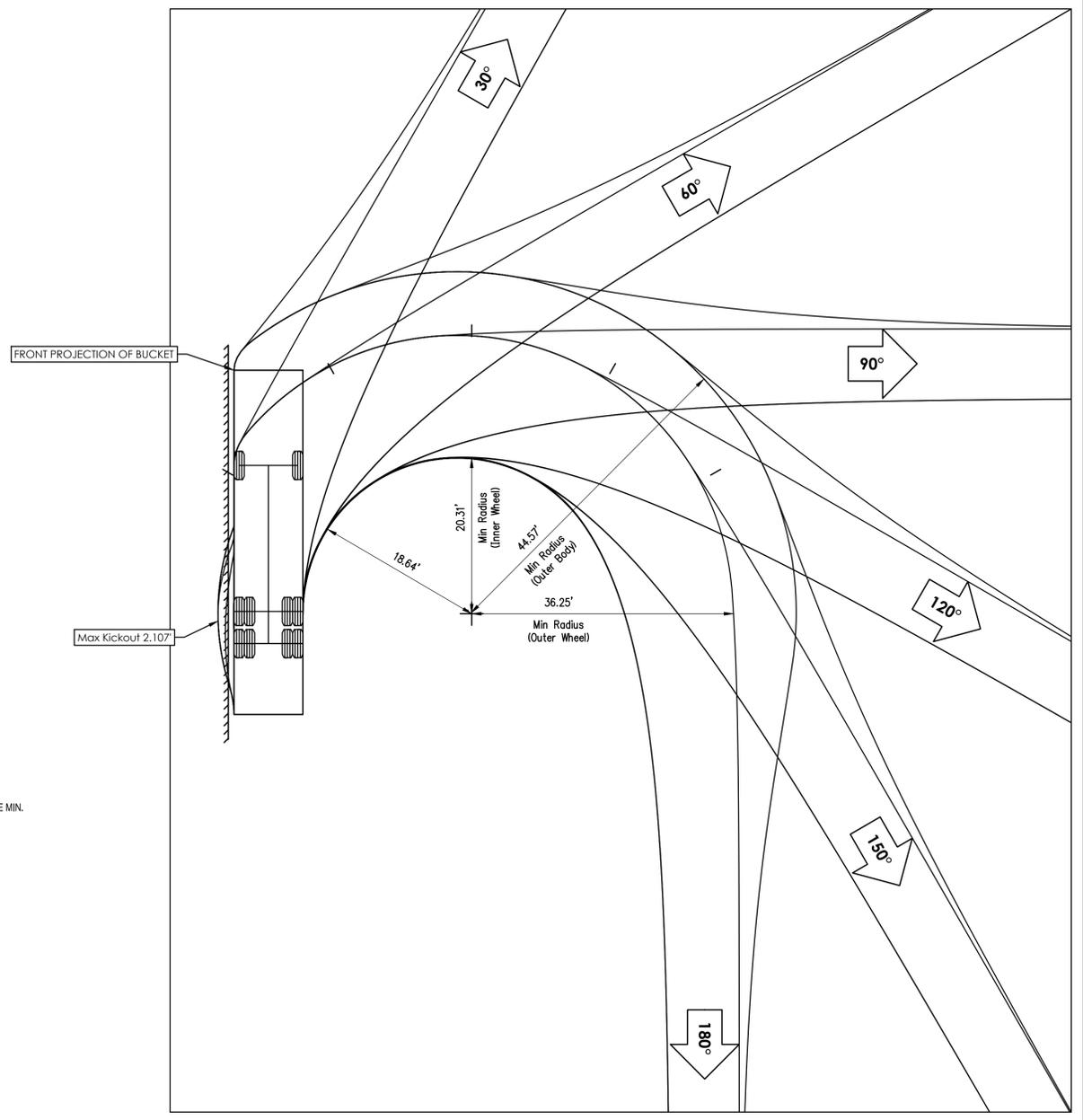
CERTIFICATE OF AUTHORIZATION: CA 979 (PLS) EXPIRES 6/30/2026

DRAWING COURTESY: INDEPENDENT MANUFACTURE CO. ENGINEERING CONSULTING

WEST GATED ACCESS EXHIBIT
OF
COLERAINE MULTIFAMILY
A PART OF SECTION 4, T8N, R2W
NORMAN, CLEVELAND COUNTY, OKLAHOMA



-  QUERCUS SHUMARDII / SHUMARD RED OAK 2" CAL. 8-10' HT.
-  ACER SACCHARUM 'AUTUMN SPLENDOR' / CADDO SUGAR MAPLE 2.5" CAL. TYPE 1 & 2
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WEST GATED ACCESS EXHIBIT
COLERAINE MULTI-FAMILY

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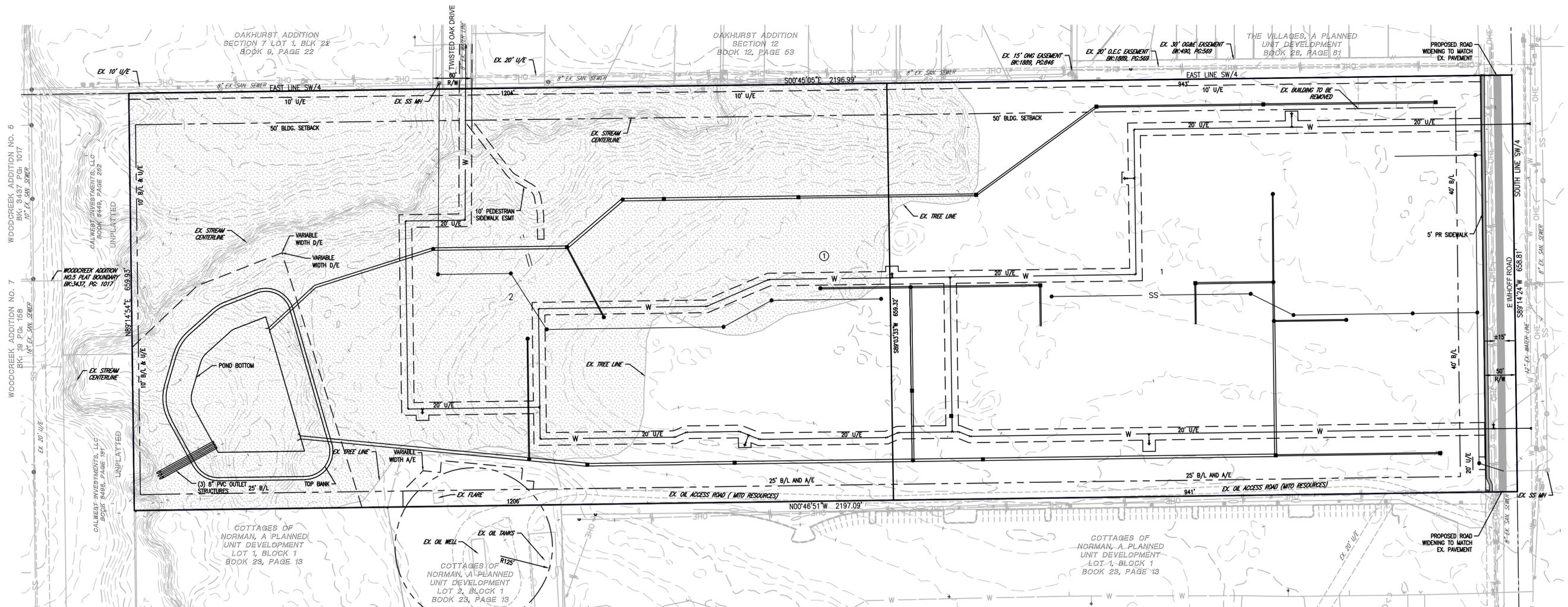
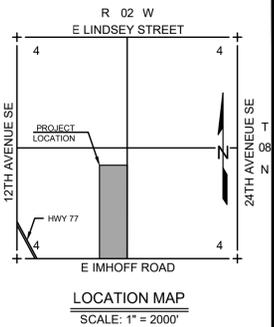
SHEET NO.: 2 OF 2
DATE: 1/8/2026
PROJECT NO.: 25603901

CERTIFICATE OF AUTHORIZATION:
CA 979 (PLS) EXPIRES 6/30/2026

DRAWING COURTESY: ARCHITECTURE MANUFACTURE CO. (L) 10/15/2025; CON PLAN 15/25/20

Received 1-09-2026

PRELIMINARY PLAT
OF
COLERAINE MULTIFAMILY,
A PLANNED UNIT DEVELOPMENT
A PART OF THE SW/4 OF SECTION 4, T8N -R2W, I.M.,
NORMAN, CLEVELAND COUNTY, OKLAHOMA



LOT COUNT:

RESIDENTIAL	2 LOTS	32.50 ACRES
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LEGEND

B/L	BUILDING LIMIT LINE
D/E	DRAINAGE EASEMENT
EX.	EXISTING
L.O.A.	LIMITS OF ACCESS
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
A/E	ACCESS EASEMENT
SS	SANITARY SEWER
W	WATER LINE

ZONING:

CURRENT:	"A-2" AGRICULTURAL "I-2" INDUSTRIAL
PROPOSED:	"PUD" MULTI-FAMILY RESIDENTIAL

- NOTES
- Maintenance of the common areas, islands/medians in public rights-of-way, and drainage areas shown shall be the responsibility of the Property Owner. No structures, storage of material, grading, fill, or other obstructions, either temporary or permanent shall be placed within drainage areas shown. Certain amenities such as, but not limited to, walks, benches, piers, and docks, shall be permitted if installed in a manner to meet the requirements specified above.
 - A sidewalk shall be required on each lot and must be installed prior to the issuance of an Occupancy Permit.
 - Sidewalks are the responsibility of the developer and must be installed prior to the issuance of any Occupancy Permits. Arterial sidewalks will be provided in accordance with sidewalk ordinances.
 - All existing and proposed easements will be tied to lot corners on final plats.
 - All maintenance within the drainage detention facility shall be the right, duty and responsibility of the drainage area Property Owner; However, if maintenance is neglected or subject to other unusual circumstances and is determined to be a hazard or threat to public safety by the City, corrective maintenance may be performed by the governing jurisdiction with costs assessed and born upon said Drainage Area Property Owner. Officials representing the Public Works Department, shall have the right to enter upon the property for purposes of periodic inspection and/or corrective maintenance of the facility. Upon receiving written approval from the Public Works Department, Property Owner may construct improvements within the property, provided the improvement does not interfere with the function of the detention facility.
 - All Public Utilities shall be designed in accordance with the City of Norman Standards.
 - All Public Utilities will be in dedicated easements.
 - All Sanitary Sewer Lines to be 8" Dia. unless noted otherwise.
 - All Water Lines to be 8" Dia. unless noted otherwise.
 - Fire Hydrants will be located and installed in accordance with the Final Plans and the City of Norman Standards and Specifications.
 - All Public Improvements are subject to engineering review and approval. Final size and location to be installed in accordance with the Final Plans and the City of Norman Standards and Specifications.
 - Property is located in the Bishop Creek watershed with a total drainage area of 7,411.20 Acres MOL.

LEGAL DESCRIPTION

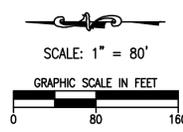
A tract of land situated within the Southwest Quarter (SW/4) of Section Four (4), Township Eight North (T8N), Range Two West (R2W) of the Indian Meridian (I.M.), Cleveland County, Oklahoma, being more particularly described as follows, to wit:

BEGINNING at the Southeast corner of said SW/4; thence S89°14'24"W a distance of 658.81 feet; thence N00°46'51"W a distance of 2197.09 feet; thence N89°14'54"E a distance of 659.93 feet; thence S00°45'05"E a distance of 2196.99 feet to the POINT OF BEGINNING.

Said tract contains 1,448,661 Sq Ft or 33.25 Acres, more or less.

The foregoing legal description forms a mathematically closed figure and was prepared under the supervision of Lee Allen Schroeder P.S. 1502 on 5/28/2025 in conjunction with Crafton, Tull & Associates Project 25603900. The basis of control is OKLAHOMA SOUTH NAD83 (2011) EPOCH 2010.0, and describes the same property as described in Schedule A of Title Commitment No. 710062501076 bearing an effective date of May 6, 2025 at 7:30AM as prepared by Chicago Title Insurance Company.

CURRENT PROPERTY OWNER:	ENGINEER:
FOSTER FAMILY LIVING TRUST 1708 LENOX DR NORMAN, OK 73069	CRAFTON, TULL & ASSOCIATES, INC. BRADEN SHAFFER, P.E., CFM 300 POINTE PARKWAY BLVD YUKON, OK 73099
DEVELOPER:	PH: 405-787-6270 EMAIL: braden.shaffer@craftontull.com
COLERAINE CAPITAL GROUP, INC. 2100 GARDEN RD, BLDG A MONTEREY, CA 93940	SURVEYOR:
PH: 831-324-4227 EMAIL: bmoon@colerainecapital.com	CRAFTON, TULL & ASSOCIATES, INC. LEE ALLEN SCHROEDER, P.S. 300 POINTE PARKWAY BLVD YUKON, OK 73099
	PH: 405-787-6270 EMAIL: lee.schroeder@craftontull.com



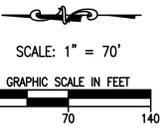
PRELIMINARY PLAT
COLERAINE MULTIFAMILY

300 Pointe Parkway Blvd.
Yukon, Oklahoma 73099

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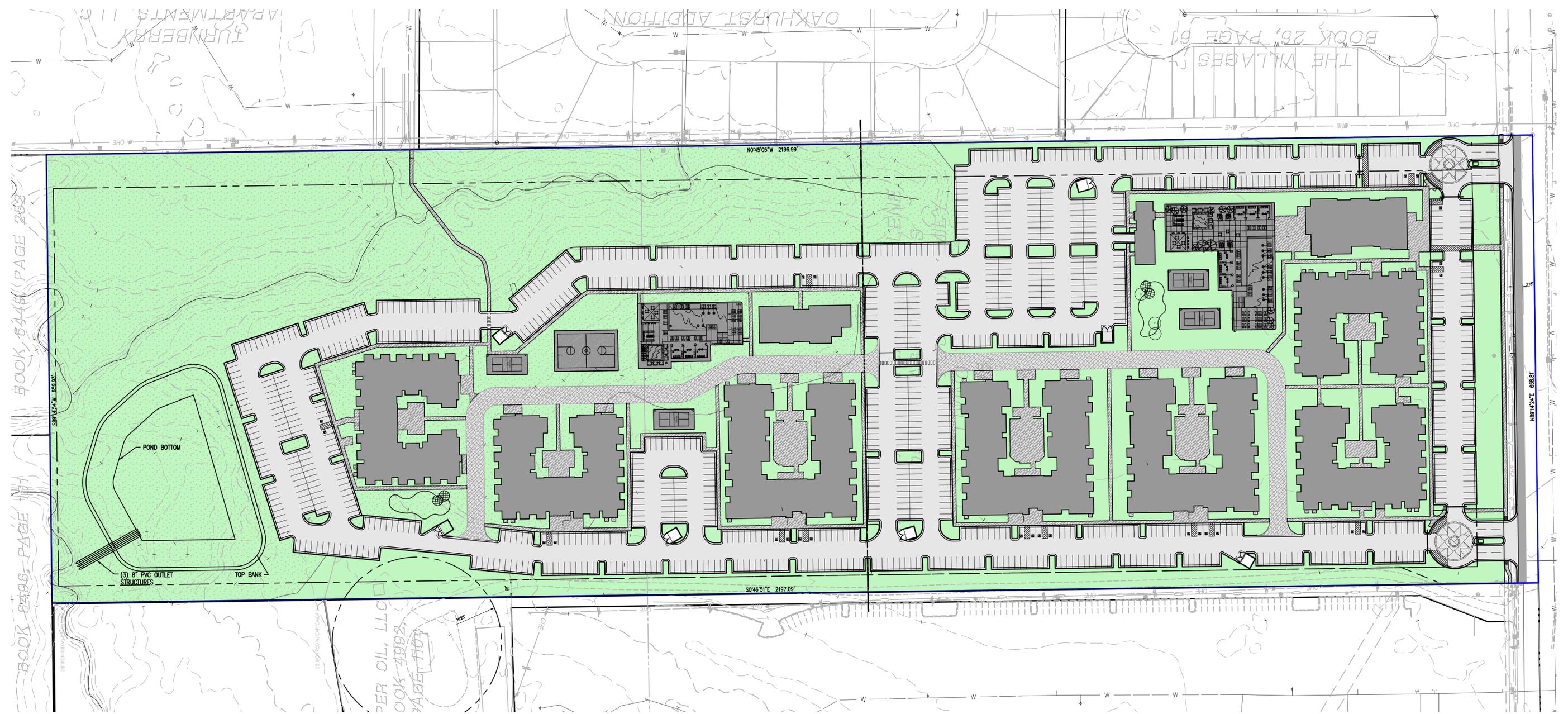
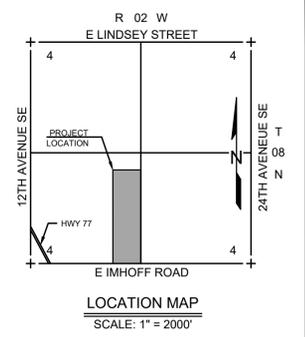
SHEET NO.: 1 OF 1
DATE: 1/8/2026
PROJECT NO.: 25603901

CERTIFICATE OF AUTHORIZATION:
CA 973 PLEAS EXPIRES 4/30/2026



Received
1-09-2026

PERVIOUS VS IMPERVIOUS PLN
OF
COLERAINE MULTI-FAMILY RESIDENTIAL
A PART OF SECTION 4, T8N, R2W
NORMAN, CLEVELAND COUNTY, OKLAHOMA



BOOK 8448 PAGE 268
BOOK 8496 PAGE 101

SUMMARY	
SITE AREA:	32.50 ACRES
PERVIOUS AREA:	15.9 ACRES, 48.93%
IMPERVIOUS AREA:	16.6 ACRES, 51.07%

PERVIOUS VS IMPERVIOUS PLAN
1" = 70'-0"

PERVIOUS VS IMPERVIOUS PLAN COLERAINE MULTI-FAMILY RESIDENTIAL	
<small>300 Pointe Parkway Blvd. Tulsa, Oklahoma 73099</small>	
 Crafton Tull <small>architecture engineering surveying 405.787.6270 405.787.6271 www.craftontull.com</small>	SHEET NO.: 1 OF 1 DATE: 1/8/2026 PROJECT NO.: 25603901
	<small>CERTIFICATE OF AUTHORIZATION CA 979 (PLS) EXPIRES 6/30/2026</small>

DRAWING COURTESY: PHOTOGRAPHY BY MANUELA COVA LINDSEY COLLA LANDSCAPING

COLERAINE MULTIFAMILY

**A PLANNED UNIT DEVELOPMENT
NORMAN, OKLAHOMA**

**APPLICANT:
COLERAINE CAPITAL GROUP, INC.**

**APPLICATION FOR:
PLANNED UNIT DEVELOPMENT
PRELIMINARY PLAT**

Submitted July 1, 2025
Revised September 26, 2025

PREPARED BY:

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

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- A. Legal Description of the Property
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I. INTRODUCTION

Coleraine Capital Group, Inc. (the “**Applicant**”) intends to rezone and plat the property located at 1751 E. Imhoff Road, as more particularly described on **Exhibit A** (the “**Property**”), to a Planned Unit Development (“**PUD**”) in order to develop a multifamily residential community. The Property contains approximately 32.50 acres, and a preliminary conceptual site plan (the “**Site Plan**”) of the proposed development has been attached hereto as **Exhibit B**.

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

A. Location

The Property is located at 1751 E. Imhoff Road, which is generally situated north of East Imhoff Road between Classen Blvd. and 24th Ave. SE, as is more particularly shown on the attached exhibits.

B. Existing Land Use and Zoning

The Property is currently zoned A-2, Rural Agricultural, and I-1, Light Industrial. The Property consists of unimproved land with the exception of an existing structure on the southeastern edge of the Property.

The surrounding properties to the west are zoned PUD, Planned Unit Development. The properties to the north are zoned A-2, Rural Agricultural, and R-1, Single-Family Dwelling. The properties to the east are zoned RM-6, Medium Density Apartment, R-2, Two-Family Dwelling, R-1, Single-Family Dwelling, and PUD, Planned Unit Development. The property to the south is zoned I-1, Light Industrial.

C. Elevation and Topography

The Property contains elevations ranging approximately 1134 to 1160 feet and generally slopes south to north.

D. Drainage

A drainage report has been provided by the Applicant to City Staff as part of the Preliminary Plat application. The Applicant proposes stormwater and drainage management systems that will meet or exceed the City’s applicable ordinances.

E. Utility Services

All necessary utilities for this project are currently located within the necessary proximity to serve the Property, or they will be extended by the Applicant, as necessary.

F. Fire Protection Services

Fire Protection services will be provided by the City of Norman Fire Department and by the Applicant as such are required by applicable City codes.

G. Traffic Circulation and Access

Access to the Property shall be permitted in the manner depicted on the attached Site Development Plan. The Applicant's proposal will include three (3) curb cuts that will serve as the access points to the Property.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Property shall be developed in general compliance with the Site Development Plan, attached hereto as **Exhibit B**, subject to final design development and the changes allowed by Section 36-509(g) of the City of Norman's PUD Ordinance, as may be amended from time to time. The Exhibits attached hereto, and as submitted on behalf of the Applicant, are incorporated herein by reference and further depict the development criteria for the Property.

A. Uses Permitted:

The Property will be developed into a multifamily residential development containing approximately 456 units with accompanying uses. A complete list of the allowable uses for the Property is attached as **Exhibit C**.

B. Development Criteria:

1. Building Height

Any building on the Property shall be allowed to reach a maximum height of five (5) stories, excluding any subgrade elements as well as any necessary roof top mechanical units, equipment, screening, or parapet walls.

2. Area Regulations

The Property shall comply with the setbacks shown on the Preliminary Site Development Plan. The minimum building setback shall be ten feet (10') from the north property line. The minimum building setback shall be fifty feet (50') from the eastern property line. The minimum building setback shall be twenty-five feet (25') from the western property line. The minimum building setback shall be forty feet (40') from the south property line.

3. Exterior Materials

The exterior of the building may be constructed of brick, stone, synthetic stone, high impact quality stucco or EIFS, masonry, metal accents, and any combination thereof.

4. Sanitation

Trash dumpsters will be located as depicted on the Site Development Plan or in locations as may be approved by City sanitation services.

5. Signage

All signs on the Property will comply with the medium density residential sign standards of the City of Norman Sign Regulations, as amended from time to time.

6. Open Space

Open space and green space areas shall be utilized on the Property as shown on the Green Space Exhibit, attached hereto as **Exhibit E** and fully incorporated herein. The Property will contain approximately seventeen (17) acres of green space comprising approximately 50% of the total area of the Property.

7. Parking

Parking for the Property may be developed in general compliance with the parking layout shown on the Site Development Plan. The Property shall comply with the City of Norman's applicable parking ordinances, as amended from time to time.

8. Exterior Lighting

All exterior lighting shall comply with the applicable provisions of the City of Norman's Commercial Outdoor Lighting Standards, as the same may be amended from time to time.

9. Landscaping and Fencing

Landscaping shall be provided and maintained in conformity to Section 36-551, Landscaping Requirements for Off-Street Parking Facilities, of the City of Norman's Zoning Ordinance, as may be amended from time to time. Fencing shall not be required on the Property but may be installed around the perimeter of the Property. Fencing placement and height shall comply with applicable City ordinances, as amended from time to time.

10. Phasing

It is anticipated the Property will be developed in multiple phases. The timing and number of phases will be determined by market demand and absorption rates and shall comply with Norman City Code 36-509, PUD, Planned Unit Developments, as may be amended from time to time.

EXHIBIT A

Legal Description of the Property

A tract of land situated within the Southwest Quarter (SW/4) of Section Four (4), Township Eight North (T8N), Range Two West (R2W) of the Indian Meridian (I.M.), Cleveland County, Oklahoma, being more particularly described as follows, to wit:

The East Half of the East Half of the Southwest Quarter (E/2 E/2 SW/4), less and except the North 440 feet, thereof.

EXHIBIT B

Preliminary Site Development Plan Full Size Documents Submitted to City Staff

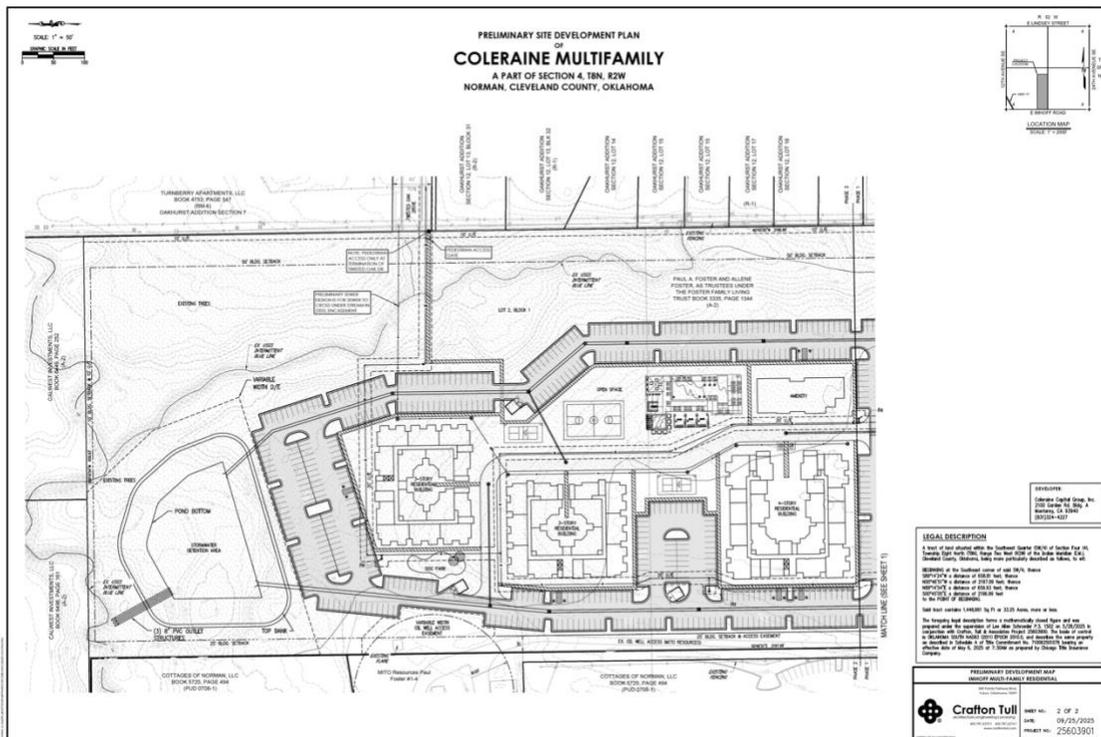
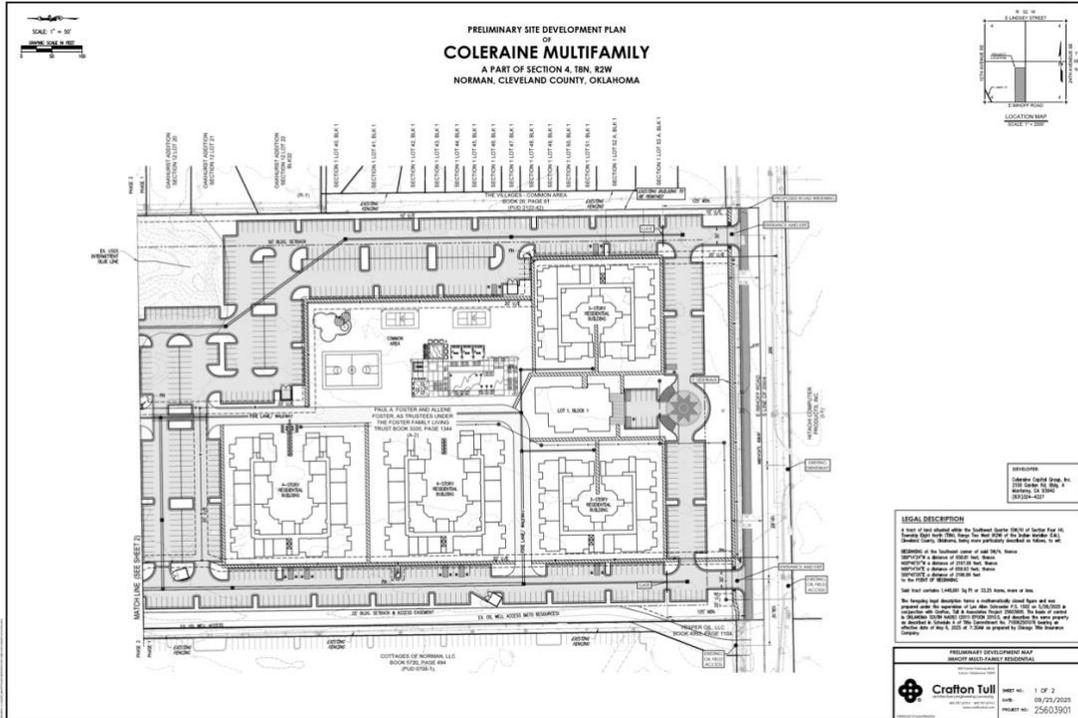


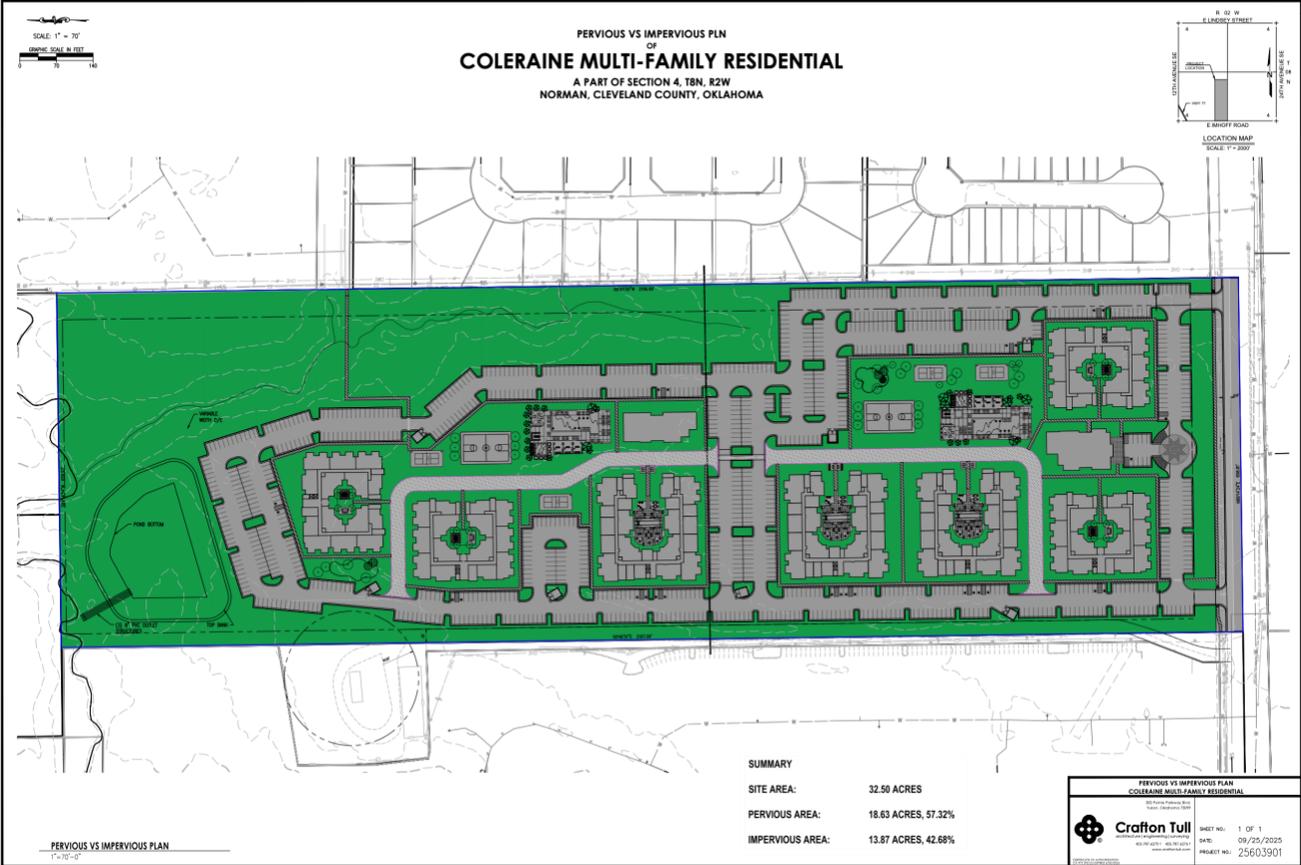
EXHIBIT C

Allowable Uses

- Apartment buildings
- Accessory buildings related to the maintenance and operation of the Property
- Leasing offices, pool areas, dog parks, sports courts, walking trails, fitness stations, outdoor grill areas, and similar recreational amenities for the residents of the development

EXHIBIT E

Green Space Exhibit Full Size Documents Submitted to City Staff



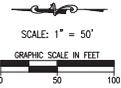
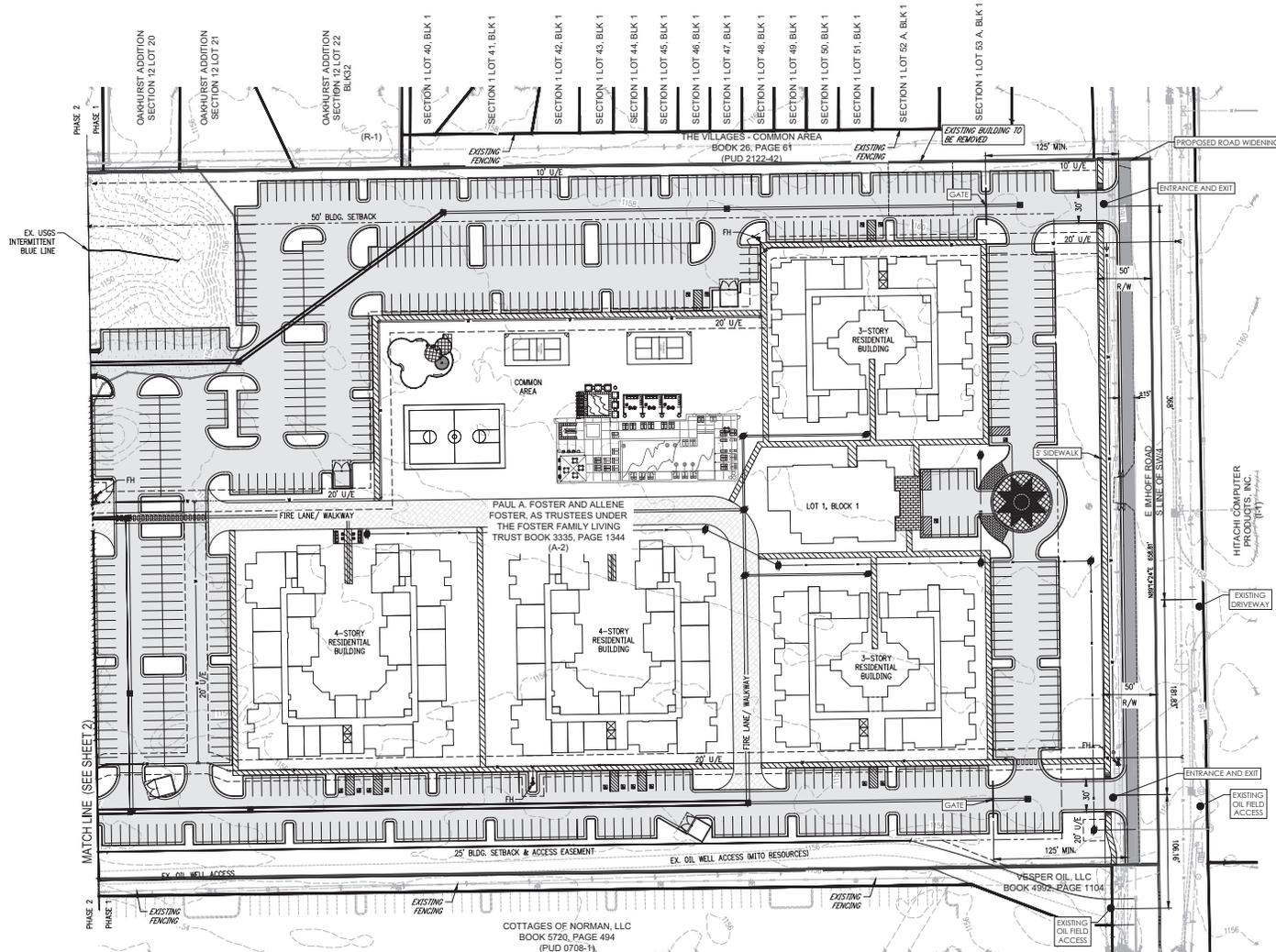
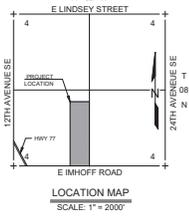


EXHIBIT B

PRELIMINARY SITE DEVELOPMENT PLAN OF COLERAINE MULTIFAMILY A PART OF SECTION 4, T8N, R2W NORMAN, CLEVELAND COUNTY, OKLAHOMA

Revised 12.11.25



DEVELOPER:
Coleraine Capital Group, Inc.
2100 Garden Rd. Bldg. A
Monterey, CA 93940
(831)324-4227

LEGAL DESCRIPTION
A tract of land situated within the Southwest Quarter (SW/4) of Section Four (4), Township Eight North (8N), Range Two West (R2W) of the Indian Meridian G.M., Cleveland County, Oklahoma, being more particularly described as follows, to wit:
BEGINNING at the Southeast corner of said SW/4; thence S89°14'24"W a distance of 658.81 feet; thence N0°46'57"W a distance of 2197.09 feet; thence N89°14'54"E a distance of 659.93 feet; thence S0°45'05"E a distance of 2196.99 feet to the POINT OF BEGINNING.
Said tract contains 1,448,661 Sq Ft or 33.25 Acres, more or less.
The foregoing legal description forms a mathematically closed figure and was prepared under the supervision of Lee Allen Schroeder P.S. 1502 on 5/28/2025 in conjunction with Crafton, Tull & Associates Project 25603900. The basis of control is OKLAHOMA SOUTH NAD83 (2011) EPOCH 2010.0, and describes the same property as described in Schedule A of Title Commitment No. 710062501078 bearing an effective date of May 6, 2025 at 7:30AM as prepared by Chicago Title Insurance Company.

PRELIMINARY DEVELOPMENT MAP
IMHOFF MULTI-FAMILY RESIDENTIAL
300 Pacific Parkway Blvd.
Tulsa, Oklahoma 74109
Crafton Tull
craftontull.com | crafftoll.com | tulsaoffice.com
405.787.6270 | 405.787.6271
www.craftontull.com
SHEET NO: 1 OF 2
DATE: 09/25/2025
PROJECT NO: 25603901

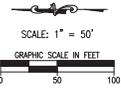
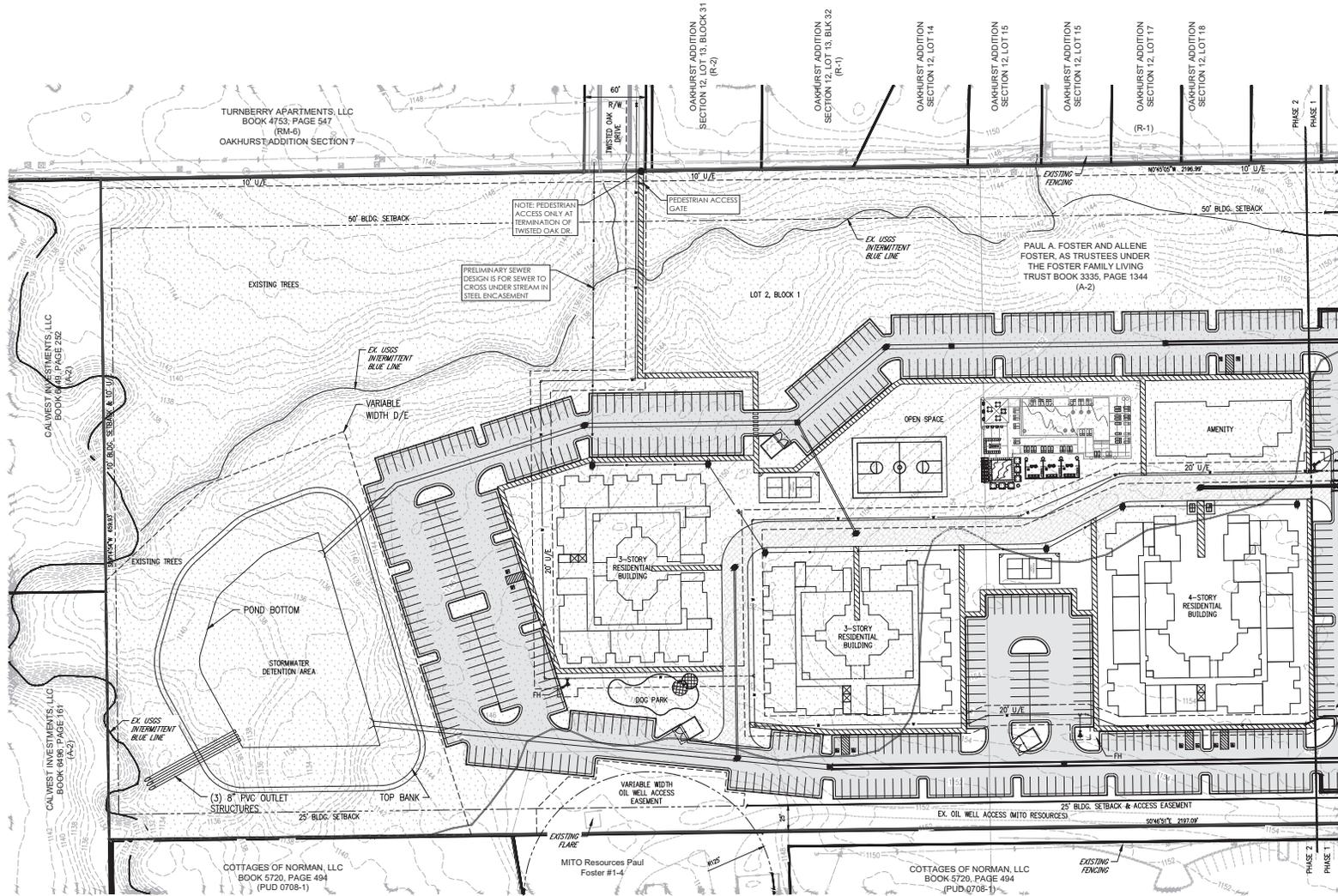
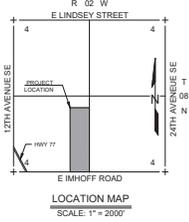


EXHIBIT B

PRELIMINARY SITE DEVELOPMENT PLAN OF COLERAINE MULTIFAMILY A PART OF SECTION 4, T8N, R2W NORMAN, CLEVELAND COUNTY, OKLAHOMA

Revised 12.11.25



DEVELOPER:
Coleraine Capital Group, Inc.
2100 Garden Rd. Bldg. A
Monterey, CA 93940
(831)324-4227

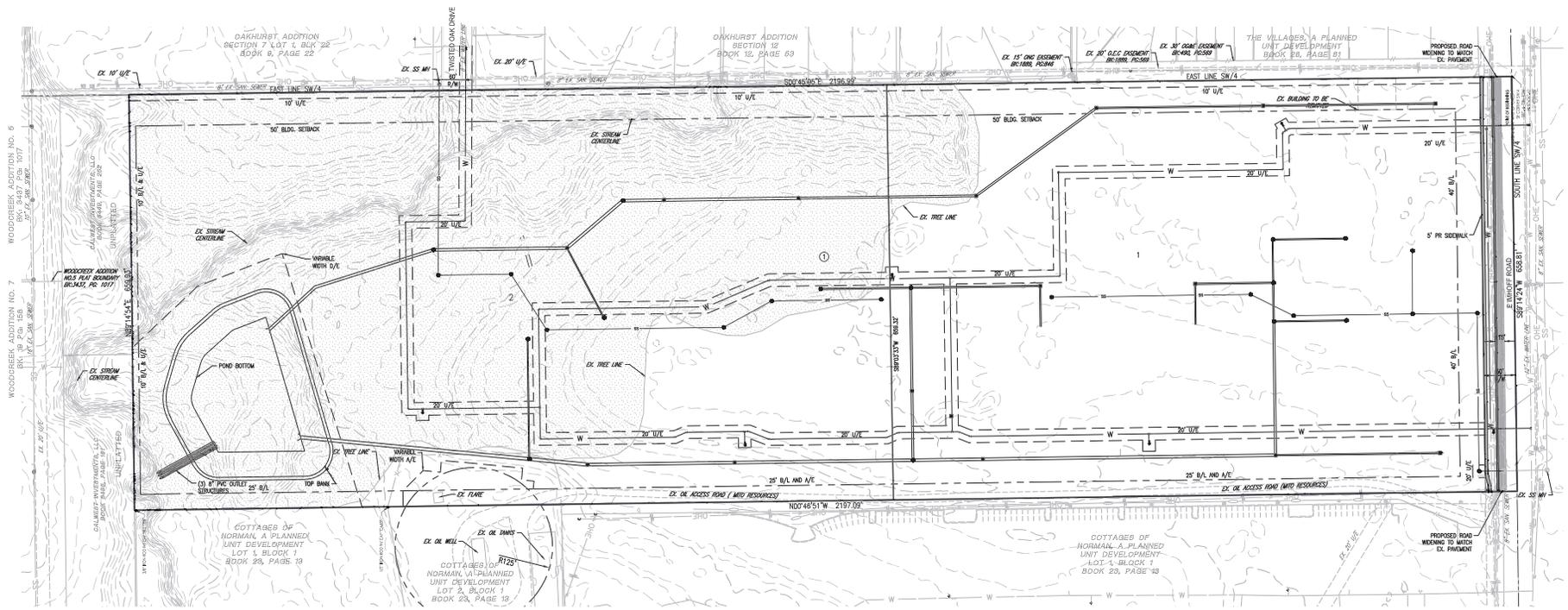
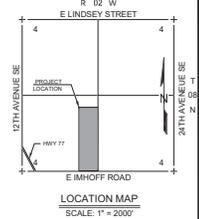
LEGAL DESCRIPTION
A tract of land situated within the Southwest Quarter (SW/4) of Section Four (4), Township Eight North (T8N), Range Two West (R2W) of the Indian Meridian (I.M.), Cleveland County, Oklahoma, being more particularly described as follows, to wit:
BEGINNING at the Southeast corner of said SW/4; thence S89°14'24"W a distance of 658.81 feet; thence N0°14'45"17"W a distance of 2197.09 feet; thence N89°14'54"E a distance of 659.93 feet; thence S00°45'05"E a distance of 2196.99 feet to the POINT OF BEGINNING.
Said tract contains 1,448,661 Sq Ft or 33.25 Acres, more or less.
The foregoing legal description forms a mathematically closed figure and was prepared under the supervision of Lee Allen Schroeder P.S. 1502 on 5/28/2025 in conjunction with Crafton, Tull & Associates Project 25603900. The basis of control is OKLAHOMA SOUTH NAD83 (2011) EPOCH 2010.0, and describes the same property as described in Schedule A of Title Commitment No. 710662201076 bearing an effective date of May 6, 2025 at 7:30AM as prepared by Chicago Title Insurance Company.

**PRELIMINARY DEVELOPMENT MAP
IMHOFF MULTI-FAMILY RESIDENTIAL**
300 Prairie Parkway Blvd.
Tulsa, Oklahoma 74104
Crafton Tull
architectural | engineering | surveying
405.787.6270 | 405.787.6271
www.craftontull.com
SHEET NO: 2 OF 2
DATE: 09/25/2025
PROJECT NO: 25603901

EXHIBIT D

PRELIMINARY PLAT OF COLERAINE MULTIFAMILY, A PLANNED UNIT DEVELOPMENT A PART OF THE SW/4 OF SECTION 4, T8N -R2W, I.M., NORMAN, CLEVELAND COUNTY, OKLAHOMA

Revised 12.11.25



LOT COUNT:	RESIDENTIAL	2 LOTS	32.50 ACRES
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LEGEND	
B/L	BUILDING LIMIT LINE
D/E	DRAINAGE EASEMENT
EX.	EXISTING
L.O.A.	LIMITS OF ACCESS
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
A/E	ACCESS EASEMENT
SS	SANITARY SEWER
W	WATER LINE

ZONING:	
CURRENT:	"A-2" AGRICULTURAL
	"I-2" INDUSTRIAL
PROPOSED:	"PUD" MULTI-FAMILY RESIDENTIAL

- NOTES**
- Maintenance of the common areas, islands/medians in public rights-of-way, and drainage areas shown shall be the responsibility of the Property Owner. No structures, storage of material, grading, fill, or other obstructions, either temporary or permanent shall be placed within drainage areas shown. Certain amenities such as, but not limited to, walks, benches, piers, and docks, shall be permitted if installed in a manner to meet the requirements specified above.
 - A sidewalk shall be required on each lot and must be installed prior to the issuance of an Occupancy Permit.
 - Sidewalks are the responsibility of the developer and must be installed prior to the issuance of any Occupancy Permits. Aerial sidewalks will be provided in accordance with sidewalk ordinances.
 - All existing and proposed easements will be tied to lot corners on final plats. Final location of such to be subject to engineering review of public improvements.
 - All maintenance within the drainage detention facility shall be the right, duty and responsibility of the drainage area Property Owner; however, if maintenance is neglected or subject to other unusual circumstances and is determined to be a hazard or threat to public safety by the City, corrective maintenance may be performed by the governing jurisdiction with costs assessed and born upon said Drainage Area Property Owner. Officials representing the Public Works Department, shall have the right to enter upon the property for purposes of periodic inspection and/or corrective maintenance of the facility. Upon receiving written approval from the Public Works Department, Property Owner may construct improvements within the property, provided the improvement does not interfere with the function of the detention facility.
 - All Public Utilities shall be designed in accordance with the City of Norman Standards.
 - All Public Utilities will be in dedicated easements.
 - All Sanitary Sewer Lines to be 8" Dia. unless noted otherwise.
 - All Water Lines to be 8" Dia. unless noted otherwise.
 - Fire Hydrants will be located and installed in accordance with the Final Plans and the City of Norman Standards and Specifications.
 - All Public Improvements are subject to engineering review and approval. Final size and location to be installed in accordance with the Final Plans and the City of Norman Standards and Specifications.
 - Property is located in the Bishop Creek watershed with a total drainage area of 7,411.20 Acres MOL.

LEGAL DESCRIPTION

A tract of land situated within the Southwest Quarter (SW/4) of Section Four (4), Township Eight North (T8N), Range Two West (R2W) of the Indian Meridian (I.M.), Cleveland County, Oklahoma, being more particularly described as follows, to wit:

BEGINNING at the Southeast corner of said SW/4; thence S89°14'24"W a distance of 656.81 feet; thence N00°45'51"W a distance of 2197.09 feet; thence N89°14'54"E a distance of 659.93 feet; thence S00°45'05"E a distance of 2196.99 feet to the POINT OF BEGINNING.

Said tract contains 1,448,661 Sq Ft or 33.25 Acres, more or less.

The foregoing legal description forms a mathematically closed figure and was prepared under the supervision of Lee Allen Schroeder P.S. 1502 on 5/28/2025 in conjunction with Crafton, Tull & Associates Project 25603900. The basis of control is OKLAHOMA SOUTH NAD83 (2011) EPOCH 2010.0, and describes the same property as described in Schedule A of Title Commitment No. 710065501076 bearing an effective date of May 6, 2025 at 7:30AM as prepared by Chicago Title Insurance Company.

CURRENT PROPERTY OWNER: FOSTER FAMILY LIVING TRUST 1708 LENOX DR NORMAN, OK 73069	ENGINEER: CRAFTON, TULL & ASSOCIATES, INC. BRADEN SHAFFER, P.E., CFM 300 POINTE PARKWAY BLVD YUKON, OK 73099
DEVELOPER: COLERAINE CAPITAL GROUP, INC. 2100 GARDEN RD, BLDG A MONTEREY, CA 93940	PH: 405-787-6270 EMAIL: braden.shaffer@craftontull.com
PH: 831-324-4227 EMAIL: bmoon@colerainecapital.com	SURVEYOR: CRAFTON, TULL & ASSOCIATES, INC. LEE ALLEN SCHROEDER, P.S. 300 POINTE PARKWAY BLVD YUKON, OK 73099
	PH: 405-787-6270 EMAIL: lee.schroeder@craftontull.com

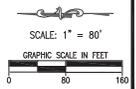
**PRELIMINARY PLAT
COLERAINE MULTIFAMILY**

300 Pointe Parkway Blvd
Yukon, Oklahoma 73099

Crafton Tull
architecture (engineering) surveying
405.787.6270 405.787.6271
www.craftontull.com

SHEET NO.: 1 OF 1
DATE: 09/25/2025
PROJECT NO.: 25603901

UNIVERSITY OF OKLAHOMA
CIVIL ENGINEERING DEPARTMENT

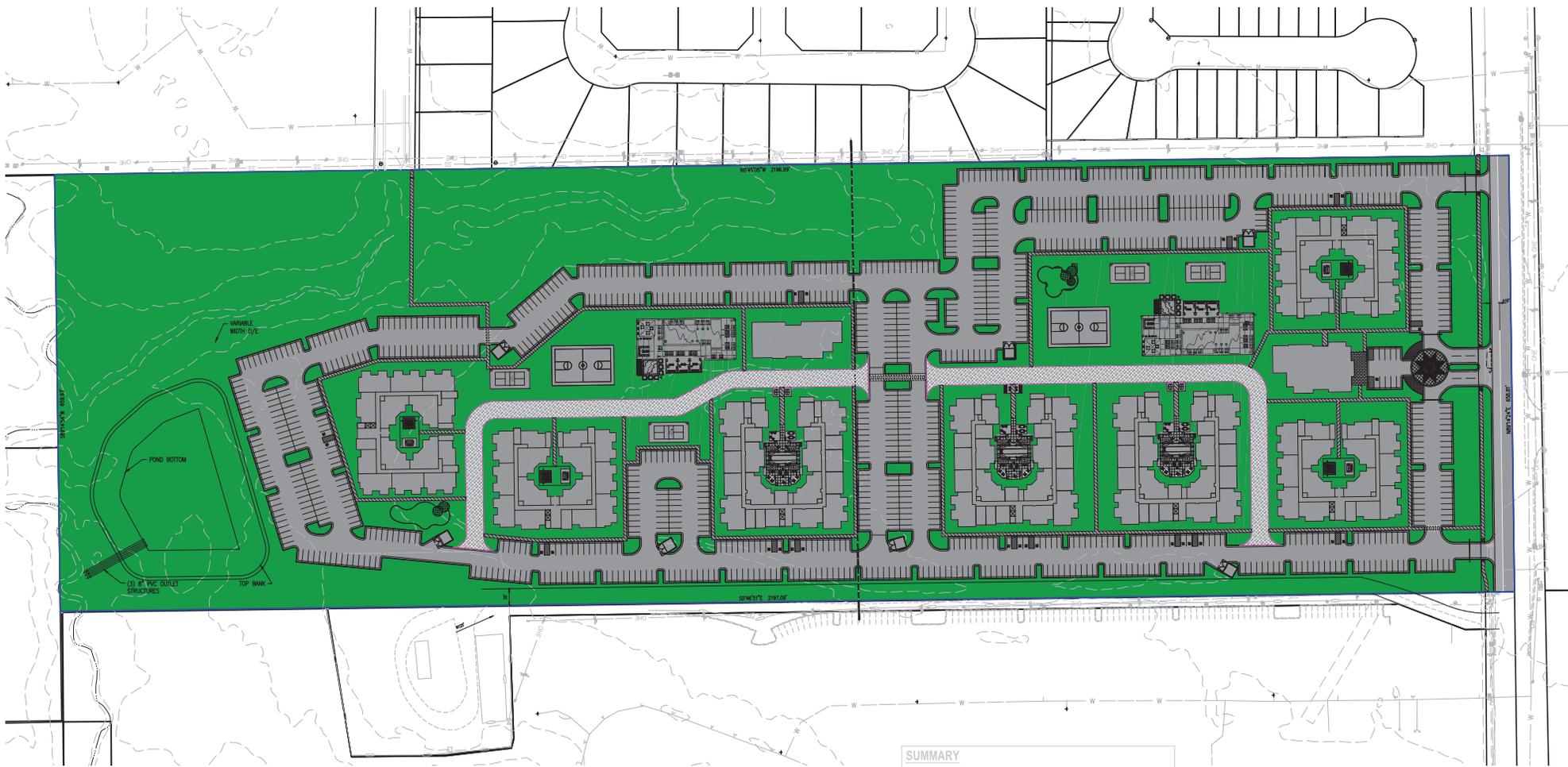
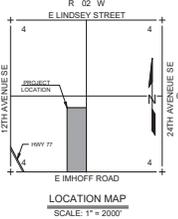


SCALE: 1" = 70'
GRAPHIC SCALE IN FEET
0 70 140

EXHIBIT E

PERVIOUS VS IMPERVIOUS PLN OF COLERAINE MULTI-FAMILY RESIDENTIAL A PART OF SECTION 4, T8N, R2W NORMAN, CLEVELAND COUNTY, OKLAHOMA

Revised 11.25.25



SUMMARY	
SITE AREA:	32.50 ACRES
PERVIOUS AREA:	18.56 ACRES, 57.11%
IMPERVIOUS AREA:	13.94 ACRES, 42.89%

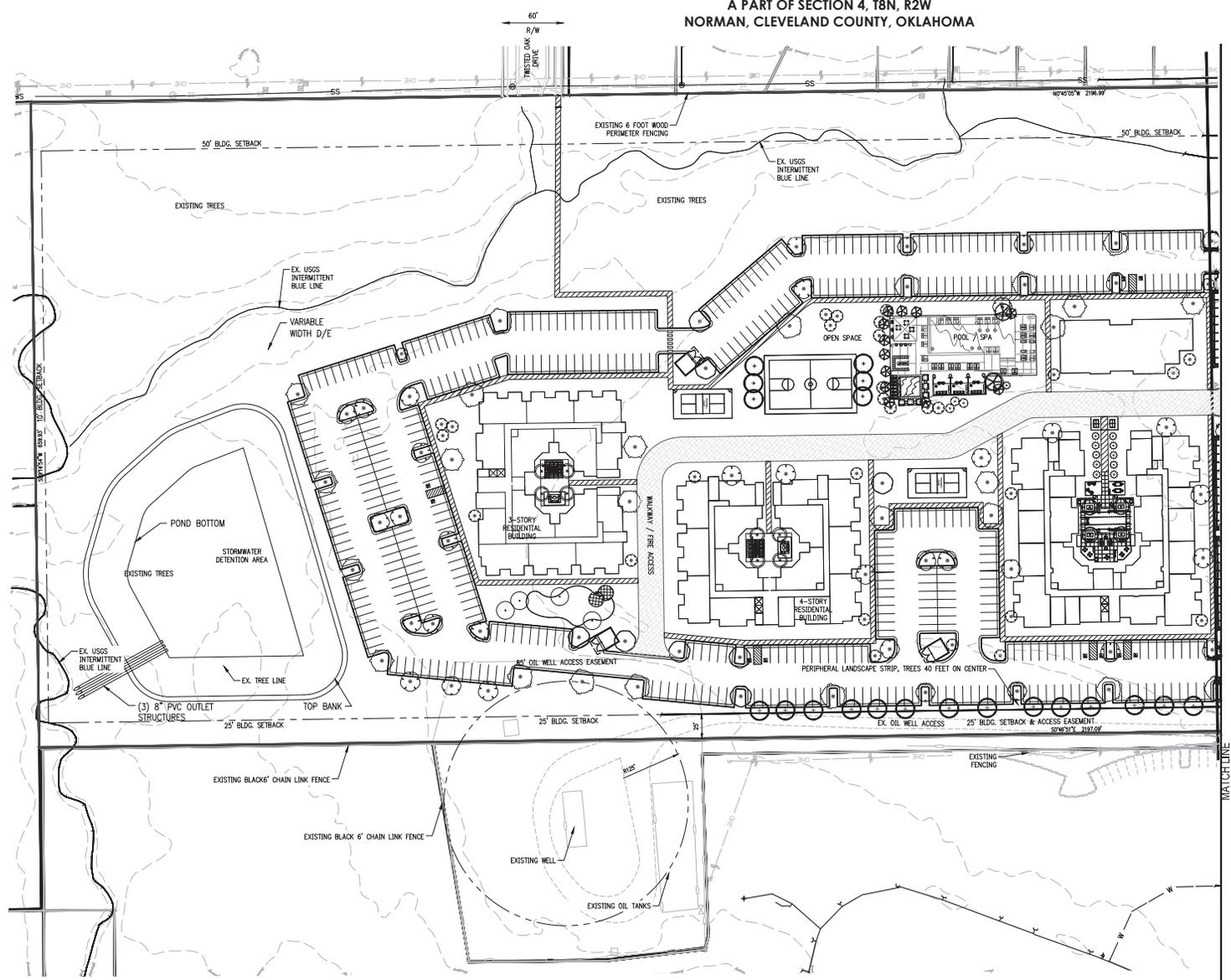
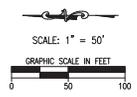
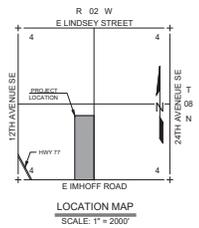
PERVIOUS VS IMPERVIOUS PLAN
1"=70'-0"

PERVIOUS VS IMPERVIOUS PLAN
COLERAINE MULTI-FAMILY RESIDENTIAL

Crafton Tull
architects | engineers | surveyors
405.787.4270 | 405.787.4271
www.craftontull.com

SHEET NO.: 1 OF 1
DATE: 09/04/2025
PROJECT NO.: 25603901

PRELIMINARY SITE LANDSCAPE PLAN
OF
COLERAINE MULTI-FAMILY RESIDENTIAL
A PART OF SECTION 4, T8N, R2W
NORMAN, CLEVELAND COUNTY, OKLAHOMA



PLANT SCHEDULE

SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT
TREES			
(Symbol 20)	20	ACER RUBRUM ARMSTRONG / ARMSTRONG RED MAPLE	2 1/2' CAL.
(Symbol 23)	23	ACER RUBRUM AUTUMN GLORY / AUTUMN GLORY MAPLE	2' CAL, 10'-12' HT.
(Symbol 62)	62	ACER SACCHARUM AUTUMN SPLENDOR / CADDO SUGAR MAPLE	2.5' CAL, TYPE 1 & 2
(Symbol 81)	81	CERCIS CANADENSIS 'OKLAHOMA' / OKLAHOMA REDBUD	2.5' CAL TOTAL 3-TRUNK MIN.
(Symbol 14)	14	CUPRESSUS ARIZONICA 'BLUE ICE' / ARIZONA CYPRESS	7' MIN, FULL TO GROUND
(Symbol 42)	42	LAGERSTROEMIA X TUSCARORA / RED CRAPE MYRTLE MULTI-TRUNK	MULTI-TRUNK, 3-1" CANE MIN.
(Symbol 66)	66	PINUS TAEDA / LOBLOLLY PINE	2' CAL, 8-10' HT.
(Symbol 40)	40	PRISTACA CHINENSIS / CHINESE PRISTACHE	2' CAL, 8-10' HT.
(Symbol 14)	14	QUERCUS SHUMARDI / SHUMARD RED OAK	2' CAL, 8-10' HT.
(Symbol 21)	21	TAXODIUM DISTICHUM / BALD CYPRESS	2' CAL, 8-10' HT.
(Symbol 43)	43	ULMUS PARVIFOLIA / LACEBARK ELM	2' CAL, 10'-12' HT.

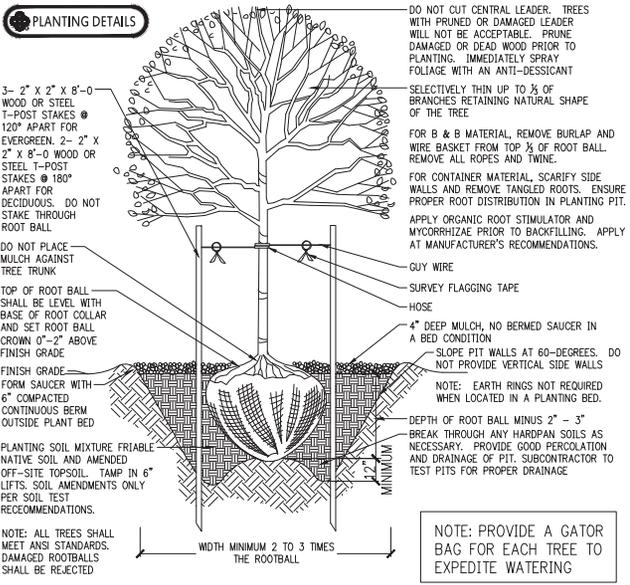
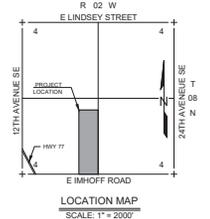
LANDSCAPE PLAN
1"=50'-0"

PRELIMINARY LANDSCAPE PLAN
COLERAINE MULTI-FAMILY RESIDENTIAL

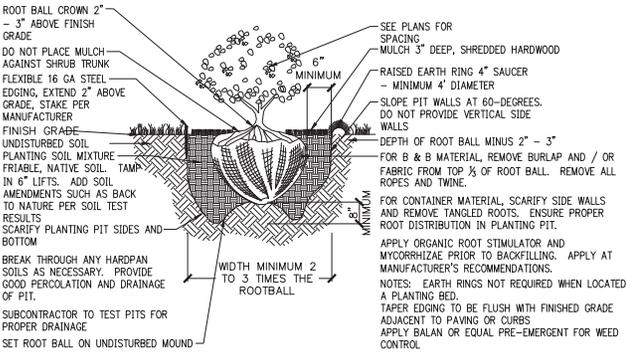
Crafton Tull
405.787.4270 | 405.787.4271
www.craftontull.com

SHEET NO: 2 OF 3
DATE: 09/25/2025
PROJECT NO: 25603901

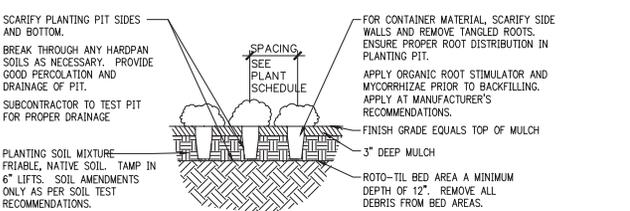
PRELIMINARY SITE LANDSCAPE PLAN
OF
COLERAINE MULTI-FAMILY RESIDENTIAL
A PART OF SECTION 4, T8N, R2W
NORMAN, CLEVELAND COUNTY, OKLAHOMA



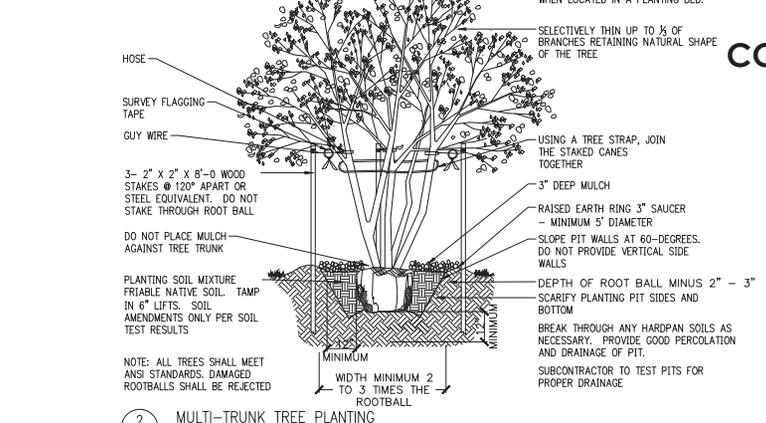
1 TREE PLANTING
(L-501) NOT TO SCALE



3 SHRUB / ORNAMENTAL GRASSES PLANTING
(L-501) NOT TO SCALE



4 GROUND COVER PLANTING
(L-501) NOT TO SCALE



2 MULTI-TRUNK TREE PLANTING
(L-501) NOT TO SCALE

PLANTING NOTES

- THE QUANTITIES ON THE PLANT SCHEDULE ARE FOR CONVENIENCE ONLY. THE GRAPHIC REPRESENTATIONS ON THE DRAWINGS TAKE PRECEDENT. VERIFY INDICATED QUANTITIES AND ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
- NO SUBSTITUTIONS AS TO SIZE, TYPE, SPACING, QUANTITY OR QUALITY OF PLANT MATERIAL SHALL BE MADE WITHOUT THE WRITTEN APPROVAL OF EITHER THE OWNER'S REPRESENTATIVE OR THE PROJECT LANDSCAPE ARCHITECT. CHANGES IN PLANT MATERIAL MAY CONSTITUTE PLAN RE-APPROVAL.
- PLANTS SHALL BE SUPPLIED AT THE SIZES SPECIFIED ON THE DRAWINGS. THE SIZES SHOWN ARE THE MINIMUM REQUIRED FOR EACH CATEGORY (HEIGHT, SPREAD, CALIPER, CONTAINER SIZE ETC.). THE PLANTS SUPPLIED MUST CONFORM TO ALL OF THE MINIMUM DIMENSIONS INDICATED. PLANTS OF LARGER SIZE MAY BE USED IF ACCEPTABLE TO THE OWNER AT NO ADDITIONAL COST AND IF SIZE OF CONTAINER OR ROOT BALLS, HEIGHT, AND SPREAD ARE INCREASED PROPORTIONATELY IN ACCORDANCE WITH ANSI Z601.1, 2004 EDITION. ALL OTHER QUALITY REQUIREMENTS OF THE PLANT MATERIAL MUST ALSO BE ADHERED.
- ALL PLANTS MUST BE NURSERY GROWN. ALL TREES SHALL COMPLY WITH ANSI Z601.1, 2004 EDITION AND THE URBAN TREE FOUNDATION GUIDELINE FOR NURSERY TREE QUALITY, 2009 EDITION. ALL PLANTS SHALL BE HIGHEST QUALITY, FIRST CLASS REPRESENTATIVES OF THEIR SPECIES. SECONDS, CULLS, OR PARK GRADE MATERIAL WILL BE REJECTED.
- CALIPER SIZE IS NOT TO BE REDUCED. CALIPER MEASUREMENTS SHALL BE TAKEN IN ACCORDANCE WITH ANSI STANDARDS.
- ALL TREES EXCEPT MULTI-TRUNKED MUST BE STRAIGHT TRUNKED, HAVE A STRONG CENTRAL LEADER, FULL HEADED, AND MEET THE MINIMUM REQUIREMENTS. TREES WITH "Y" SHAPE ARE NOT ACCEPTABLE UNLESS THAT SHAPE IS NATURAL TO THE GROWTH HABIT OF THE SPECIES. TREES THAT HAVE BEEN FRESHLY PRUNED TO MEET THESE SPECIFICATIONS SHALL BE REJECTED.
- THE PLANT'S VEGETATIVE CANOPY SHOULD BE MOSTLY SYMMETRICAL AND FREE OF LARGE VOIDS OR FLAT SURFACE AREAS.
- TREES AND SHRUBS MOVED DURING PERIODS OF HIGH TRANSPIRATION SHALL BE SPRAYED WITH AN ANTI-DESSICANT PRIOR TO MOVING. APPLY AND REMOVE ANTI-DESSICANTS ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.
- TREES SHALL BE STAKED AND GUYED AS DETAILED. STAKE AND GUYED MATERIALS SHALL BE REMOVED BY THE LANDSCAPE SUBCONTRACTOR SIX (6) MONTHS AFTER FINAL ACCEPTANCE.
- AMENDMENTS AND FERTILIZER BASED ON SITE-SPECIFIC SOIL TEST RESULTS, SHALL BE THOROUGHLY TILLED INTO THE SOIL ACCORDING TO SOIL TEST RECOMMENDATIONS ALONG WITH THE TOPSOIL.
- PRIOR TO COMMENCEMENT OF INSTALLATION, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES AND SHALL AVOID DAMAGING UTILITIES DURING INSTALLATION. ANY UTILITIES DAMAGED DURING INSTALLATION SHALL BE REPAIRED BY THE LANDSCAPE CONTRACTOR TO THE SATISFACTION OF THE APPROPRIATE UTILITY COMPANY AND THE GENERAL CONTRACTOR. ALL REPAIRS SHALL BE AT NO COST TO THE OWNER. CALL OKLAHOMA ONE-CALL SYSTEM AT 1-800-522-OKIE.
- ALL PLANT BEDS SHALL BE THOROUGHLY ROTO-TILLED A MINIMUM OF TWELVE INCHES (12") PRIOR TO PLANT PLACEMENT. AMENDMENTS, IF REQUIRED BASED ON SITE-SPECIFIC SOIL TEST RESULTS, SHALL BE THOROUGHLY TILLED INTO THE SOIL ACCORDING TO THE TEST RESULT RECOMMENDATIONS. PROVIDE POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES.
- THE LANDSCAPE CONTRACTOR SHALL UTILIZE ON-SITE TOPSOIL AS AVAILABLE UNLESS DEEMED NECESSARY TO BRING IN NEW TOPSOIL. ALL UNEVEN AREAS CAUSED BY PLANTING SHALL BE GRADED SMOOTH. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE PROJECT SHALL BE CORRECTED BY THE CONTRACTOR AT NO COST TO THE OWNER.
- ALL PLANTS SHALL BE PLACED WITH THE BEST FACE FORWARD, TOWARDS THE STREET WHENEVER POSSIBLE.
- ALL PLANTS SHOULD BE PRUNED OR BROKEN AND DEAD WOOD AS NECESSARY PRIOR TO INSTALLATION. REMOVE NO MORE THAN 1/3 OF THE BRANCHING. DO NOT PLANT WHEN GROUND IS FROZEN OR MUDDY.
- MULCH SHALL BE SHREDDED HARDWOOD PLACED TO A DEPTH OF 3".
- PRE-EMERGENT HERBICIDES, TRIFLURALIN, EPTAM, PREEM, OR APPROVED EQUAL, SHALL BE APPLIED TO ALL PLANTING BEDS PRIOR TO MULCHING. APPLY AT MANUFACTURER'S RATES AND RECOMMENDATIONS.
- APPLY ORGANIC ROOT STIMULATOR, CONTAINING MYCORRHIZAE, TO ALL PLANTS PRIOR TO BACKFILLING. APPLY AT MANUFACTURER'S RATES AND RECOMMENDATIONS.
- THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE PLANT INSTALLATIONS UNTIL ACCEPTED BY THE OWNER'S REPRESENTATIVE AND THE PROJECT TURNED OVER TO THE OWNER. MAINTENANCE SHALL INCLUDE RE-MULCHING, WATERING, WEEDING, APPLICATIONS OF HERBICIDES, FUNGICIDES, INSECTICIDES AND PESTICIDES AS NECESSARY. MAINTENANCE SHALL INCLUDE ALL PLANTINGS, TREES, AND GROUND COVERS.
- THE LANDSCAPE CONTRACTOR SHALL GUARANTEE THAT ALL PLANTS SHALL BE IN A HEALTHY AND THRIVING CONDITION ACCORDING TO THE NATURAL GROWTH HABITS OF THE INDIVIDUAL SPECIES AT THE TIME OF THE TURNOVER TO THE OWNER. LANDSCAPE CONTRACTOR SHALL GUARANTEE PLANT MATERIAL FOR ONE YEAR AFTER FINAL ACCEPTANCE.

TURF NOTES

- SOD AREAS SHOWN SHALL BE PLANTED WITH U-3 BERMUDA SOD OR EQUIVALENT AS APPROVED BY OWNER'S REPRESENTATIVE. ALL OTHER AREAS DISTURBED BY CONSTRUCTION AND NOT SHOWN TO BE PAVED, PLANTING BED OR OTHERWISE INDICATED, SHALL BE SODDED.
- REMOVE ALL WEEDS, GRASS AND ANY DEBRIS LARGER THAN 1" IN DIAMETER FROM ALL AREAS TO BE SODDED. SODDED AREAS ARE TO BE ROTO-TILLED TO A DEPTH OF 6" AND ROUGH GRADED. TOPSOIL SHALL BE ADDED TO A DEPTH OF 4". SOIL AMENDMENTS AND FERTILIZER BASED ON SITE-SPECIFIC SOIL TEST RESULTS, SHALL BE THOROUGHLY TILLED INTO THE SOIL ACCORDING TO SOIL TEST RECOMMENDATIONS ALONG WITH THE TOPSOIL.
- GRADE SODDED AREAS SMOOTH TO WITHIN 1" OF FINISH GRADE AND ENSURE PROPER DRAINAGE AWAY FROM ALL STRUCTURES. ROLL SURFACE WITH A ROLLER TO ACHIEVE A SMOOTH FIRM SURFACE.
- LAY SOD WITHIN 24 HOURS OF DELIVERY. LAY SOD WITH ENDS STAGGERED. LAY SOD PERPENDICULAR TO ANY SLOPES AND STAKE WITH NAILS OR PEGS ACCORDING TO MANUFACTURER RECOMMENDATIONS. ROLL SOD AGAIN AFTER INSTALLATION TO ENSURE GOOD CONTACT WITH THE SOIL.
- WATER SOD THOROUGHLY AFTER INSTALLATION. FOR THE FIRST FEW WEEK AFTER SODDING, WATER DAILY JUST ENOUGH TO MOISTEN THE GRASS AND UNDERLYING SOIL. MAY NEED TO WATER TWO OR THREE TIMES A DAY. AVOID PUDDLING AND RUN-OFF.
- THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL SODDED AREAS UNTIL ACCEPTED BY THE OWNER'S REPRESENTATIVE AND THE PROJECT IS TURNED OVER TO THE OWNER. MAINTENANCE SHALL INCLUDE MOWING, WATERING, EDGING AND WEEDING. APPLICATIONS OF HERBICIDES, FUNGICIDES, INSECTICIDES AND PESTICIDES AS NECESSARY.
- THE LANDSCAPE CONTRACTOR SHALL GUARANTEE THAT ALL SODDED AREAS ARE IN A HEALTHY AND THRIVING CONDITION AT THE TIME OF THE TURNOVER TO THE OWNER. LANDSCAPE CONTRACTOR SHALL GUARANTEE THE TURF FOR A PERIOD OF SIX MONTHS AFTER FINAL ACCEPTANCE.

IRRIGATION NOTES

- THE IRRIGATION SHALL BE PERFORMED BY A DESIGN/BUILD CONTRACTOR. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL SITE UTILITIES, COORDINATING UTILITY CONSTRUCTION WITH OWNER, AND PROTECTING UTILITIES DURING CONSTRUCTION.
- ACTUAL LOCATION OF BACKFLOW VALVE AND METER MAY CHANGE, AND SHOULD BE COORDINATED WITH OWNER'S REPRESENTATIVE. LOCATION OF ALL SLEEVING SHOULD BE COORDINATED WITH OTHER SITE UTILITIES WITH THE GENERAL CONTRACTOR. QUICK COUPLER LOCATIONS SHOULD BE MAINTAINED. IF QUICK COUPLERS ARE MOVED, THEY MUST BE LOCATED IN SUCH A WAY THAT ALL NEW LANDSCAPE MATERIALS ARE WITHIN 100' OF QUICK COUPLER CONNECTION.
- INSTALL ALL MATERIALS AS PER MANUFACTURER'S RECOMMENDATIONS, AND TO MEET ALL LOCAL CODES.
- RPZ BACKFLOW PREVENTER TO BE INSTALLED AS PER ALL APPLICABLE CODE AND ORDINANCE REQUIREMENTS.
- QUICK COUPLER TO BE RAINBIRD 3/4" COUPLER OR APPROVED EQUAL. CONTRACTOR WILL PROVIDE TWO (2) COUPLER KEYS AND HOSE SWIVEL ELLS FOR EACH COUPLER.
- ALL PIPING TO BE MINIMUM 1" DIAMETER SCHEDULE 40 PVC BURIED AT A DEPTH NO LESS THAN 18" BELOW FINISH GRADE.
- THE IRRIGATION CONTRACTOR IS RESPONSIBLE FOR VERIFYING STATIC PRESSURE AND GPM AT METER TO ENSURE MINIMUM PRESSURE IS MET AT FARTHEST COUPLER FOR PROPER OPERATION.

PRELIMINARY LANDSCAPE PLAN
COLERAINE MULTI-FAMILY RESIDENTIAL

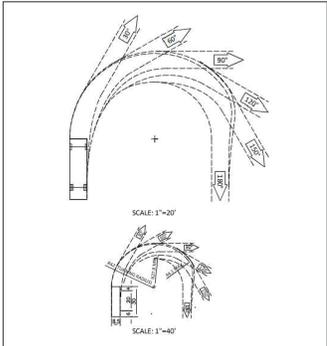
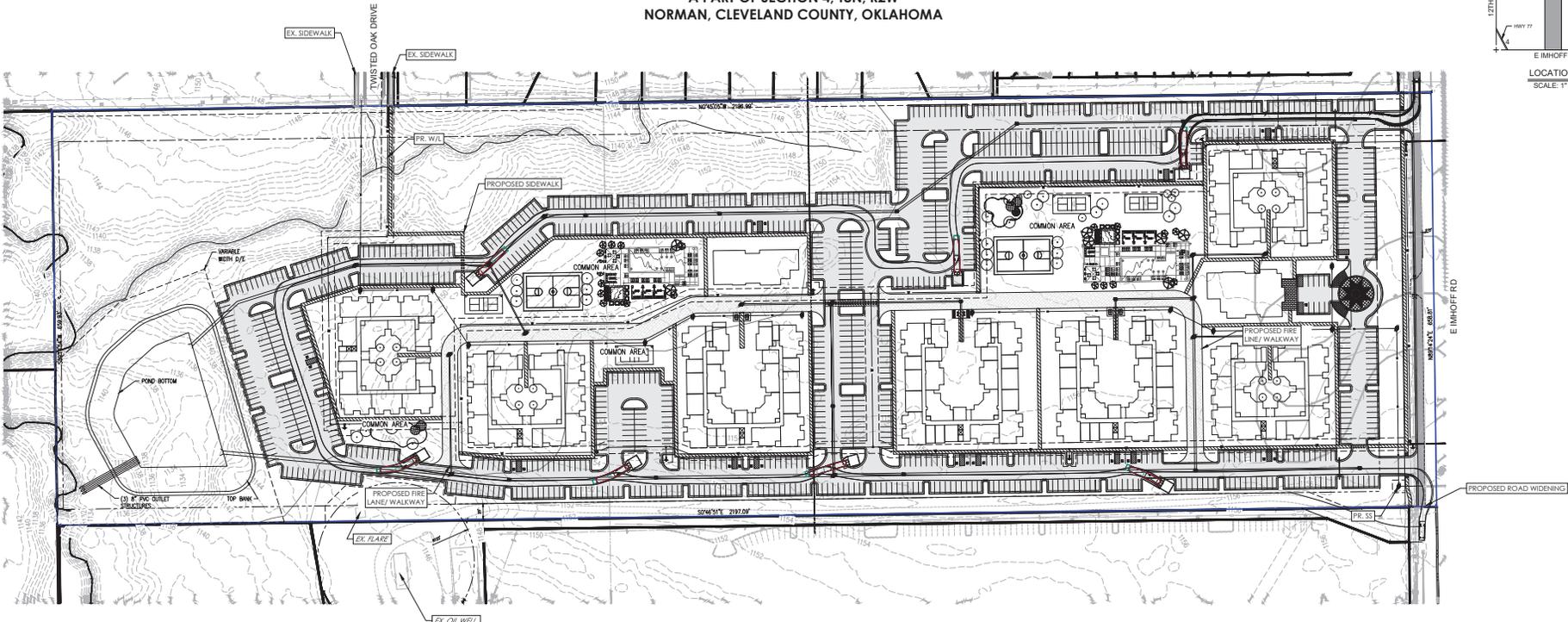
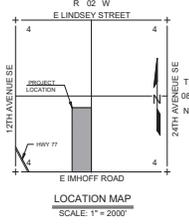
300 Plankin Parkway Blvd
Norman, Oklahoma 73069

Crafton Tull
architectural landscape | landscape
405.767.6201 | 405.767.6261
www.craftontull.com

SHEET NO: 3 OF 3
DATE: 09/25/2025
PROJECT NO: 25603901

SANITATION TURNING RADIUS
OF
COLERAINE MULTIFAMILY
A PART OF SECTION 4, T8N, R2W
NORMAN, CLEVELAND COUNTY, OKLAHOMA

SCALE: 1" = 80'
GRAPHIC SCALE IN FEET



IN ACCORDANCE WITH THE POLICY OF THE STATE HIGHWAY AND TRANSPORTATION DEPARTMENT, IT IS POLICY ON GEOMETRIC DESIGN OF HIGHWAYS TO PROVIDE ADEQUATE TURNING RADIUS FOR TRUCKS AND BUSES.

SANITATION TRUCK TURNING RADIUS

CITY ENGINEER APPROVAL: _____ CITY OF NORMAN, OKLAHOMA
 APPROVAL DATE: _____ DESIGN DATE: 02/2023 PROJ. NO. 00 DRAWING NO. GC 04

**SANITATION TURNING RADIUS
COLERAINE MULTI-FAMILY**

300 Prairie Parkway Blvd.
Norman, Oklahoma 73069

Craftron Tull
architectural | engineering | surveying
405.787.6270 | 405.787.6271
www.craftron8.com

SHEET NO: 1 OF 1
DATE: 09/25/2025
PROJECT NO: 25603901

Applicant: Coleraine Capital Group, Inc.

Project Location: 1751 E Imhoff Road

Case Number: PD25-15

Time: 5:30PM

Applicant/Representative:

Gunner Joyce
Libby Smith

Attendees:

Erika Byrd
Tom Parsons
Helen Todd
Alan Tullis
Peter Plank
Joseph Niekamp
Turia Niekamp
Rick Bond
Caleb Morgan
Maranda Greenfield
Wayne Wickham
Paige Dalluge
Pat Wilkleam

City Staff

Kelly Abell Planner I
Beth Muckala, City Attorney

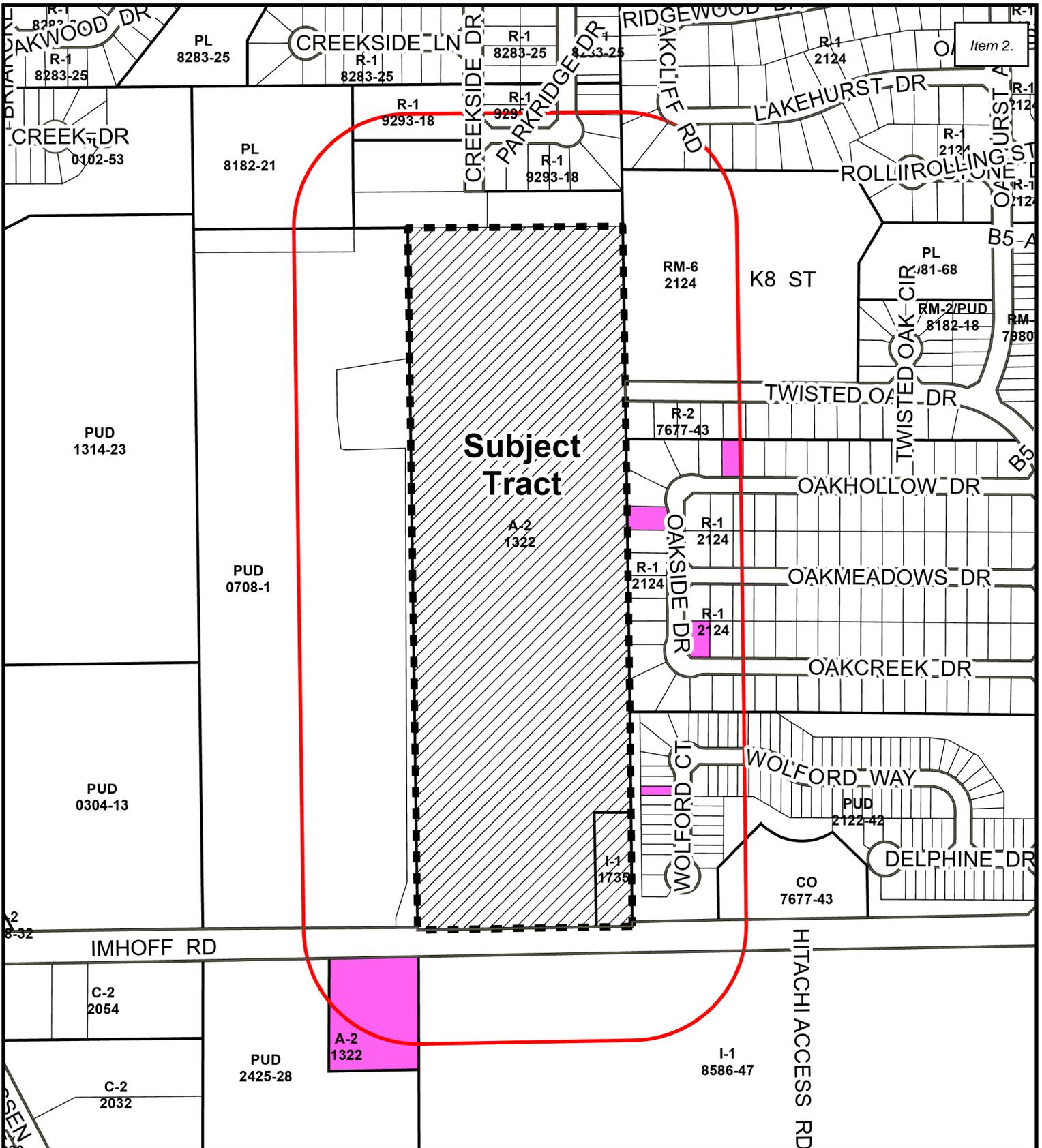
Application Summary:

The applicant submitted a request for Pre-development meeting only. The future request will be for rezoning to a new Planned Unit Development (PUD) for approximately 32.5 acres of property located East of Classen Blvd. and North of Highway Nine. The proposal is to allow for a phased multifamily residential development with accompanying amenities.

Neighbor's Comments/Concerns/Responses

The applicant presented the PUD rezoning request for a proposed multi-family apartment development. During the meeting, neighboring residents raised several concerns, primarily related to wildlife preservation, trash management, and the potential impact on the local homeless population. Specifically, residents expressed concern about the effects of land clearing on migratory birds, deer, and owls that inhabit the wooded area. They

inquired about strategies to minimize habitat disruption and preserve local wildlife. Additional concerns focused on litter, dumpster placement, and ongoing site maintenance. Neighbors voiced fears that the development could lead to increased trash in adjacent neighborhoods and create hidden areas that might attract homeless encampments within the remaining wooded sections. In response, the applicant proposed the following mitigation measures: Installation of enclosed dumpsters with regular maintenance to manage litter and reduce odors. Potential construction of a perimeter fence to deter unauthorized foot traffic and help prevent encampments in the area.



Protest Map

4.3% Protest Within Notification Area



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



0 200 400 Feet

September 19, 2025

-  Subject Tract
-  Notification Area
-  Protest
-  Protest Outside Notification Area

Letter of Protest

FILED IN THE OFFICE
OF THE CITY CLERK
ON 08/14/25-JW

4 August 2025

Joseph and Turia Niekamp
Living Trust Trustees
2104 Oakside Drive
Norman, OK 73071-1219

City Clerk – City of Norman, OK
Norman Planning Commission
P.O. Box 370
Norman, OK 73069

Topic: Rezoning request for property located at 1751 E. Imhoff Rd.,
Norman, OK

To Whom It May Concern:

As trustees of a living trust in our own names, we are authorized to speak on the trust's behalf.

We wish to protest the zoning change for the property located at 1751 Imhoff Rd., Norman, OK based on the following concerns:

A. While this development is permitted by the Norman 2025 Land Use and Transportation Plan we find it to be flawed in allowing the construction of four-story apartment buildings in the backyards of single family residential units. When the Plan was passed, we saw nothing of this in it.

B. While under construction:

1. Noise - all day long every day. Heavy equipment sound and air pollution will result. While construction on the apartments is underway there will be loud music and the constant daily pounding of nail guns and buzzing of saws. The Lennair development is a block away from us and has already assaulted the neighborhood with this interminable noise for months on end.
2. Dirt and Dust - From the time of ground-breaking until landscaping is completed there will be a pall of wind-blown dirt and dust over the neighborhood. Again, we have been living with

this from the Lennair development down the street. When we first moved into this neighborhood, dust and dirt was not a problem for us but now dirt covers our vehicles and dust accumulates inside the house practically overnight.

3. Trash – one only need visit a construction site to see the spread of trash that exists on the site and spreads to surrounding area.
4. Destruction of habitat and injury to a river's watershed – the creek behind our property is part of the headwaters of the Canadian River and feeds into FEMA-designated flood zones. Deforestation and canalization of the creek will damage the watershed and displace the abundant wildlife in the area. Replacement of naturally occurring trees with the corporate ideal of Christmas trees, box elders and manicured crabgrass will create a landscape devoid of biological diversity, trees adapted to this area, wildlife and the great number of song birds here. Only two weeks ago, an OG&E tree crew eliminated the nests of painted buntings and reduced the number of song birds that once visited our feeders. They also sprayed chemicals that poisoned trees and plants outside of their easement. One can not expect anything different from the destruction of the forests behind our property.

C. After completion of construction:

1. Crime – multi-family housing added to the “affordable housing” being constructed across Oakhurst from Lennair will cause increased crime in the residential area we live in. High density of transient populations who have no ties to the neighborhood increase whatever number of crimes may exist in a residential area. Most of the increase will come in the form of car break-ins and auto theft although drug sales and possession as well as assaults may also come into play. It is always difficult to tease out crime statistics in relation to apartments since the only category of “Residential” includes both multi-family and single-family areas, but the experience of myself and others has been that of an increase in such crimes. My only experiences of car break-in and assault occurred in my youth when I lived in an apartment

complex – a nice one. We have experienced a vehicle break-in at our current address that police indicated was likely from the existing apartments to the north of us. A neighbor has added cameras outside his home to identify and deter persons breaking into his cars and vandalizing his property. The police officer responding to our break-in recommended that we do the same. This happened with the nearby apartment complex having a row of single-family homes and another row of duplexes buffering the distance between us.

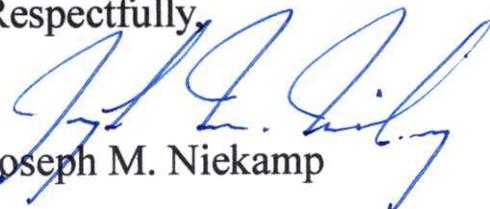
2. Trash – from the casual tossing of trash to that which will spill from overloaded communal dumpsters, the debris emanating from the apartment complex will not be constrained to its property boundaries. Anonymity of residents leads to a less cohesive community with lower levels of guardianship.
3. Noise – any noise that one would suffer in a single-family residential area will be compounded the concentration of hundreds of renters in a relatively small area.
4. Traffic – high density housing will bring increased vehicle traffic to East Imhoff Road that it is ill equipped to handle. The intersections of East Imhoff at Classen, East Imhoff at 24th Avenue SE and 24th Avenue SE at OK State Highway 9 will become further congested and slower to navigate than they are now.
5. Privacy – the developer proposes four-story apartments that will look down into our homes and yards. One would find it hard to relax under this ubiquitous surveillance that can not be mitigated by a six-foot privacy fence. Over the Fourth of July weekend we stayed at a hotel in Lawton where there was a residential neighborhood that stretched out west from the site. We could see into every backyard during the day see into every window at night and every one of those houses had privacy fences.

Taken globally, all these factors will result in the deprivation of our continued peaceful enjoyment of our property and the devaluation of our property

values. For most residents in this neighborhood, our home valuations represent the major portion of our wealth and we can ill-afford to have it reduced in the prevailing economy.

We strongly urge the Planning Commission and the City Council of Norman, OK to reject this zoning request and the resultant construction of this apartment complex.

Respectfully,



Joseph M. Niekamp



Turia M. Niekamp

This is my protest against
the rezoning of the ~32.5 acres
located at 1751 E. Imhoff Rd.

FILED IN THE OFFICE
OF THE CITY CLERK
ON 08/11/25-LW

Sincerely,


Dayla Bingham
1807 + 2001 Oakcreek Dr.

Clifford and Patricia Wickham
1815 Oakhollow Dr.
Norman, OK 73071

August 7, 2025

FILED IN THE OFFICE
OF THE CITY CLERK
ON 08/08/25-LW

The City of Norman
Planning and Community Development Department
Planning Commission

To whom it may concern:

Please consider this letter our formal protest in regard to the proposed multifamily development currently being considered by the Planning Commission for the property located at 1751 E. Imhoff Rd.

To be clear, we are not opposed to the rezoning of the property being considered to become a Planned Unit Development. We are opposed to the design and specifications of the proposed multi-family apartment building complex to be constructed.

Approving this proposed construction will effectively forever change the lives of the residents in our area of the Oakhurst addition that have homes to the east of this huge apartment complex. Gone will be any sense of home, backyard enjoyment, privacy and features of solemn peace with the little nature that families have worked to preserve. The additional sound pollution from all the vehicles and traffic will not allow any more quiet cups of coffee on the patio. We believe we will be able to hear very well the inevitable loudness of vehicles and motorcycles with little or no mufflers and the reverberation of vehicle stereos that can rattle your windows.

We have lived in our home since 1983. It is not a large prestigious dwelling but my wife and I have worked hard to maintain and pay for it just as my neighbors have for their homes. For us this is our forever home. With 420 units consisting of 3 and 4 story apartment buildings right next to us there will no longer be the quiet and solitude in our homes. Also, our property values will surely decrease and good luck getting someone to buy our homes with this monster complex next to us. However, it should work well with housing plans when all our homes become rental properties, as many homes in our addition have already become.

Please reconsider the use of this land for a massive apartment complex. It can be a PUD but we ask for some consideration and respect for the neighboring families.

Respectfully,

Clifford Wickham / Patricia Wickham
Clifford and Patricia Wickham

Some Additional (no pun intended) Concerns

The proposed construction of this massive apartment complex goes far beyond what the Oakhurst neighborhood, especially on the south end near Imhoff, has already been selected to deal with. In recent years the south entrance into our addition has been subjected to two projects that, in my opinion, could only happen on the east side of Norman. There has been the approval and development of 109 "shotgun" style two-story homes now under construction on the west side of Oakhurst at Imhoff, with only one entrance/exit onto Oakhurst Ave. We have been told the one entrance exit was done so as not to cause Hitachi to have additional traffic exiting directly onto Imhoff, hogwash. At this time the development and soon to be constructed 75 section 8 apartments on the east side of Oakhurst Ave. is underway, with its primary entrance/exit also onto Oakhurst Ave. Both of these additional entrance/exits onto Oakhurst Ave. will be within only a few hundred feet of Imhoff.

With the development and construction on both sides of Oakhurst at Imhoff we were hoping there would be more consideration to traffic at that intersection. Maybe we could at least get a new street light for the intersection to replace the rusted and leaning light pole that appears to be as old as the Oakhurst Addition.

When these two construction projects are completed the Oakhurst Addition will have its entrance from Lindsay on the north, and its entrance from Imhoff on the south enveloped by apartment complexes. We can't think of any other addition in Norman that has this distinction. However, this is our reality. Welcome to our neighborhood. For the past several years we feel Ward 1 has had little to no effective representation on city council when it comes to speaking for our concerns regarding these two developments.

We are feeling like our future happiness in our home and our neighborhood is not a concern for the city. What seems more important are the tracts of land that need to be filled in with whatever the developers can make the most profit from.

Sincerely,



Clifford and Patricia Wickham

August 11, 2025

City Clerk

Norman, Oklahoma

Dear Norman City Clerk;

Re- Notice of request for rezoning July 25, 2025 by Coleraine Capital Group from A-2, Rural Agricultural District and I-1, Light Industrial District, to a PU, Planned Unti Development, for property located at 1751 E. Imhoff Road.

My property is that described at 1600 E. Imhoff Road. I was born on the south side of the road to my parents Sylvester and Georgie Tullius on December 13, 1930. I do not want the rezoning approved. The congestion and accidents in the currently approved property zones have already made it difficult and unsafe to get on and off the road safely. Adding the additional vehicles and personal traffic to the area will make the ability much harder than it already is for animals to survive. Deer , fox, coyotes, skunks, and other animals are killed in the area.


Helen Todd

RECEIVED IN THE OFFICE
OF THE CITY CLERK
ON 8-11-25

Paige Dalluge
2216 Wolford Court
Norman, OK 73071
paige.dalluge@gmail.com
(507)-317-1260

9/10/2025

City Planning Commission
Norman Planning Commission
225 N. Webster Ave
Norman, OK 73069

FILED IN THE OFFICE
OF THE CITY CLERK
ON 09/18/25-LW

Subject: Formal Objection to Rezoning Request for
Multi-Unit PUD

Dear members of the City Planning Commission,

I am writing to formally ~~oppose~~ the proposed rezoning request for the property located at 1751 E. Imhoff Rd which seeks to rezone the land to allow for a multi-unit Planned Unit Development (PUD).

As a concerned resident of The Villages, I respectfully urge the commission to deny this request for the following reasons:

1. Increased Traffic and Congestion

The surrounding roadways are already experiencing significant traffic volumes, particularly during peak hours. Introducing a high-density housing development will only worsen congestion, create bottlenecks, and raise serious safety concerns for both drivers and pedestrians.

2. Overdevelopment and Encroachment on Single-Family Neighborhoods

There are already multiple multi-unit developments nearby and another currently under construction that have begun to encroach on what was historically a quiet, single family residential area. These projects change the character of the neighborhood and added density that has not been matched with improvement in infrastructure. Allowing yet another multi-unit PUD in this location would only accelerate that trend, further displacing the original intent and integrity of the community. Enough is enough - additional high density development should not be permitted in areas clearly intended for low-density residential living.

3. Harm to Local Wildlife and Natural Habitat

The acreage proposed for rezoning is currently home to a diverse range of wildlife, including owls, deer and many other native species.

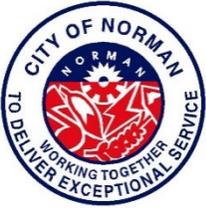
These animals depend on the wooded and undeveloped nature of this land for nesting, shelter, and food. Development of this land would lead to habitat loss, fragmentation and forced displacement of wildlife.

Specifically, the removal of mature trees and natural underbrush threatens the nesting grounds of several owl species, while increased human activity and noise will disrupt deer movement and feeding patterns. Once this habitat is destroyed, it cannot be restored - and the long-term ecological damage is irreversible. Preserving this natural space is essential not only for the animals that live there but for the environmental health and balance of our broader community.

In closing, I urge the Planning Commission to consider the long-term implications of this rezoning. Growth and development are important, but they must be pursued thoughtfully and in harmony with the surrounding environment and existing community fabric.

Please include this letter in the official record, and I respectfully request ~~to~~ to be notified of all public meetings and hearings related to this rezoning application.

Sincerely,
Paige Darrige, PD



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/09/2025

REQUESTER: Coleraine Capital Group, Inc.

PRESENTER: Kelly Abell, Planner I

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-6: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE THE SOUTHWEST QUARTER (SW/4) OF SECTION FOUR (4), TOWNSHIP EIGHT NORTH (T8N), RANGE TWO WEST (R2W) OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND I-1, LIGHT INDUSTRIAL DISTRICT, AND PLACE SAME IN A PUD, PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1751 E. IMHOFF ROAD)

APPLICANT/REPRESENTATIVE	Coleraine Capital Group, Inc./Rieger Sadler Joyce, LLC
LOCATION	1751 E. Imhoff Road
WARD	1
CORE AREA	No
EXISTING ZONING	A-2, Rural Agricultural District, and I-1, Light Industrial District
EXISTING LAND USE	Urban High
CHARACTER AREA	Suburban Neighborhood
PROPOSED ZONING	PUD, Planned Unit Development
PROPOSED LAND USE	No change

REQUESTED ACTION

Rezoning from A-2, Rural Agricultural District, and I-1, Light Industrial District, to PUD, Planned Unit Development

SUMMARY:

The applicant, Coleraine Capital Group, Inc., requests approval of a PUD, Planned Unit Development, to allow for a multi-family apartment complex containing 456 units, for a density of 14 units per acre.

EXISTING CONDITIONS:

SIZE OF SITE: 32.50 Acres

SURROUNDING PROPERTIES

	Subject Property	North	East	South	West
Zoning	A-2 & I-1	A-2 & R-1	PUD, R-1, R-2, & RM-6	I-1	PUD
Land Use	Urban High	Urban Medium & Park	Urban Medium	Job Center	Urban Medium & Urban High
Current Use	Undeveloped	Residential & Park	Residential (Multi-Family and Single-Family)	Industrial	Residential (Multi-Family)

EXISTING ZONING DESIGNATIONS

I-1, Light Industrial District

The I-1, Light Industrial District, is intended for light manufacturing, processing, assembly, and office/warehouse uses that operate with minimal noise, odor, dust, or glare, and are confined within enclosed buildings. The district aims to support industrial operations which generate moderate traffic but do not produce the heavy traffic associated with more intensive or hazardous industrial uses. This district serves as a transitional zone between general commercial, multi-family residential areas, and heavier industrial zones, prioritizing activities that are non-disruptive to nearby properties.

A-2, Rural Agricultural District

This district is intended to provide a zoning classification for land situated relatively remote from the urban area which is used for agricultural and related purposes and will not undergo urbanization in the immediate future. The types of uses, the area and the intensity of use of land which is authorized in this district is designed to encourage and protect all agricultural uses until urbanization is warranted and the appropriate change in district classification is made. Areas included within this district are sufficiently remote from developed urban areas that exploration for and production of oil and gas will not be hazardous or detrimental to people and property within the developed portions of the City. Further, the purpose of the following regulations for properties within the Ten Mile Flat Conservation Area, is to:

- (1) Address unique conditions in the area commonly known as Ten Mile Flat, much of which land lies within the historical floodplain of Ten Mile Creek and the South Canadian River.

- (2) To protect exceptional and irreplaceable natural resources located in the Ten Mile Flat area; and
- (3) To protect against flood damage in the 100-year floodplain and other floodprone areas within the Ten Mile Flat area.

LAND USE DESIGNATION

Urban High

Highly compact, walkable pattern of urban development prioritizing alternative means of transportation. Low to no building space and separation of uses. This area is intended to create opportunities for economic activities attracting a city-wide audience, and place residents closer to services and jobs.

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

CHARACTER AREA DESIGNATION

Suburban Neighborhood

Areas where suburban residential subdivision development have occurred or are likely to occur (due to availability of water and sewer service). This area is characterized by low pedestrian orientation, existing but largely inconvenient public transit access, high to moderate degree of building and use separation, predominantly residential with scattered civic buildings and varied street patterns, often curvilinear.

In the future, the neighborhoods with good trail access and connections to surrounding services will likely continue to be highly attractive neighborhoods. Future development should elevate connectivity and Traditional Neighborhood Design (TND).

PROCEDURAL REQUIREMENTS:

PRE-DEVELOPMENT:

PD25-15 June 26, 2025

The applicant presented the PUD rezoning request for a proposed multi-family apartment development. During the meeting, neighboring residents raised several concerns, primarily related to wildlife preservation, trash management, and the potential impact on the local homeless population. Specifically, residents expressed concern about the effects of land clearing on migratory birds, deer, and owls that inhabit the wooded area. They inquired about strategies to minimize habitat disruption and preserve local wildlife. Additional concerns focused on litter, dumpster placement, and ongoing site maintenance. Neighbors voiced fears that the development could lead to increased trash in adjacent neighborhoods and create hidden areas that might attract homeless encampments within the remaining wooded sections. In response, the applicant proposed the following mitigation measures: Installation of enclosed dumpsters with regular maintenance to manage litter and reduce odors. Potential construction of a perimeter fence to deter unauthorized foot traffic and help prevent encampments in the area.

BOARD OF PARKS COMMISSIONERS:

September 4, 2025

The proposal for Fee-in-Lieu of Land was accepted by the Board of Parks Commissioners in a unanimous 6-0 vote.

SUMMARY OF APPLICATION:

Coleraine Capital Group, Inc. requests to rezone from A-2 and I-1 to a PUD for approximately 32.50 acres of land located at 1751 E. Imhoff Road. The request is to facilitate the development of a multi-family apartment complex. The application also includes a preliminary plat request. The proposed development will feature three- to five-story apartment buildings, along with accessory structures, resident amenities, and integrated open and green spaces throughout the site.

USE:

The proposed development will feature multi-family apartment buildings, accessory structures related to maintenance, and amenities such as leasing offices, pool areas, dog parks, sports courts, walking trails, and fitness stations. The complete list of the allowable uses for the property is attached as Exhibit C, Allowable Uses.

TRAFFIC ACCESS, CIRCULATION, PARKING AND SIDEWALKS:

Access to the proposed development will be provided via two full-access driveways: (1) an entrance/exit located near the western property line and (2) an entrance/exit near the eastern property line. Driveway (1) and (2) take access from Imhoff Road, as illustrated on Exhibit B, Preliminary Site Development Plan. The parking area will comply with all applicable provisions of the City of Norman's parking ordinance and regulations. Additionally, the proposal would include a pedestrian access connection to Twisted Oak Drive. Internal sidewalks will be provided throughout the development, and a sidewalk will be installed along Imhoff Road as shown on Exhibit B.

LANDSCAPING:

Landscaping will be provided and maintained in accordance with the City of Norman's applicable landscaping regulations, Section 36-551, Landscaping Requirements for Off-Street Parking Facilities, which may be amended from time to time.

SIGNAGE:

Signs on the property will comply with the applicable Medium-Density Residential requirements in Chapter 28, Sign Regulations, which may be amended from time to time.

LIGHTING:

Exterior lighting will comply with the applicable regulations in Section 36-549, Commercial Outdoor Lighting Standards, which may be amended from time to time.

SANITATION/UTILITIES:

The project will comply with the City of Norman's applicable regulations for sanitation services. Dumpsters will be located as depicted on the Preliminary Site Development Plan. The development will connect to the City of Norman's water and wastewater systems.

FENCING/WALLS:

Fencing shall not be required on the property but may be installed around the perimeter of the property. Fencing placement and heights shall comply with the applicable regulations in Section 36-552, Fencing, Walls, and Screening, as amended from time to time.

EXTERIOR MATERIALS:

The PUD Narrative states the exterior of the buildings may be constructed of brick, stone, synthetic stone, high impact quality stucco or EIFS, masonry, metal accents, and any combination thereof. A masonry percentage requirement was not provided by the applicant. Because these are residential buildings, the 80% masonry requirement in the Zoning Ordinance Section 36-547, Exterior Appearance, does not apply.

HEIGHT:

In the PUD Narrative, it states any building on the property will be allowed to reach a maximum height of five stories, excluding subgrade elements including roof top mechanical units, equipment screening, or parapet walls. The proposed Site Development Plan shows three- and four-story buildings.

NEAREST PUBLIC PARK:

Oakhurst Park is approximately 0.28 miles from the proposed development off Oakhurst Avenue. The proposed development includes a pedestrian pathway connecting to Twisted Oak Drive to allow access to Oakhurst Park.

REVIEW COMMENTS:

This application was submitted to the following agencies, departments, and/or divisions for review and comment. An asterisk (*) indicates the agency, department, and/or division responded with adverse comments.

CITY DEPARTMENTS

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

COMMENTS, BY DEPARTMENT/AGENCY:

Items italicized and in blue in these sections represent City Staff analysis.

A.1. FIRE DEPARTMENT

Additional information will be required to determine fire hydrant and fire lane requirements related to the proposed buildings. These items will be addressed during individual building permitting.

A.2. BUILDING REVIEW

Building Codes will be addressed at the building permit stage.

A.3. PUBLIC WORKS/ENGINEERING

Please see the attached report from Engineering.

A.4. TRANSPORTATION ENGINEER

Please see the attached report from the Transportation Engineer.

A.5. PLANNING

ZONING CODE CONSIDERATIONS

a) Purpose – PUD, Planned Unit Development

i) 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 environments 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 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.

*The applicant requests a Planned Unit Development (PUD) to gain flexibility in use, design, and development standards, as multi-family is not permitted under A-2 or I-1 zoning regulations. This type of request is **consistent** with the intent of the PUD ordinance to allow for more choice in type of living units available to the public in this area and in the efficient and economic use of land via a smaller network of public infrastructure. It is also **consistent** with providing open space and recreation areas, along with consistency with the desired density outlined in the City's Comprehensive Land Use Plan (greater than 12 units per acre).*

b) Uses Permitted

- i) The proposed development will feature multi-family buildings, accessory structures, and resident amenities such as leasing offices, pool areas, dog parks, sports courts, walking trails, and fitness stations. The complete list of the allowable uses for the Property is attached as Exhibit C.

*This use is **consistent** with multi-family development. There are three multi-family apartment complexes to the west of the subject property. There is a single-family residential area adjacent to the subject property on the east side of Twisted Oak Drive.*

c) Area Regulations

- i) The Property shall comply with the setbacks shown on the Preliminary Site Development Plan. The minimum building setback shall be ten feet (10') from the north property line, twenty-five feet (25') from the western property line, forty feet (40') from the south property line, and (50') from the eastern property line.

*The area regulations proposed for the project are **consistent** with those typically established for a multi-family apartment complex development. The proposed area regulations are similar to those of surrounding apartment complexes. Staff would note the setbacks in the PUD Narrative and the setbacks shown on the Preliminary Site Development Plan do not match. The Narrative allows for smaller setbacks than are depicted on the Preliminary Site Development Plan. Should the applicant want to change their setbacks from what is shown, they would need to amend their Preliminary Site Development Plan.*

d) Height Regulations

- i) The proposed development allows buildings up to a maximum height of five stories, not including subgrade components, rooftop mechanical equipment, screening structures, or parapet walls. The site plan includes a total of eight buildings: four three-story structures, three four-story structures, and one single-story structure.

*The proposed building heights at three- and four-stories as shown on the Preliminary Site Development Plan are **consistent** with the multi-family in the surrounding area. The height is **inconsistent** with the single-family in the area to the east. The zonings for the existing multi-family complexes to the east and west also allow for structures exceeding three stories.*

COMPREHENSIVE PLAN CONSIDERATIONS

a) Character Area Policies

i) General Policies

(1) Residential Policies

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

*The proposed residential development is **consistent** with the General Residential Policies for all Character Areas by incorporating higher densities that blend with the existing multi-family apartment complexes to the west and to the east. The existing single-family structures to the east are two-stories in height. The proposed three-story structures (as shown on the Preliminary Site Development Plan) would not overwhelm the existing housing to the east, as the 50' setback will help minimize the impact. Please see note regarding the PUD Narrative allowance for the five stories in d) Height Regulations above.*

ii) Character Area Policies – Suburban Neighborhood

1. Infrastructure extensions should occur incrementally, and new developments must connect to City water and sewer, which may require extension of lines.
2. Protect drainageways in accordance with WQPZ ordinance within new development and expand their use for public trail access.
 - a) Treat water quality volume from runoff for volume recommended in stormwater master plan and in accordance with EDC Section 7000.
 - b) The open spaces created around drainageways should be connected when it is feasible to create wildlife corridors.
3. Reduce the impact of higher intensity uses to adjacent lower intensity uses with screening and landscaping. Native landscaping is encouraged.
 - a) Prioritize preservation of existing mature street trees.
4. Promote a mix of housing types, including accessory dwelling units, and new, well-designed similarly scaled multi-unit residences to increase neighborhood density and income diversity.
 - a) Priority for higher density, mixed-income, and affordable housing opportunities should be assigned to locations with multi-modal transportation access and capacity.
 - b) Based on associated Land Use, housing typologies of all intensity levels are appropriate within the Suburban Character area.
5. Encourage:
 - a) More mixing of uses, including neighborhood services, job centers, and residential uses of similar intensities.
 - b) Retrofitting existing commercial and retail strip development in areas that are likely to undergo renovation or potential demolition in the life of this plan.
 - c) Civic, cultural uses, entertainment establishments that will promote community interaction and public open space.

6. As streets move further from the center of the Core Neighborhood Character Area and parcel sizes and development patterns work against pedestrian circulation, focus should shift to vehicular safety, corridor appearance and traffic speeds while still providing basic access and safety for pedestrians and bicyclists. Transportation accommodation should:
- a) Ensure interconnectivity between developments for local and collector streets.
 - b) Provide access to trails with all new development, when feasible to integrate trail plans outlined in the Transportation and Park Master Plans into developments.
 - c) Connect streets between land uses and include complete street approaches for undeveloped sites.
 - d) Use the most recent Transportation Master Plan to fill pedestrian system gaps along streets, to trails, and within developments.
 - e) Encourage network of multi-modal transportation options to neighborhood centers and local mixed-use developments.

*The proposed development is **consistent** with Suburban Neighborhood policies regarding the use of existing City services and the increased density with similarly scaled multi-unit residences as surrounding multi-family apartment complexes. While the development does not have new public streets, it is still providing for pedestrian connectivity to a nearby park.*

b) Land Use Development Policies

i) Description and Context – Urban High

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

*The proposal is **consistent** as there will be a density of 14 units per acre. While the development has higher building spacing and is not compact, it is similar in character to neighboring multi-family properties to the west and to the east.*

ii) Building Types

- (1) Medium and Small-scale 3- to 5-story buildings are common. Within existing developed areas, buildings may go up to 2-stories higher than surrounding properties.
- (2) Multi-unit structures are the priority, but a variety of housing types from townhomes to apartments are expected.

- (3) Mixed-use buildings including retail, work-spaces, and residences are most common.
- (4) Public and private spaces (i.e. balconies, recreational roof decks, outdoor dining, etc.) are clearly defined and cultivate a sense of place.
- (5) New developments that are single-use developments or predominantly single-unit or garden apartments are not appropriate

*The proposal is **consistent** in featuring small- to medium-scale buildings ranging from three to five stories, while providing private amenities such as fitness stations and outdoor grilling areas help cultivate a sense of place. The proposal will be no more than two stories higher than surrounding properties, as shown on the Preliminary Site Development Plan. Staff would note the PUD Narrative language allows five stories; this is more than is shown on the Preliminary Site Development Plan.*

iii) Site Design

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

*The proposal is **consistent** as sidewalks are present throughout the development, with a pedestrian connection on the east side leading to Oakhurst Park. Additionally, the Narrative states the development will follow landscaping requirements, which require the installation of trees along the street frontage.*

iv) Transportation

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

*The proposal is **consistent** with the policies relating to pedestrian access because sidewalks can be taken to 12th Avenue SE, and to Classen Blvd. No public streets are proposed with this application. The subject property is not currently within one half-mile walk of a public transportation stop.*

v) Utility Access

- (1) A full range of utilities should be available. If services are not already in place, they must be extended by the developer during the platting process to be

suitable for development. If development occurs adjacent to existing facilities that are determined to be insufficient to meet the demands of the proposed development, the developer must upgrade the existing facilities to enhance the capacity of the utility systems.

*The proposal is **consistent** as the necessary utilities are available.*

vi) Public Space

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

*The proposal is **consistent** as there are sidewalks throughout the development, and there is a sidewalk connection to the adjacent residential neighborhood to the east via Twisted Oaks Drive, and to the east which leads to 12th Avenue SE.*

b) Neighborhood and/or Special Area Plans

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

A.6. UTILITIES

AIM NORMAN PLAN CONFORMANCE

The proposed development is in accordance with AIM Water and Wastewater Utility.

SOLID WASTE MANAGEMENT

The proposed development meets requirements and provides access for solid waste services.

WATER/WASTEWATER AVAILABILITY

a) Water Availability

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

b) Wastewater Availability

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

ALTERNATIVES/ISSUES:

IMPACTS: The proposed multi-family apartment development aligns with the Land Use and Character Area objectives by incorporating high density, multi-family housing that is comparable in scale and form to adjacent neighborhoods, with building heights ranging from three to four stories, as shown on the Preliminary Site Development Plan. Aspects of consistency with AIM Policies could be affected by the difference in language in the PUD Narrative allowing for five-story buildings. Additionally, the proposal demonstrates consistency in site design and provides connectivity to a nearby park.

CONCLUSION: Staff forwards this request for rezoning from A-2, Rural Agricultural District, and I-1, Light Industrial District, to a PUD, Planned Unit Development, and Ordinance O-2526-6 to the Planning Commission for consideration and recommendation to City Council.

Coleraine Multifamily PUD Rezoning & Preliminary Plat

- 7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-6:** AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE THE SOUTHWEST QUARTER (SW/4) OF SECTION FOUR (4), TOWNSHIP EIGHT NORTH (T8N), RANGE TWO WEST (R2W) OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND I-1, LIGHT INDUSTRIAL DISTRICT, AND PLACE SAME IN A PUD, PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1751 E. IMHOFF ROAD)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
 2. Location Map
 3. Preliminary Plat
 4. Preliminary Site Development Plan
- 8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2526-7:** CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY FOSTER FAMILY LIVING TRUST (CRAFTON TULL & ASSOCIATES, INC) FOR COLERAINE MULTIFAMILY, A PLANNED UNIT DEVELOPMENT, FOR PROPERTY GENERALLY LOCATED 1500' EAST OF CLASSEN BOULEVARD ON THE NORTH SIDE OF IMHOFF ROAD.

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Location Map
3. Preliminary Plat
4. Preliminary Site Development Plan
5. Development Review Form Transportation Impacts
6. City of Norman Pre-Development
7. Protest Map
8. Letter of Protest

Staff Presentation

Lora Hoggatt, Planning Services Manager, presented the staff report.

Commissioner Bird asked whether the City had plans for road improvements in the area.

Todd McLellan, Development Engineer, responded the developer is required to widen Imhoff Road in front of the property as part of this development.

Applicant Presentation

Gunner Joyce, representing the applicant, provided an overview of the project, highlighting strong attendance at the Pre-Development meeting and a commitment to preserving green space, especially on the property's east side. He noted the proposal aligns with AIM Norman.

Mr. Joyce added the project will be completed in two phases, totaling 456 units—starting with the southern half, followed by the northern half.

Commissioner Jablonski asked if the eastern green space would be preserved to maintain the neighbors' forested views. Mr. Joyce confirmed the developer intends to retain as much natural vegetation as possible.

Public Comments

Alan Tullis, speaking on behalf of his aunt Helen Todd, inquired about the widening of Imhoff Road. He noted that Mr. McLellan from Engineering had already addressed the issue earlier and had no further questions.

City Councilmember David Gandesbury stated he was able to meet with the applicant representing neighbor concerns. He later met with neighbors to discuss their concerns. He emphasized nearby residents wanted their concerns acknowledged, specifically the preservation of trees and maintaining the creek's natural flow to protect wildlife. He also noted the street lighting on Imhoff Road should be carefully considered. He appreciated the drive compromise from three down to two curb cuts along Imhoff Road.

Planning Commission Discussion

Commissioner Jablonski expressed appreciation for the higher-density design, the green space preservation efforts, and applauded the developer for including a walking path.

Commissioner Parker expressed his support for the walking path and asked whether a natural construction method would be used, rather than relying on heavy machinery.

Gunner Joyce agreed with Commissioner Parker's request and said he would include that language in the PUD if the Commissioners recommended it before submitting to City Council.

Commissioner Bird asked if the City would allow an updated plan with a minor change, such as a curved path instead of a straight path.

Ms. Hudson said the narrative could include that Engineering will meet on site with the developer to determine the best location. Mr. McLellan confirmed Engineering staff is willing to meet on site and added that an easement will be required.

Commissioner Bird asked if this could be handled outside the PUD document. Ms. Hudson inquired if the easement could be shown on the plat, and Mr. McLellan confirmed it could, with possible adjustments on the final plat.

Commissioner Bird confirmed with Commissioner Parker that City Staff and the developer should collaborate outside the PUD documents to finalize the easement details. Commissioner Parker agreed.

Commissioner Kindel commented the project's walkability and noted the developer's arrangement with the Parks Department to pay in lieu of parkland.

Motion by Commissioner McDaniel to recommend approval of Ordinance O-2526-6 and PP-2526-7; **Second** by Commissioner Kindel.

The motion passed unanimously with a vote of 7-0.

File Attachments for Item:

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

BOARD OF APPEALS

TERM: 02-03-26 TO 02-03-29, LEANNA RITCHER - WARD 2

TERM: 02-03-26 TO 02-03-29, JON HORN - WARD 3

BICYCLE ADVISORY COMMITTEE

TERM: 02-13-26 TO 02-13-29, HAL CANTWELL- WARD 3

TERM: 02-13-26 TO 02-13-29, PAUL WARREN - WARD 7

TERM: 02-13-26 TO 02-13-29, ALEX LANPHERE - WARD 2

SOCIAL AND VOLUNTARY SERVICES COMMISSION

TERM: 01-27-26 TO 12-09-28, SCOTT MEIER - WARD 3

TERM: 01-27-26 TO 12-09-28, SANDY DUNCAN - WARD 3



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/27/2026

REQUESTER: Mayor Stephen T. Holman

PRESENTER: Jamie Meyer, Interim City Clerk

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

BOARD OF APPEALS

TERM: 02-03-26 TO 02-03-29, LEANNA RITCHER - WARD 2

TERM: 02-03-26 TO 02-03-29, JON HORN - WARD 3

BICYCLE ADVISORY COMMITTEE

TERM: 02-13-26 TO 02-13-29, HAL CANTWELL - WARD 3

TERM: 02-13-26 TO 02-13-29, PAUL WARREN - WARD 7

TERM: 02-13-26 TO 02-13-29, ALEX LANPHERE - WARD 2

SOCIAL AND VOLUNTARY SERVICES COMMISSION

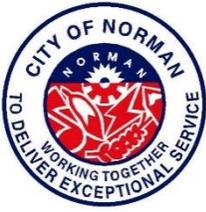
TERM: 01-27-26 TO 12-09-28, SCOTT MEIER - WARD 3

TERM: 01-27-26 TO 12-09-28, SANDY DUNCAN - WARD 3

LeAnna Ritcher, Jon Horn, Hal Cantwell, Paul Warren, Alex Lanphere, Scott Meier, and Sandy Duncan, are all reappointments.

File Attachments for Item:

4. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF THE MONTHLY DEPARTMENTAL REPORT FOR THE MONTH OF DECEMBER 2025.



CITY OF NORMAN, OK STAFF REPORT

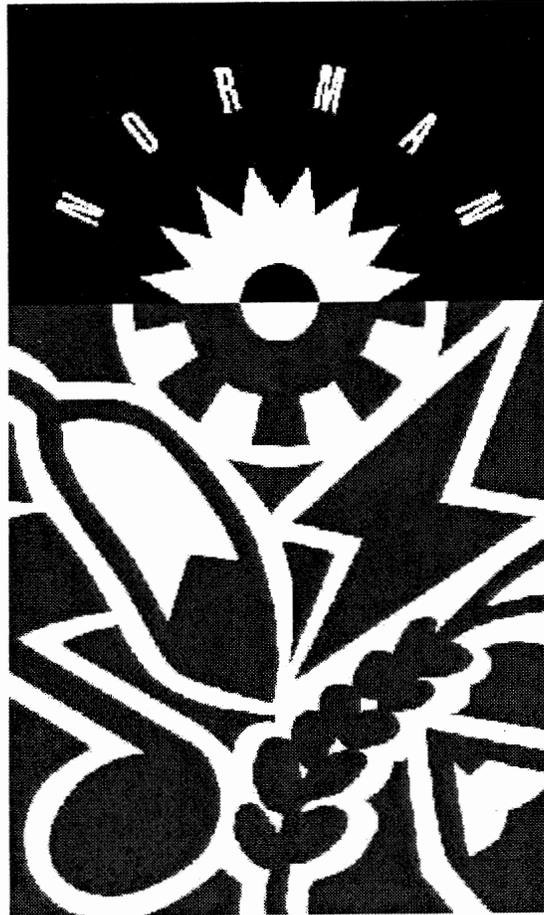
MEETING DATE: 01/27/2026

REQUESTER: Stacey Parker, Executive Assistant

PRESENTER: Stacey Parker, Executive Assistant

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF THE MONTHLY DEPARTMENTAL REPORT FOR THE MONTH OF DECEMBER 2025.

City of Norman



Monthly Departmental Report

December 2025

MONTHLY PROGRESS

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CITY CLERK 1

CITY CLERK

MONTHLY PROGRESS REPORT
December 2025

ACTION CENTER				
DEPARTMENT	CALLS	CALLS YTD	ADDITIONAL CONTACTS	ADDITIONAL CONTACTS YTD
Animal Welfare	27	133	0	5
Bus Service	0	2	3	4
CDBG	0	5	4	8
City Clerk	51	441	0	10
City Manager/Mayor	10	33	1	12
City Wide Garage Sale	0	0	0	0
Code Enforcement	19	310	7	23
Finance	4	14	0	1
Fire/Civil Defense	3	22	1	2
Human Resources	13	71	0	0
I.T.	3	18	0	1
Legal	13	43	0	2
Line Maintenance	35	256	0	6
Municipal Court	6	54	0	0
Noise Complaint	0	0	0	0
Norman Forward Questions	0	0	0	0
Outreach	1	21	0	6
Parks & Recreation	15	160	2	23
Permits/Inspections	96	502	0	6
Planning	16	85	3	4
Police/Parking	14	164	2	26
Public Works	10	121	1	13
Recycling	0	1	0	0
Sanitation	70	435	1	14
Sidewalks	0	0	0	20
Storm Debris	0	0	0	0
Storm Water	3	64	1	12
Streets	34	242	0	19
Streets Lights	0	4	0	1
Traffic	17	93	2	15
Utilities	92	652	2	23
WC Questions	0	0	0	0
WC Violations	0	0	0	0
December 2025 Total: 582	552	3946	30	256

LICENSES

26 new business licenses and 0 Special Event permits were issued during the month of December. The following is a list of types of business licenses issued in December and YTD totals:

LICENSE TYPE	NUMBER	FYE	LICENSE TYPE	NUMBER	FYE
	ISSUED	YTD		ISSUED	YTD
Bee Keeper	0	0	Retail Beer	0	2
Brewer	0	0	Retail Spirits Store	0	1
Coin-Operated Devices	0	5	Retail Wine	0	2
Distiller	0	0	Salvage Yard	0	0
Food	3	26	Sidewalk Dining	0	0
Game Machines	0	114	Solicitor/Peddler (30 day)	0	22
Impoundment Yard	0	0	Solicitor/Peddler (60 day)	0	15
Kennel	0	2	Solicitor/Peddler (one day)	0	0
Medical Marijuana Dispensary	0	0	Special Event	0	18
Medical Marijuana Grower	0	3	Strong Beer & Wine/Winemaker	0	1
Medical Marijuana Processor	0	0	Taxi/Motorbus/Limousine	0	0
Medical Marijuana Testing Laboratory	0	0	Transient Amusement	0	0
Mixed Beverage	0	8	Mobile Food (one day)	1	7
Mixed Beverage/Caterer	0	0	Mobile Food (30 day)	2	8
Pawnbroker	0	0	Mobile Food (180 day)	0	13
Pedicab	8	24	Mobile Food (Annual)	12	16
	11	182	(not including Special Events)	15	87

NEW ESTABLISHMENT LICENSES		
NAME	ADDRESS	LICENSE TYPE(S)
Tour De Venue	9310 S. Dairy Ashford Rd, Houston, TX 77099	Pedicab (1)
True Texas Pedicab	1211 Common Park Dr, Houston, TX 77099	Pedicab (4)
Rickshaw Detroit	4559 Laurel Club Cir, Bloomfield, MI 48323	Pedicab (2)
Daniel Mejia Enterprises, LLC	306 E Skyview, Austin, TX 78752	Pedicab (1)
White Buffalo Coffee Bar	760 Asp Ave, Norman, OK 73069	Food Service
Thai D Cuisine and Pho	780 W Main St., Norman, OK 73069	Food Service
Mai Sushi	3571 Rock Creek Rd, Norman, OK 73072	Food Service

MOBILE FOOD SERVICE LICENSES			
Annual	180 DAY	30 DAY	ONE DAY
Tacos Jalisco		Hickory Farms #18201	Hambone's Tasty Creations
Taqueria El Mexicano #2			
Taqueria La Chiva, LLC			
On the Hook Fish and Chips #13			
Abu Omar Halal			
Tacos Villa			
Tacos Los Huaches			
Lil Phat Soul Food			
Ellis BBQ			
Vic's Jollof			

RECORD REQUESTS RECEIVED

MONTH	NUMBER RECEIVED	YEAR-TO-DATE
July	64	64
August	37	101
September	45	146
October	51	197
November	49	246
December	57	303
January		
February		
March		
April		
May		
June		

CLAIMS FILED

DATE FILED	NAME	JUSTIFICATION	AMOUNT
12-02-2025	Kurt & Summer McGuire	Alleged water leak on customer side of line per Line Maintenance, hired plumber and it was on City's side, requesting reimbursement of fees paid on 11/14/25	\$474.27
12-16-2025	James David Jenkins	Allegedly sustained injuries due to detainment by NPD at home on 12/20/2024, claim is alleging excessive force and unlawful seizure.	\$127,191
12-26-2025	Stephanie Hiserodt	Alleged property damage due to sewage overflow at 4325 Lyrewood Lane on 07/29/2025	TBD
12-30-2025	Arif Shakir	On 02/07/2025, a Utility worker allegedly broke mailbox located at 1205 Cedar Creek Dr.	\$2,200

LAWSUITS FILED

DATE FILED	NAME	JUSTIFICATION	AMOUNT
12-10-2025	Cathy Ann Hodge (Personal Rep of Estate of Anthony Castillo Sanchez)	Breach of Duty of Care; Breach of Impartiality and Fairness; Breach of Duty of Responsibility; Breach of Duty to Preserve Evidence; Violations of Civil Rights Under Fourth Amendment, Fourteenth Amendment and 42 USC 1983; Defendant's Violated 42 U.S. C 1985 – Through Their Conspiracy to Interfere with Civil Rights; Defendant's Violated 42 U.S. C 1986 Through Their Neglect To Prevent Civil Rights Violations; Monell Violations- Policy, Practice or Custom of Constitutional Violations; Defendant's Violated Federal Civil Rights Statutes Specific to Governmental Misconduct through 34 U.S. C 12601 (Formerly 42 U.S. C 14141) And 18 U.S. C 242; Defendants Violated Anthony Sanchez's Eighth Amendment Rights and Exposed Anthony Sanchez to Cruel & Unusual Punishment; Wrongful Death; Intentional Infliction of Emotional Distress	TBD

STUDY SESSION

On December 2, 2025, City Council met in Study Session for discussion on an Ordinance adding license requirements for massage therapy and related establishments. Additionally, they discussed an Ordinance limiting the use of electronic devices in school zones and construction zones; consumption of marijuana and inhaling secondhand marijuana smoke while in a vehicle; use of Opioid funds and the establishment of a Parking Trust for Parking and Transit operations.

CONFERENCE

On December 9, 2025, City Council met in Conference to discuss a restoration agreement between the City of Norman and Barbour Energy Corporation regarding the plugging of the Norman #1-18 well in accordance with the applicable law and remediation of the surface for future use by the Norman Utilities Authority. Additionally, they discussed possible amendments to the Guest Room Tax Ordinance and continued discussion of entering into a contract with the Cleveland County Economic Development Coalition.

SPECIAL SESSION

On December 16, 2025, City Council met in Special Session to discuss the inclusion of the Campus Corner area in the Center City Form Based Code. Additionally, they discussed the homeless shelter design.

CITY MANAGER 2

No reports are being generated for the Monthly Department Report from the City Manager's Office, as of Jan 2023.

FINANCE 3

CITY OF NORMAN

Department of Finance
 Monthly Report – December 2025

Statistics on outputs from the various divisions of the Department of Finance (DOF) are presented on the following pages. Major projects that were completed or initiated by the DOF in December are discussed below:

Treasury Division:

In the month of December, the Treasury Division processed 47,739 payments in person and over the phone, an increase of 22.4% from last month. Paymentus (the City’s 3rd party processor of online and automated telephone payments) processed 16,707 payments in December, an increase of 21.1% from last month.

General Fund Revenues & Expenditures:

When comparing General Fund revenue sources versus budgeted levels, revenues are below target for the month of December by -5.2%. Revenues from the City’s largest single source of revenue, sales tax, are below target by -1.7% for the year to date and -1.7% below last fiscal year. Following is a summary table regarding General Fund revenues and expenditures to-date.

	FYE 26 Budget To Date	FYE 26 Actual To Date	FYE 25 Actual To Date	FYE 24 Actual To Date
Sales Tax Revenue	\$28,141,623	\$27,643,690	\$28,141,624	\$27,765,554
General Fund Revenue	\$53,561,396	\$50,767,167	\$54,269,635	\$49,283,530
General Fund Expenses	\$57,401,039	\$58,367,917	\$57,092,093	\$52,679,375

Administration Division

	FYE 26		FYE 25	
	December	YTD	December	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	320.00	1,920.00	320.00	2,080.00
Total Comp Time Available	0.50	4.75	1.25	15.75
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	320.50	1,924.75	321.25	2,095.75
Benefit Hours Taken	88.00	262.75	40.00	259.50
TOTAL ACCOUNTABLE STAFF HOURS	232.50	1,662.00	281.25	1,836.25
 PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
 TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

ACCOUNTING 3A

Accounting Division

	FYE 26		FYE 25	
	December	YTD	December	YTD
Total Regular Hours Available	1,120.00	7,280.00	1,120.00	7,120.00
Total Comp Time Available	5.75	44.00	2.00	15.25
Total Overtime Hours	4.00	14.00	4.00	46.75
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	1,129.75	7,338.00	1,126.00	7,182.00
Benefit Hours Taken	280.75	1,200.75	248.50	1,097.50
TOTAL ACCOUNTABLE STAFF HOURS	849.00	6,137.25	877.50	6,084.50
 PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
 TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

CITY REVENUE REPORTS

3B

City Revenue Report

	FY 26 November	FYE 26 December	Plus/Minus
Total Revenue Received (\$)	\$5,319,341	\$5,791,360	\$472,019
Utility Payments - Office (#)	37,027	47,739	10,712
Utility Payments - Office (\$)	\$5,119,617	\$7,783,721	\$2,664,104
Paymentus (#)	13,185	16,707	3,522
Paymentus (\$)	\$1,457,264	\$1,663,793	\$206,529
Lockbox (#)	6,508	8,235	1,727
Lockbox (\$)	\$1,321,455	\$1,414,568	\$93,112
E-Lockbox (#)	3,096	3,961	865
E-Lockbox (\$)	360,088	359,156	(\$931)
Bank Draft Payments (#)	11838	15301	3,463
Bank Draft Payments (\$)	\$1,568,832	\$1,711,515	\$142,683
Utility Deposits (#)			\$0
Utility Deposits (\$)			\$0
Fix Payments (#)			\$0
Fix Payments (\$)			\$0
Processed Return Checks (#)	91	140	49
Processed Return Checks (\$)	(\$10,735)	(\$15,644)	(\$4,909)
Other Revenue Transactions (#)			\$0
Other Revenue Received (\$)			\$0
Accounts Receivable Payments (\$)	93,128	3,116	(\$90,012)
Municipal Court - Fines/Bonds (\$)	165,594	191,731	\$26,137
Municipal Court - Credit Card (#)	367	411	44
Municipal Court - Credit Card (\$)	76,604	89,843	13,239
Building Permits Cash Report (\$)	45,345	365,817	\$320,472
Building Permits Credit Card (#)	80	98	18
Building Permits Credit Card (\$)	\$20,192	\$59,208	\$39,016
Occupational License - Bldg Insp. (\$)	\$0	\$0	\$0
Occupational License - Bldg Insp. CC (#)	0	0	0
Occupational License - Bldg Insp. CC (\$)	\$0	\$0	\$0
Business License - City Clerk (\$)	1,500	7,055	\$5,555
Accounts Receivable Billed (\$)	\$357,489	\$40,338	(\$317,151)

**Building Permits/Planning/City Clerk
 went to a new system in the
 beginning of November, 2023 and is
 recorded in a different system.
 We've included the numbers per a
 citizen's request.**

Budget Services Division

	FYE 26		FYE 25	
	December	YTD	December	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	320.00	2,080.00	320.00	2,080.00
Total Comp Time Available	0.00	1.50	0.25	0.50
Total Overtime Hours	0.25	1.50	1.00	1.25
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	320.25	2,083.00	321.25	2,081.75
Benefit Hours Taken	115.50	414.25	59.50	346.50
TOTAL ACCOUNTABLE STAFF HOURS	204.75	1,668.75	261.75	1,735.25
 PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
 TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

Treasury Division

	FYE 26		FYE 25	
	December	YTD	December	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	640.00	5,033.00	800.00	5,200.00
Total Comp Time Available	16.50	84.75	5.00	76.75
Total Overtime Hours	35.00	280.50	26.50	138.50
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	691.50	5,398.25	831.50	5,415.25
Benefit Hours Taken	134.25	1,071.25	214.25	1,151.25
TOTAL ACCOUNTABLE STAFF HOURS	557.25	4,327.00	617.25	4,264.00
 PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
 TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

UTILITY 3C

Utility Division

	FYE 26		FYE 25	
	December	YTD	December	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	1,120.00	7,280.00	1,120.00	6,861.00
Total Comp Time Available	6.25	53.25	4.00	43.50
Total Overtime Hours	37.75	249.25	48.25	437.25
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	1,164.00	7,582.50	1,172.25	7,341.75
Benefit Hours Taken	336.25	1,586.25	201.00	938.25
TOTAL ACCOUNTABLE STAFF HOURS	827.75	5,996.25	971.25	6,403.50
 PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
 TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

Utility Division Activity Report - FYE 2026

	FYE 26		FYE 25	
	December	YTD	December	YTD
STATUS REPORT				
Regular Utility Accounts Billed	45,858	274,097	45,330	272,776
New Deposit Ons Billed	599	4,577	783	4,663
Final Accounts Billed	587	4,161	843	4,102
TOTAL METERS READ	47,044	282,835	46,956	281,541

Drive-up Window and Mail Payments - FYE 2026

	Nov, 2025	Dec, 2025
Mail Payments - Lockbox	6,508	8,235
Mail Payments - E-Lockbox	3,096	3,961
Mail Payments - Office	219	299
Total Mail Payments - Subtotal	9,823	12,495
Night Deposits	96	189
Paymentus Payments	13,185	16,707
Without assistance paymnts - Subtotal	13,281	16,896
Office Payments	1,908	2,414
With assistance payments - Subtotal	1,908	2,414
Total Payments Processed - Subtotal	25,012	31,805
Bank Draft (ACH) Payments	11838	15301
Total Payments (Utility)	36,850	47,106
Total Payments	50,024	63,610

FIRE DEPARTMENT

4



NFD Monthly Progress Report December 2025

Incident Response Type Summary

Incident Type	Total	% of Total
Fire	54	3.11%
Hazardous Situation	55	3.16%
Law Enforcement Support	11	0.63%
Medical	1014	58.34%
No Emergency	337	19.39%
Public Service	244	14.04%
Rescue	5	0.29%
Incomplete	18	1.04%
Total Incident Count (Unique Calls)	1738	100.00%
Number of Total Unit Responses	2582	

	Number of First-In Calls	Average Time/Seconds	Average Time/Minutes
Station #1	425	309	0:05:09
Station #2	192	321	0:05:21
Station #3	253	353	0:05:53
Station #4	165	375	0:06:15
Station #5	87	563	0:09:23
Station #6	77	451	0:07:31
Station #7	194	350	0:05:50
Station #8	126	355	0:05:55
Station #9	217	371	0:06:11

Community Outreach

Tours and Community Events	7	Tours, Christmas Parade, Ride Alongs
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Burn Permits

Burn Permits Issued	45	Conditions were favorable for burning 6 days in December
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Training

Total Personnel Training Hours	*1624	Mgmt/Supvsr, Hazmat, Wildland, Special Healthcare, Swiftwater, Peer Support, Elevator
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* This number may be updated. Training data entered in the new software is improving.

NFD Monthly Progress Report										
December 2025										
Total Calls By Station										
Station 1										
	Total # of Responses	District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9
Engine 1	421	390	0	2	0	0	5	23	0	1
Brush 1	10	6	0	2	0	0	0	0	0	2
Ladder 1	92	69	0	1	0	0	1	19	0	2
**Chief 301	90	14	10	7	7	0	1	42	6	3
Station 1 Total	613									
Station 2										
	Total # of Responses	District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9
Engine 2	216	3	187	4	3	0	1	15	1	2
Brush 2	7	0	3	0	3	0	0	0	1	0
Ladder 2	21	1	1	1	0	0	1	17	0	0
HAZMAT	77	10	10	6	6	3	7	27	3	5
Station 2 Total	321									
Station 3										
	Total # of Responses	District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9
Engine 3	300	14	8	253	0	4	1	12	0	8
Brush 3	12	1	1	3	0	3	2	1	0	1
Station 3 Total	312									
Station 4										
	Total # of Responses	District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9
Engine 4	186	1	6	0	165	0	1	10	3	0
Brush 4	7	1	2	0	2	0	0	0	2	0
Station 4 Total	193									
Station 5										
	Total # of Responses	District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9
Engine 5	24	0	0	0	0	18	4	0	0	2
Brush 5	94	0	0	0	0	86	6	0	0	2
Station 5 Total	118									
Station 6										
	Total # of Responses	District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9
Engine 6	44	1	0	2	0	8	27	1	0	5
Brush 6	96	1	0	1	0	10	76	1	0	7
Station 6 Total	140									
Station 7										
	Total # of Responses	District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9
Rescue 7	4	1	0	0	0	0	0	2	1	0
Squad 7	217	9	5	3	1	0	1	195	3	0
Brush 7	5	2	0	1	0	0	0	0	1	1
Station 7 Total	226									
Station 8										
	Total # of Responses	District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9
Engine 8	141	2	3	0	3	0	1	6	126	0
Brush 8	4	0	0	0	1	0	0	0	3	0
Tanker 8	5	0	0	0	0	0	2	0	3	0
Station 8 Total	150									
Station 9										
	Total # of Responses	District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9
Engine 9	64	7	0	4	0	3	11	10	1	28
Brush 9	254	9	0	5	0	5	11	10	1	213
Tanker 9	12	0	0	0	0	5	3	0	0	4
**Chief 401	74	6	2	6	1	11	15	22	3	8
Station 9 Total	404									

NFD Monthly Progress Report										
December 2025										
Total Calls By Station										
Fire Prevention										
	Total # of Responses	District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9
Fire Marshal 1	1	0	0	0	0	0	0	1	0	0
Fire Marshal 2	7	0	0	0	0	0	2	3	0	2
**Fire Marshal 3	33	5	4	2	2	1	2	15	2	0
Prev. Totals	41									
Specialty Units										
	Total # of Responses	District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9
EM4	3	2	0	0	0	0	1	0	0	0
MA	1	0	0	0	0	0	0	1	0	0
Specialty Totals	4									
Notified Units										
	Total # of Responses	District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9
EM1*	14	1	0	0	0	0	4	9	0	0
EMS1*	24	1	0	1	0	0	3	17	0	2
NFD3*	22	1	0	1	0	0	3	17	0	0
Notified Total	60									
Fire Admin										
	Total # of Responses	District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9
NFD2	1	0	0	0	0	0	0	1	0	0
	Totals	Total by District								
	2582	558	242	305	194	157	192	476	160	298

*EM1, EMS1 and NFD3 are "notified" of certain calls. They may or may not actually go on scene.

**As of 1/1/25 all All Assistant Chiefs will be designated 301, All Battalion Chiefs 401 and all On-Shift Fire Inspectors FM3

December 2025 Fire Prevention Activity Summary

Prevention Department Update and Activities

Training	27 hours	Target Solutions Monthly Required Training
Inspections/Re-Inspections	75 hours	Inspections (93), Violations cited (42), Violations cleared (12)
Smoke Detectors	6 calls	Check/Install Smoke Detectors/Replace Batteries/Bed Shakers
Investigations	13	Structure (7), Vehicle (1), Wildland (3), Other (2)
Investigative Activities	49 hours	Fire Investigations, Report Writing, Reviewing Video, Subpoena prep, etc
Department Meetings	17 (15 hours)	Department Meetings, Officers Meetings, Shift Briefings, Evaluations
Station & Equipment Maintenance	27 hours	Daily checks, supplies replenishing, cleaning & organization, drone updates and maintenance
Public Service/Education & Special Events	8 hours	Special Assignments

Planning Officer Activities

Fire Planning Activities	Number	Staff Hours
Building Plan Reviews/ Fire Protection System Plan Reviews	47	63
Fire Inspections/Re-inspections	40	23
Meetings	5	10
Training (Target Solutions, Building Code)	6	10
Communication	N/A	10
Totals		116
Time Off (VAC, SICK, COMP, Holiday)	N/A	22

December 2025 Fire Prevention Activity Summary

Prevention Department Update and Activities

Training	27 hours	Target Solutions Monthly Required Training
Inspections/Re-Inspections	75 hours	Inspections (93), Violations cited (42), Violations cleared (12)
Smoke Detectors	6 calls	Check/Install Smoke Detectors/Replace Batteries/Bed Shakers
Investigations	13	Structure (7), Vehicle (1), Wildland (3), Other (2)
Investigative Activities	49 hours	Fire Investigations, Report Writing, Reviewing Video, Subpoena prep, etc
Department Meetings	17 (15 hours)	Department Meetings, Officers Meetings, Shift Briefings, Evaluations
Station & Equipment Maintenance	27 hours	Daily checks, supplies replenishing, cleaning & organization, drone updates and maintenance
Public Service/Education & Special Events	8 hours	Special Assignments

Planning Officer Activities

Fire Planning Activities	Number	Staff Hours
Building Plan Reviews/ Fire Protection System Plan Reviews	47	63
Fire Inspections/Re-inspections	40	23
Meetings	5	10
Training (Target Solutions, Building Code)	6	10
Communication	N/A	10
Totals		116
Time Off (VAC, SICK, COMP, Holiday)	N/A	22

EMERGENCY MANAGEMENT DIVISION

December 2025

Item 4.

<p style="text-align: center;">Regular Monthly Scheduled Activities</p> <p>Meetings will be held at the Robinson EOC (2801 W. Robison) unless otherwise posted</p>
<p style="text-align: center;">Outdoor Warning System</p> <p>Each morning at 7:00 am, a silent test of the outdoor warning system is conducted. The test provides an operational snapshot of the status of the system. This information provides information if a unit needs maintenance and if it is operating properly. For special requests the audible test may not be completed. Such requests would be large event venues such as an OU home football game or the annual Medieval Fair.</p> <p>The South Canadian Amateur Radio Society provided volunteering monitoring service of the system during the weekly audible test.</p> <p>An audible test of the outdoor warning system is conducted for 60 seconds each Saturday if conditions are favorable. Three units are sounded for 20 seconds due to being a public park venue. They are located at Griffin Park, Reeves Park and the Animal Control facility.</p>
<p style="text-align: center;">National Weather Service Weekly Weather Meetings</p> <p>Each Monday morning at 10:00 am, the National Weather Service conducts a video call regarding the upcoming weekly weather. A mid-week call is done on Thursday afternoons at 2 pm. Special conference calls are made during times of severe weather as the NWS determines. This call has the option for video participation and telephone call in. It is primarily for the Emergency Management of jurisdictions, school, State offices involved in EM, Tribes and other entities tasked with severe weather operations. It is not intended for the general public nor is this just a weather forecast. This time allows for interaction with the NWS about concerns that directly affect the local jurisdiction so they may better prepare for incoming weather. National Weather Service Storm Spotter Training is located on their website at www.weather.gov/OUN</p>
<p style="text-align: center;">South Canadian Amateur Radio Society SCARS (www5nor.org)</p> <p>-SCARS is a vital preparedness partner with Emergency Management and are included in the City Emergency Operations Plan. They operate within the SKYWARN program for Norman, provide testing for amateur license, provide technical advice and service to the AUXCOM radio operation in the EOC. They participate in many community preparedness events throughout the year.</p> <p>-Each Tuesday evening at 6:30 pm, ELMER night with the Amateur radio club. The club mentors other HAMS, works on projects and equipment, provides general support to the City and Public on Amateur operations. This is held at the Fire Training Center.</p> <p>-Each Wednesday morning at 9:15 am a communication test with state emergency management partners is conducted by the various geographical areas. This tests the local and statewide capability for various communication means across the state in preparedness for disaster operations.</p> <p>-Each first Thursday evening of the month is amateur radio testing night at 6:00 pm at the Fire Training Center. Open to the public, the club provides the opportunity for the community to test for their Amateur license or upgrade a license. Note: the FCC has been directed to start charging for testing.</p> <p>-Each Saturday 12:00 Outdoor Warning audible test. This test is supported by the Amateur radio club to assist in identifying and verifying units needing maintenance.</p>

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Residents can assist by “Adopting a Pole” and reporting the siren status they adopt at the website www.w5nor.org . The Club meeting is the second Saturday of each month, 9 am at the Fire Training Center.
Local Emergency Preparedness Committee
Meets quarterly at the Wellness Center (The Well) under the management of the Cleveland County Emergency Management office. The public is welcome to address any concerns regarding emergency planning or SARA Title III information. The LEPC is part of the oversight for the Citizens CORPS Council of Norman. A report on activities is provided each meeting. Meetings occur on the first Wednesday of each quarter.
Emergency Management Activities
The Emergency Operations Plan
Norman EM received approval for funding for a third party vendor to conduct a comprehensive update to the City plan in FY 27. Currently the plan is formatted in the All Hazards County format. Consideration will be to maintain the format or follow the Community Planning Guide 101 format. The current plan is valid and provides the tasks duties and responsibilities for the City Departments during disaster operations. Emergency Management is responsible for maintenance of the plan. The Request for proposals has been delayed.
Plans and Grants
The mitigation plan is current and a required update is in process. Norman Participates in a County plan. This format strengthens the justification for mitigation projects by showing common hazards of multiple jurisdictions. The updated plan has been received by FEMA and is undergoing review. The FEMA approval was delayed due to a federal shutdown. Critical facility generator review project. The grant for funding to review the critical facilities need for generators has been completed and submitted to FEMA. This grant was delayed due to a shutdown.
Open Disaster Operations
The wildfire from March 14 Fire Mutual Assistance Grant (FMAG). Initial documentation was provided for reimbursement and the process is ongoing. It is estimated the reimbursement process will be ready for submission at the end of January 2026.
Norman Emergency Response Volunteers
Special Response Teams Available
There are several specialty teams available for response or community preparedness events. The Norman EM Unmanned Aerial Vehicle team, the Small Animal Response Team (SMart), The Oklahoma Large Animal Response Team (OLA FR), The MRC State Stress Response Team (OKSRT, a mental health asset) can support with coordination through Norman EM. The SmART received a grant through the OK Health Dept. This grant will assist in training and equipment purchasing. It will be managed by SmART. All of the teams are available to Incident Command through dispatch and in coordination with Norman EM. Norman EM will be requesting a review of the Volunteer program to ensure it is current within City guidelines. The program has existed for twenty years, and process and policy reviews are needed to ensure the protection of the volunteers and the City. This is still on going.

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Red Cross Coordination
<p>We have dedicated volunteers that can respond quickly to the resident need for assistance. The primary task is to ensure a burnout family has assistance from the Red Cross if they request it and to stay involved until Red Cross is on scene or the family confirms connection with the Red Cross.</p> <p>In December 2025, NERV responded to 2 burn out residential fires</p>
Auxiliary Communications (AUXCOM)
<p>The AUXCOM capability is a work in progress. The Section is operational and developing new capacity for alternate communications means. Recruiting for operators is ongoing. Plans for future budget requests from PSST are being completed. At some point the routing of the antenna coax cables needs corrected. The design was flawed and has caused increased cost and interface in transmission capability.</p>
Events
<p>December 2025 has been primarily an administrative month. Time to catch up on paperwork, take leave and regenerate focus for 2026. One issue that came up was that the EM Division received a new replacement vehicle. Four days into possession of it the electronic system shut down and had to be recovered to the dealership. While there it was vandalized. The repairs of the damage had to be completed then the repairs of the electronic failures. It is anticipated that the vehicle will be back in service in January 2026.</p>
Response Provided
<p>In December NERV responded to two burn out residential fires, 2 grass fires for UAV support and 1 car fire for traffic support</p>
EOC Operations
<p>Planning is ongoing for exercises. An open discussion is needed for operations during events on who will be doing what. The PD operations center is referred to as the Incident Command. This is not in compliance with NIMS and causes confusion when an actual Command is established at or near the event. The effort in the ECOC may be best suited as an Operations section in direct support of the field operation. However, the actions need to remain in the lane of the tactical event itself, meaning interface with outside organizations and liaisons should be routed through the EOC. This will maintain the continuity of communications flow.</p>
Facility
<p>Inside the facility many items need modified for EOC operations. The project planners refuse to allow control of television cable access due to the attitude of they “do not want volunteers sitting around watching TV all day”. This divisive attitude deserves a written formal apology. The EOC only has access to what is provided on an IPORT. Other channels such as national news (CSPAN) or ESPN are not being allowed. Security and access to the EOC area is a concern. Groups and activities are not coordinated during the hours of operation or evening hours. Some additional outlets are needed. During a storm it was discovered some of the electrical outlets were not on the building generator system and these need corrected. The outside maintenance facility is still being finalized. The facility space assigned to EM is not accessible to place the response trailer in without modifications to the parking lot median and the loss of some parking spaces. The building was built too narrow for the PD Command vehicle and a modification to expand two spaces was completed. No consideration of doing</p>

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EMERGENCY MANAGEMENT DIVISION

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the same for the EM assigned bays. Other areas needing modifications are being documented for budget requests for the next PSST agenda. The amateur club is continuing to work in the auxiliary communications room and tower. Continued improvements and upgrades will be projected as funding is available.

The secondary control station for the outdoor warning system has been removed from the dispatch area. A meeting was held with IT and the Assistant City manager regarding the system in general. There was a very good discussion and many erroneous pieces of information regarding the system were clarified. For the record, the rogue siren activation on August 6, 2025, was confirmed to have been activated by the control station assigned to the dispatch center. The cause of the activation is unknown. EM requested a forensic review of the workstation tied to the system so some determination might be made as to what happened. This request was not honored. The remote station was installed by a technician not authorized by Whelen. This is not to say it was done incorrectly, simply it was not done by an authorized technician. Initially it was reported the system was hacked, but again this was disproved. The meeting discussed having IT to create a parallel system tied to the City network in hopes of determining what issues might arise from it.

Meetings will be planned with HR to discuss a formal organization chart of Emergency Management for future operations. Also, to discuss the CJIS requirements for the ECOC facility. Currently EM personnel are being denied access to the amenities of the break rooms by an incorrect administration of CJIS

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HUMAN RESOURCES 5

HUMAN RESOURCES

Total number of Employees: 992
 Orientations: 2 – 8 new hires
 Terminations: 7

ADMINISTRATION

- FMLA cases – 8 new cases
- Processed invoices and reconciled expense accounts
- Coordinated Birthday/Anniversary post card mail outs
 - 78 birthdays and 93 anniversaries

BENEFITS

New Enrollments: 5

Benefit Participation		
	#	%
Medical	810	91%
Dental	808	91%
Vision	623	70%
Disability	426	48%
Supplemental Life	455	51%

Total Benefit Eligible Population: 882

Claims	
Rx Claims	
ACTIVE	\$534,587.22
RETIREE	\$18,072.59
COBRA	\$7,580.58
HSA	\$2,369.68
Medical Claims	\$903,320.07
Dental Claims	\$ 96,231.91

PERSONNEL ACTIONS

FTE New Hires – 8

Dept./Div.	Position	Number of Employees
Finance/Treasury	Treasury Support Supervisor	1
Planning/Comm Dev/Planning	Admin Tech III	1
Police/Animal Welfare	Animal Welfare Technician	1
Public Works/Engineering	Admin Tech III	1
Public Works/Traffic	Maintenance Worker I	1
Utilities/Sanitation	Sanitation Worker I	2
Utilities/SLM	Utility Collection Worker I	1

Promotions – 1

Dept./Div.	Position	Number of Employees
Utilities/Sanitation	Sanitation Worker II	1

**HUMAN RESOURCES
Monthly Report
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FTE Separations – 7

Temp/Seasonal Separations – 3

Total - 10

Dept./Div.	Position	Number of Employees
Fire/Suppression	Fire Driver Engineer	1
Legal/Admin	Intern	1
Parks & Rec/Golf	Golf Course Assistant	2
Parks & Rec/Recreation	Recreation Leader I	1
Planning & Comm Dev/Planning	Planner I	1
Police/Staff Services	Police Sergeant	1
Public Works/Streets	Maintenance Worker I	1
Utilities/WLM	Utility Distribution Worker I	1
Utilities/WRF	Heavy Equipment Operator	1

TURNOVER STATS – does not include Temp/Seasonal stats

Department	No. of Employees	No. of Terminated Employees	Turnover Rate
City Manager	16		0.00%
City Clerk	6		0.00%
Finance	23		0.00%
Fire	164	1	0.61%
Human Resources	9		0.00%
Information Technology	19		0.00%
Legal Department	9		0.00%
Municipal Court	12		0.00%
Parks & Recreation	108	1	0.93%
Planning & Comm Dev.	39	1	2.56%
Police	260	1	0.38%
Public Works	125	1	0.08%
Utilities	164	2	1.22%

RECRUITMENT

Positions Requisitioned for Refill by Department/Division (# of vacancies)	
included positions are Full Time unless otherwise indicated as Part Time (PT) or Seasonal PT	
Human Resources	
Human Resources Recruiter	Human Resources Manager
Information Technology	
AI Analyst I	
Parks & Recreation	
Seasonal PT* Recreation Center Specialist – All Locations	PT* Recreation Leader I - (Whittier)

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PT* Lifeguard Leader (2)	Tradesworker - Electrician
PT* Recreation Technician - (YFAC)	PT* Recreation Leader I – (YFAC)
Seasonal PT* Laborer	Seasonal PT* Food and Beverage Tech I
PT* Recreation Technician – (Whittier)	Program Coordinator – (YFAC)
Planning	
Planner I	
Public Works	
Maintenance Worker I	Seasonal PT* Traffic Management Center Operator
Utilities	
Utility Collection Worker I	Sanitation Worker I
Utilities Supervisor	

Days to fill

Full Time Position	Date Posted	Offer Date	Days to fill
Admin Tech III	10/13/25	11/21/25	39
Admin Tech III	10/10/25	11/13/25	34
Animal Welfare Tech	9/29/25	11/14/25	46
Utility Collection Worker I	10/28/25	11/21/25	24
Maintenance Worker I	11/13/25	12/8/25	25
Sanitation Worker I (2)	11/24/25	12/16/25	22
Treasury Support Supervisor	9/29/25	12/8/25	70

*Offer Date reflected for accurate days to fill numbers, all started in current month

*289 registrations/applications to our openings, 7 new requisitions opened.

SAFETY

RECORDABLE INJURIES – OSHA

Department/Division	Nature of Injury	How Sustained	Prognosis	Prevention Method
Utilities/Stormwater	Lower back/tailbone	Slipped getting out of truck, reinjuring back	Seen and released	Caution and awareness
Police/Patrol	Broken legs, pelvis	Struck by a car on hwy 9	Multiple Surgeries/TBD	Wear hi vis at night. The other car should have slowed down
Utilities/ WLM	Right hand	Injury occurred while using a drill	Seen and released	Use 2 hands with drill
Utilities/WLM	Upper back	Injured back while turning off meter	Seen and released	Ask for help, stretch before performing tasks as needed

CURRENT NUMBER OF “AT FAULT” VEHICLE COLLISIONS PER CALENDAR YEAR:

2025*	2024	2023
28	40	11

*CY2025 is current YTD

CURRENT NUMBER OF “AT FAULT” VEHICLE COLLISIONS PER FISCAL YEAR:

2026	2025	2024
18	41	14

HUMAN RESOURCES
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RECORDABLE INJURIES PER CALENDAR YEAR:

2025*	2024	2023
39	80	78

**CY2025 is current YTD*

RECORDABLE INJURIES PER FISCAL YEAR:

2026	2025	2024
16	65	62

INFORMATION TECHNOLOGY 6

CITY OF NORMAN

Information Technology Department
Monthly Report –December 2025.

Working projects for the IT Department are as follows:

Project	Description/improvement anticipated	Status
ERP Replacement Project	Process improvements for Finance, Purchasing, AR/AP, Courts, HR, Payroll, Personnel, Parks and Rec, and Permits Management through newer technology, software, and business review processes.	Implementation Complete – Project refinement ongoing: The CoN team has completed implementation work on all major core software. However, work continues in Utility Billing, HR, Planning, and Parks to refine these new systems.
Main Site data center upgrades	Necessary upgrades to current infrastructure are needed to enhance capabilities and continue with power saving and cooling efforts by reducing the amount of physical servers through virtualization. New equipment is being implemented to replace the old and increase security and speed requirements.	Ongoing: IT Network staff are in implementation and testing of major networking and security appliances, as well as virtual upgrades. This includes expansion of equipment for new buildings and replacement of old switch infrastructure. Funded through CIP.
Data storage migration	The IT Department through a grant has purchased new data storage for the city’s critical data.	In Progress. Implementation of the hardware is complete, configuration is on going.

Fiber Optic Installation for redundant loop at WTP and EOC	IT and the Utilites Department will be using capital funds to connect a microwave antenna from Fire station 9 to the Water treatment plant and connect to the Emergency Operations Center once that building is complete. This will create a redundant loop for the WTP and EOC incase of lost service from the main connection.	Awaiting Approval, Working with Utilities Department, land acquisition complete, right of way in negotiation
IT Security training efforts for all network and email users at the City of Norman.	Increase awareness and stay current on all new and rapidly changing cyber-attack methods so that the CoN network is protected by every employee who utilizes the network for business.	Ongoing monthly training continues with our cybersecurity education suite, as well as penetration testing of the city network and improvements from the pen test results.
Endpoint Security Review	Review current endpoint security appliances and software and make upgrades and improvements as necessary.	In Progress
Print consolidation	Work with outside vendor to consolidate all print, fax, copy machines in CoN facilities.	In Progress estimated full completion in 2027
Automated Meter Infrastructure	Implement and integrate AMI for meter reading and utility billing.	In Progress – customer portal configuration in progress. Communication radios installation in progress. Project more than half implemented.
OS and software upgrade/migration	The city is moving to a new OS and software suite to replace older Microsoft OS and software.	In Progress: We are targeting the end of the calendar yr 2025 as completion date.

Network Infrastructure Improvements	Utilize Network Engineer who will work closely with the Network and Infrastructure Manager, to review and improve our cabling, switching, and network configuration.	In Progress: The IT Department has been granted access to 5% of the annual capital funds for business critical software and infrastructure needs.
Integration of Computer Aided Dispatch with OU PD	Create a software as a service model to share public safety software data with and between OU PD and Moore PD	Complete. Additional segmentation for OU and Moore PD presence with NPD during OU Football is in progress.
Move existing secondary IT Datacenter to new location.	Move all equipment from the current secondary site to a new more robust and secure site.	In Progress: Physical and virtual moves for the data center began May 2024 – full move expected to be complete by December 2025 if all tests of the new facility functionality are successful.

Support Tickets:

The IT department is responsible for all technology needs throughout all city departments. Public safety is a high priority and the bulk of our support tickets come from public safety support. **IT Table 1** below represents the number of support tickets opened by each department for last month. The IT Department monitors trends in these numbers and makes adjustments as needed to assure that all departments have the appropriate amount of support for daily operations.

Users Supported:

The following statistics represent the number of network users supported by the IT Department. The city network is important for all business initiatives for the city of Norman. The number of devices supported reflects the growth in dependence on technology for daily operations (see **IT Table 2**).

Email Security Appliance:

The City of Norman's IT Department has an email filter that has enhanced reporting and filtering capabilities that protect the City's systems from malicious attacks from the outside. Email is one of the preferred methods of the delivery of malicious software and viruses. The IT department monitored 253,655 attempted incoming emails in December 2025. A total of 211,630 messages were delivered, while 42,025 total incoming messages were considered Spam or hazardous e-mails by our email-filtering appliance and were quarantine or filtered (see **IT Table 3**). This number represents 16.6% of our inbound mail. This percentage has decreased significantly from previous months because of the IT Department's implementation of a new and more modern appliance. The IT Department has made the decision to block inbound traffic from specific sources with known malicious traffic that constantly try to affect our network. We continue to monitor and analyze the situation on a daily basis. Inbound email messages of this nature means increased vulnerabilities and attack vectors into the city. Without the email filter appliance, our email server would have received more mail, which increases the opportunity for entrance of a virus into the network. It also creates waste, reduces productivity, and decreases valuable storage space.

Web Site:

The City of Norman's web site is hosted, updated and maintained by the IT Department. In the month of December 2025, the City of Norman's web site had 135,104 individual web sessions access the web site for 213,930 total page views. Of those sessions, 86,762 were identified as Users to view content on the City web site (see **IT Table 4a and 4b**). Since its completion in June 2020, the site has had a few major upgrades including a new search feature and this has contributed to more relevant search results. The site boasts a build in engine that allows it to function as an app on mobile devices and tablets.

Data Storage:

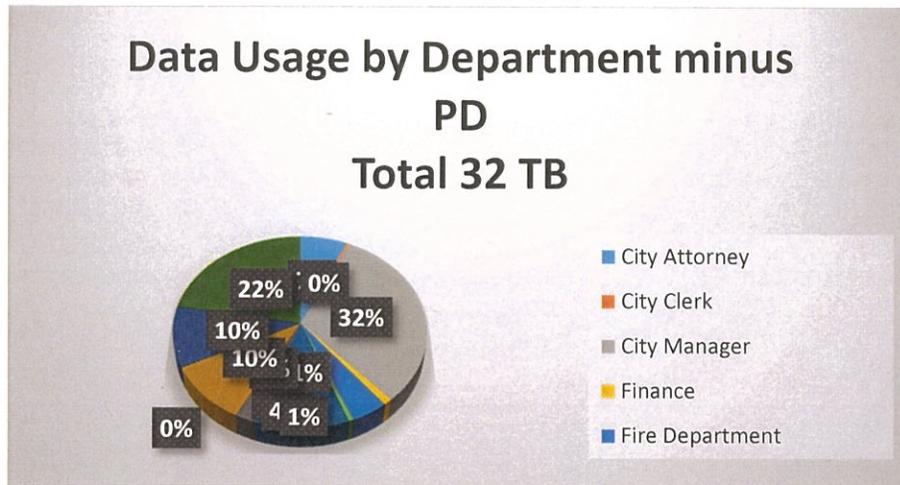
The City of Norman's infrastructure depends on system availability and uptime. An important part of system availability is data storage and usage. The pie charts below (See **IT Charts A,B, and C**) represent where the bulk of IT data storage resides. The information stored in this infrastructure is important for daily operations, and public safety. This includes data that is protected in the case of a disaster that can be recovered to keep operations functional.

ERP Project Implementation Progress:

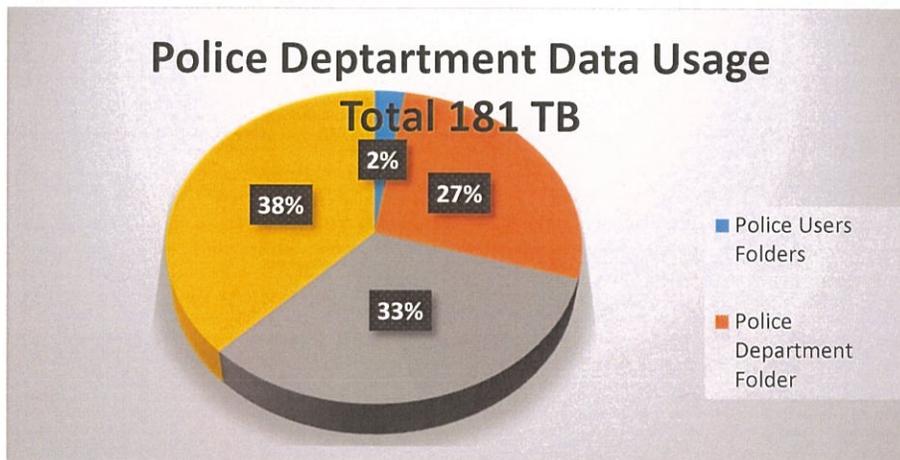
This project began in January of 2018 and was delayed for multiple reasons by the 2020 pandemic. The projects final implementations are complete as of March 2024. The City Council approved approximately \$6 Million to replace the outdated software systems that run our daily business operations. Although

because of constant efforts to improve this project is never fully complete. The city now has enhanced automated services and web services for our citizen base as well as the employees who conduct business and track their daily work with these systems. The IT Department completed implementation of all major pieces of the ERP business systems software packages. These include Parks and Rec software (x 2), Municipal Court software, Financial Systems software, Utility Billing software, Payroll, Human Resource Management, Work Orders (Tyler EAM), Time and Attendance, and Planning and Community Services software packages. Daily work continues on these systems as well as additional training, enhancements, and configuration. We will continue to evaluate and enhance each of these systems moving forward. Our current efforts include a review of the HR Systems, post launch troubleshooting of Planning and Community Dev software, an upgraded Parks and Rec software package to help with golf management, concessions, and food carts. We Are also preparing for AMI (Automatic Meter Infrastructure), and integration with a customer portal for Utility Billing Systems software as well as a review of the current time and attendance software. The IT Department is currently reviewing a new option for Time and Attendance to improve automation of this function.

IT Table A



IT Table B



IT Table C

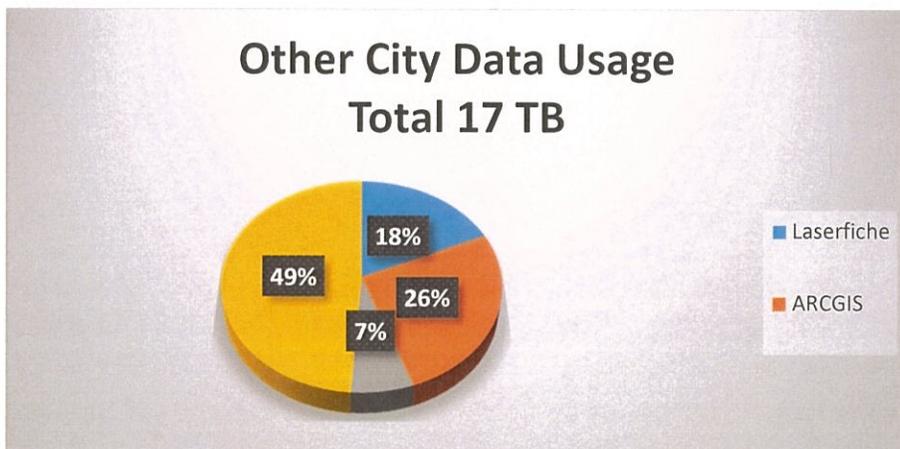
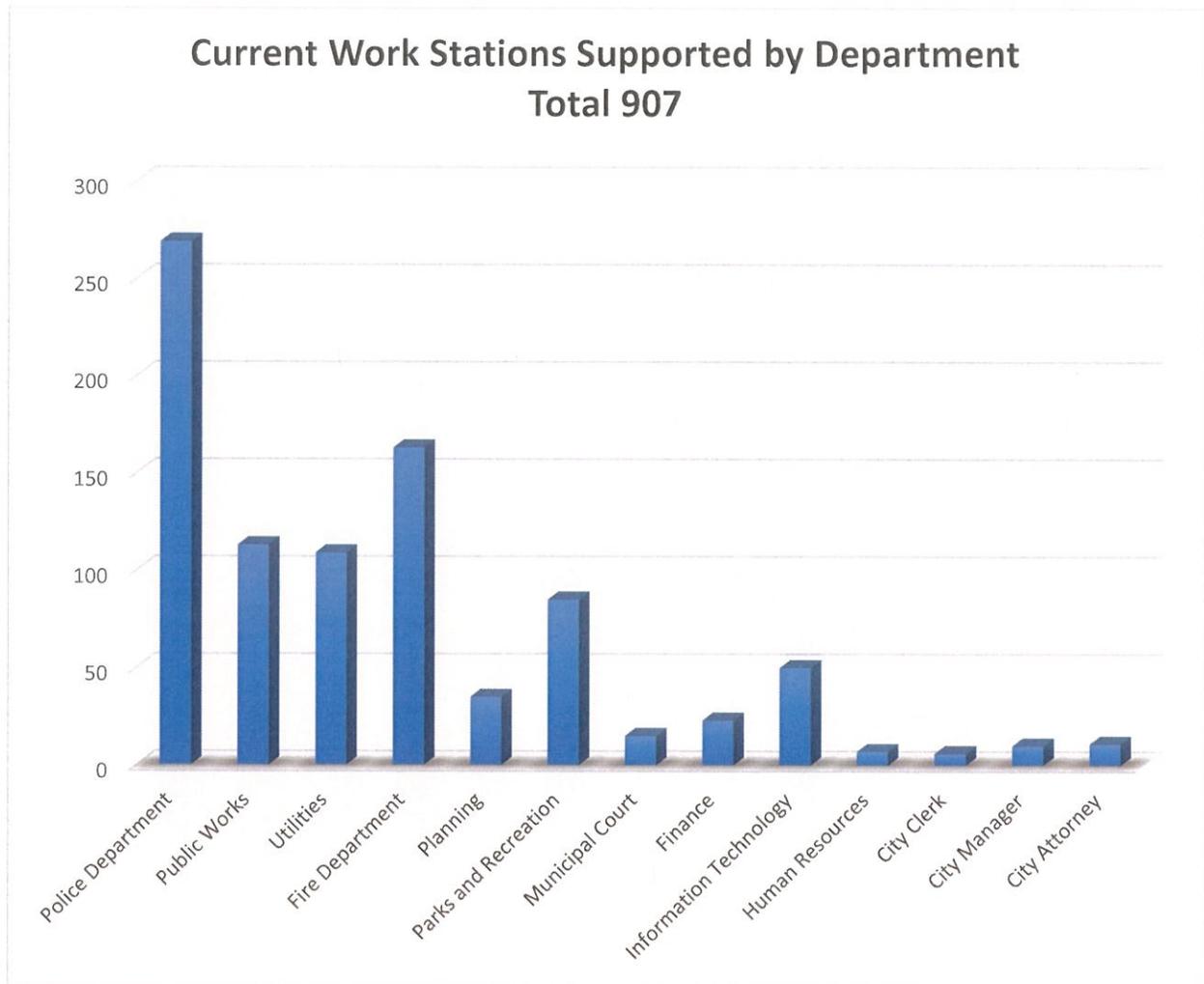
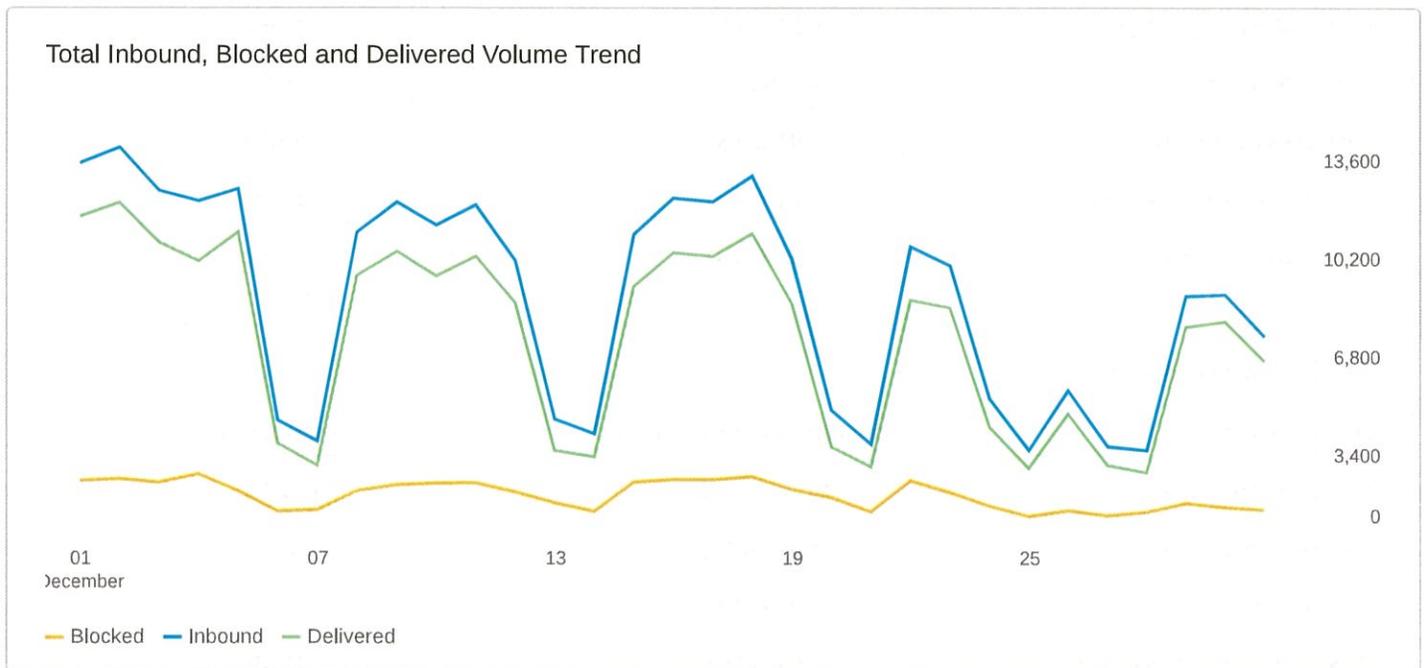
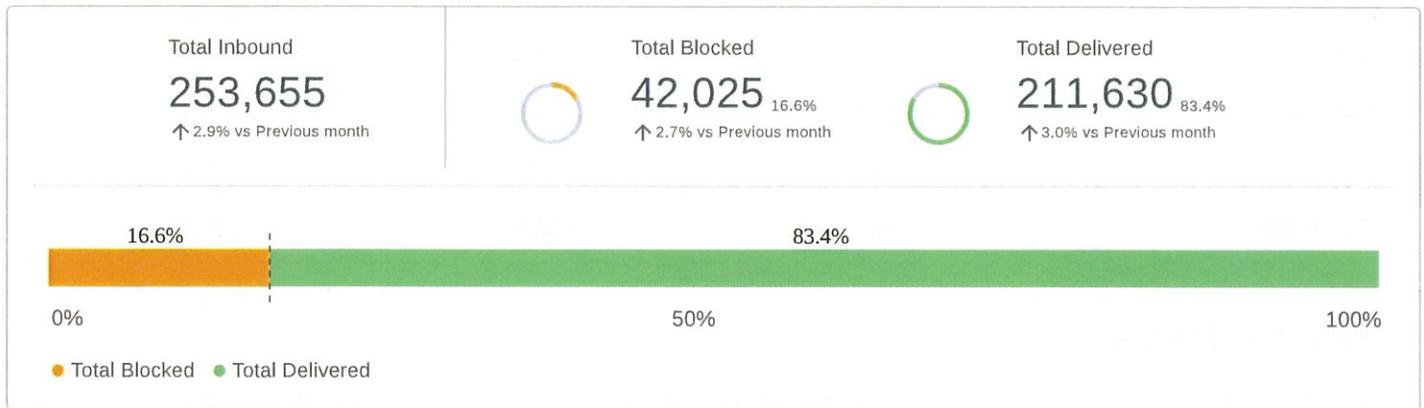


Table 2



Inbound Email Summary

Statistics of messages from external users to internal users and domains.
2025/12/01 00:00:00 - 2026/01/01 00:00:00 (UTC)



Total Blocked by Category

Category	% of Total Inbound	Messages	vs Previous month
Threats	1.0%	2,564	- 29.4%
Spam	8.6%	21,798	+ 5.5%
Bulk	1.2%	3,058	- 1.5%
Others	5.8%	14,605	+ 8.1%
Total Blocked	16.6%	42,025	+ 2.7%

Top 5 Inbound Recipients

Envelope Recipient	Messages(% of Total Inbound)	vs Previous month
jason.redden@normanok.gov	7,861 (4.0%)	+ 16.2%
devra.smith@normanok.gov	4,706 (2.4%)	+ 10.7%
esther.rojo@normanok.gov	3,503 (1.8%)	+ 16.3%
barbara.andros@normanok.gov	3,076 (1.6%)	- 11.8%
robert.gruver@normanok.gov	3,059 (1.6%)	+ 34.9%

Top 5 Inbound Senders

Envelope Sender	Messages(% of Total Inbound)	vs Previous month
noreply@normanok.gov	16,001 (8.3%)	+ 10.4%
Pager@ci.norman.ok.us	10,349 (5.4%)	+ 5.8%
<no domain>	4,641 (2.4%)	+ 4.5%
VTINotifications@normanok.gov	3,402 (1.8%)	+ 12.4%
laserfiche@normanok.gov	2,807 (1.5%)	+ 4285.9%

Top 5 Inbound Receiving Domains

Envelope Receiving Domain	Messages(% of Total Inbound)	vs Previous month
normanok.gov	230,661 (90.9%)	+ 2.2%
ci.norman.ok.us	13,046 (5.1%)	+ 17.0%
sms.normanok.gov	9,872 (3.9%)	+ 3.9%
cucpub.ci.norman.ok.us	73 (0.0%)	+ 5.8%
list.ci.norman.ok.us	2 (0.0%)	N/A

Top 5 Inbound Sending Domains

Envelope Sending Domain	Messages(% of Total Inbound)	vs Previous month
normanok.gov	36,543 (15.7%)	+ 23.1%
ci.norman.ok.us	12,486 (5.4%)	+ 5.1%
bounce.sears.com	7,519 (3.2%)	+ 14.6%
in.constantcontact.com	6,834 (2.9%)	+ 6.1%
gmail.com	5,703 (2.5%)	+ 13.4%

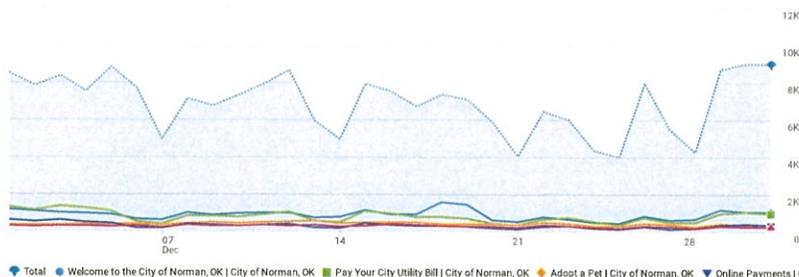
All Users Add comparison

Custom Dec 1 - Dec 31, 2025

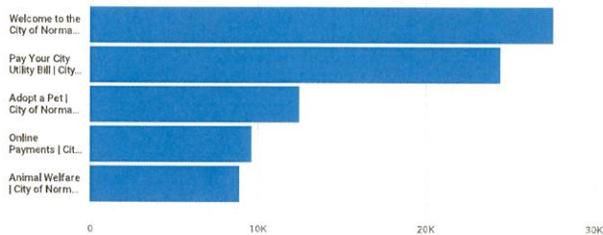
Monthly Page Views

Add filter

Views by Page title and screen class over time



Views by Page title and screen class



Plot rows Search

Rows per page: 10 Go to: 1 1-10 of 2440

Page title and screen class	Views	Active users	Views per active user	Average engagement time per active user	Event count
Total	213,930 100% of total	86,762 100% of total	2.47 Avg 0%	56s Avg 0%	635,204 100% of total
1 Welcome to the City of Norman, OK City of Norman, OK	27,562 (12.88%)	14,736 (16.98%)	1.87	15s	72,820 (11.46%)
2 Pay Your City Utility Bill City of Norman, OK	24,404 (11.41%)	12,500 (14.41%)	1.95	22s	89,314 (14.06%)
3 Adopt a Pet City of Norman, OK	12,453 (5.82%)	5,288 (6.09%)	2.35	39s	26,074 (4.1%)
4 Online Payments City of Norman, OK	9,618 (4.5%)	6,218 (7.17%)	1.55	10s	22,839 (3.6%)
5 Animal Welfare City of Norman, OK	8,904 (4.16%)	5,151 (5.94%)	1.73	13s	27,742 (4.37%)
6 News City of Norman, OK	6,580 (3.08%)	6,792 (7.83%)	0.97	3s	21,262 (3.35%)
7 Job Opportunities City of Norman, OK	5,252 (2.46%)	2,983 (3.44%)	1.76	1m 09s	15,650 (2.46%)
8 Trash & Recycling City of Norman, OK	3,538 (1.65%)	2,273 (2.62%)	1.56	39s	11,768 (1.85%)
9 Events City of Norman, OK	3,392 (1.59%)	3,359 (3.87%)	1.01	7s	10,172 (1.6%)
10 Page not found City of Norman, OK	3,266 (1.53%)	3,115 (3.59%)	1.05	3s	11,407 (1.8%)

All Users Add comparison +

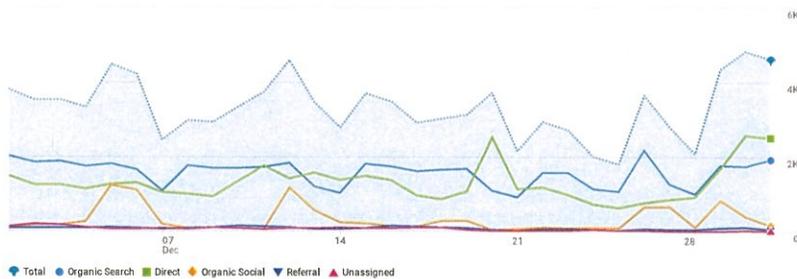
Custom Dec 1 - Dec 31, 2025

Monthly Site Traffic

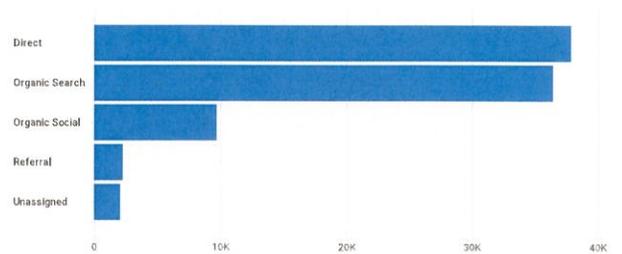
Add filter +

Active users by Session primary channel group (Default Channel Group) over time

Day



Active users by Session primary channel group (Default Channel Group)



Total Organic Search Direct Organic Social Referral Unassigned

Plot rows Search

Rows per page 10 1-9 of 9

Session primary_Channel Group	Active users	Sessions	Engaged sessions	Average engagement time per session	Engaged sessions per active user	Events per session	Engagement rate	Event count	Session key event rate
Total	86,762 (100% of total)	135,104 (100% of total)	57,364 (100% of total)	36s (Avg 0%)	0.66 (Avg 0%)	4.70 (Avg 0%)	42.46% (Avg 0%)	635,204 (100% of total)	0%
1 Direct	37,863 (43.64%)	44,373 (32.84%)	11,364 (19.81%)	12s	0.30	4.26	25.61%	188,859 (29.73%)	0%
2 Organic Search	36,427 (41.98%)	70,406 (52.11%)	41,916 (73.07%)	58s	1.15	5.48	59.53%	385,480 (60.69%)	0%
3 Organic Social	9,676 (11.15%)	11,200 (8.29%)	2,418 (4.22%)	6s	0.25	3.45	21.59%	38,651 (6.08%)	0%
4 Referral	2,242 (2.58%)	3,576 (2.65%)	1,670 (2.91%)	30s	0.74	5.09	46.7%	18,214 (2.87%)	0%
5 Unassigned	2,048 (2.36%)	2,080 (1.54%)	81 (0.14%)	9s	0.04	1.87	3.89%	3,892 (0.61%)	0%
6 Email	12 (0.01%)	12 (<0.01%)	0 (0%)	2s	0.00	3.75	0%	45 (<0.01%)	0%
7 Organic Video	6 (<0.01%)	12 (<0.01%)	5 (<0.01%)	13s	0.83	3.50	41.67%	42 (<0.01%)	0%
8 Paid Social	5 (<0.01%)	5 (<0.01%)	0 (0%)	0s	0.00	3.00	0%	15 (<0.01%)	0%
9 Organic Shopping	1 (<0.01%)	1 (<0.01%)	1 (<0.01%)	1m 00s	1.00	6.00	100%	6 (<0.01%)	0%

LEGAL 7

MONTHLY REPORT - LEGAL DEPARTMENT
December 2025 Report
(Submitted January 9, 2025)

MONTHLY HIGHLIGHTS:

LIST OF PENDING CASES:

UNITED STATES COURT OF APPEALS FOR THE TENTH CIRCUIT

UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF NEW YORK

In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation, Case No. 05-MD-01720 (JG)(JO) (K)

UNITED STATES DISTRICT COURT, WESTERN DISTRICT OF OKLAHOMA

Yoon v. City of Norman, Case No. CIV-2025-804 D

Hodge, Cathy Ann v. Police Department, City of Norman, et al, Case No CIV-2025-01563, CJ-2025-1499

This case was filed at Cleveland County District Court on September 19, 2025, and the City was served December 10, 2025. It was removed to the United States District Court for the Western District of Oklahoma on December 29, 2025. Cathy Ann Hodge, personal representative of Anthony Castillo Sanchez, alleges Mr. Sanchez's September 21, 2023, execution for the December 20, 1996, murder of Juli Buskin was wrongful. The City's Motion to Dismiss is pending.

OKLAHOMA SUPREME COURT / COURT OF CIVIL APPEALS

Allison et al v. Post et al, CV-24-3374, SC 122946

Bad Day Towing & Recovery v. City of Norman, SD-123,329; CV-2024-2032 (K)

COURT OF CRIMINAL APPEALS

CLEVELAND COUNTY DISTRICT COURT

A. *General Lawsuits*

115 W. Main LLC v. Sooner Emerald Dreams LLC, et al., CJ-2024-1318

Armstrong v. City of Norman, CJ-2012-1638 (K)

Etter v. City, CJ-2021-731 (K)

Flores v. City of Norman & John Doe, CJ-2021-1051 (K)

City v. Arces, CV-2024-3662 (K, M, S)

Hare v. Norman Municipal Authority, et al, CJ-2025-857

The Norman Petition Initiative No. 2021-1, CV-2020-2384 (K)

City v. Loeffler & Ashford Investments, LLC, CV-2022-1182 (M)

City v. Hodges, CV-2020-2922
Norman Hospitality, Inc. v. City, CV-2025-2015 (K, R)
Norman Municipal Authority and City of Norman v. Flintco, LLC, et al, CJ-2024-1343
Pioneer Library System v. City of Norman et al., CJ-2025-1260 (K, R)
Grace v. City of Norman and Crossland Construction Company, Inc., CJ-2025-873 (K, R)
On December 22, 2025, an amended Petition was filed adding Crossland Construction Company, Inc. as a party to the case. The City filed its Answer to the Amended Petition on January 9, 2026.
Shaz Investment Group, LLC v. City of Norman, CJ-2021-1044 (K)
Smith et al v. Norman Regional Health System v. City of Norman, CJ-2014-874 (K)
State of Oklahoma Department of Mental Health & Substance Abuse Services Trust v. City of Norman, et. al. CV-2025-2582
University Town Center, LLC v. City of Norman et al, CJ-2024-1405
Wattie Wolfe Company, Inc. v. City of Norman, et. al., CJ-2025-1366 TB (K, R)

B. *Condemnation Proceedings*

City of Norman v. Chastain Oil Company, a Corporation, et al., CV-2015-677 (M)
City of Norman v. West Lindsey Center Investors, LLC, et al., CV-2015-671 (M)
City of Norman v. Tietsort Revocable Trust, et al., CJ-2013-775 (M)
City of Norman v. Apex Properties, LLC, et al., CJ-2021-221 (M)
City of Norman v. D&J Land, LLC, et al., CJ-2022-251 (M):
City of Norman v. Harold and Diana Hansmeyer, et al., CJ-2024-498 (W)

C. *Lawsuits involving a City Claim/Interest in Property, Foreclosure Actions, and Applications to Vacate*

City of Norman v. Legacy Property Partners, LLC, CV-2018-249 (K, S)
Mortgage Clearing Corporation v. Ricky Joe Butler, et al., CJ-2016-219 (M)
Mortgage Clearing Corporation v. Doiron, et al., CJ-2014-1459 (M)
Katy Construction Co., CV-2024-2213
US Bank National Association v. Hudson et al., CJ-2024-996
On August 22, 2024, the City filed a Disclaimer of Interest. On September 3, 2024, Plaintiff filed a Notice of Dismissal for the City of Norman. This case will no longer appear on the Monthly Report.
US Bank National Association v. Vermillion et al., CJ-2024-1019
On September 20, 2025, Plaintiff filed a Dismissal Without Prejudice, and Release of Lis Pendens. This case will no longer appear on the Monthly Report.
Orrklahoma Realty – Norman, LLC v. City of Norman et al., CV-2024-2824
First Bank & Trust Co. v. Norman Hospitality, Inc. et al., CJ-2025-749
US Bank National Association v. Porter, et al., CJ-2025-1978 (R)
This case was filed at Cleveland County District Court on December 10, 2025.

D. ***Municipal Court Appeals***

None

E. ***Small Claims Court***

None

F. ***Board of Adjustment Appeals***

None

LABOR / ADMINISTRATIVE PROCEEDINGS

A. ***Grievance & Arbitration Proceedings***

This office has assisted with the following grievances:

AFSCME Grievance FYE 21-02 – (COVID-19 Leave)

AFSCME Grievance FYE 22-02 – (Jerry Younts and Bennie Gilmore – COVID-19 Leave)

AFSCME Grievance FYE 22-02 – (Tara Klepper – COVID-19 Leave)

AFSCME Grievance FYE 24-06 – (Malia Ross – Discipline)

AFSCME Grievance FYE-24-09 – (James Salley – Termination)

AFSCME Grievance FYE-26-01 – (Susie Block - Termination)

FOP Grievance FYE-26 – (Kaidee Monroe – Discipline)

IAFF Grievance FYE 21 – (Carl Shanon Smith – Improper Compensation)

IAFF Grievance FYE 23 – (Matt Ferris – Discipline)

IAFF Grievance FYE-24 – (Non-Emergency Call Back)

IAFF Grievance FYE-24 – (Failure to Staff Personnel)

IAFF Grievance FYE-25 – (Failure to Follow Progressive Discipline)

IAFF Grievance FYE-25 – (Paid Convention Leave)

B. ***Equal Employment Opportunity Commission (EEOC)***

Worthly v. City of Norman – Charge No. 564-2025-01069

C. ***Contested Unemployment Claims (OESC)***

None

MUNICIPAL COURT PROSECUTIONS

The chart below represents cases prosecuted by the City Attorney’s Office in the Municipal Criminal Court through December 2025. The chart does not represent those cases disposed of prior to Court through actions of the City Attorney and the Court.

Month	<u>ADULT CASES</u>			<u>JUVENILE CASES</u>			<u>COURT SESSIONS</u>		
	FYE 24	FYE 25	FYE 26	FYE 24	FYE 25	FYE 26	FYE 24	FYE 25	FYE 26
JULY	464	359	514	11	25	10	10	11	11
AUG	341	493	585	7	6	18	16	13	13
SEPT	295	395	473	18	11	11	8	10	13
OCT	346	420	440	7	13	14	11	10	11
NOV	292	246	356	11	15	13	10	6	7
DEC	163	314	378	9	13	13	4	8	8
JAN	280	419		9	11		5	12	
FEB	338	318		20	0		12	6	
MAR	466	464		8	16		10	10	
APR	443	621		11	3		14	11	
MAY	430	546		26	10		10	12	
JUNE	333	463		7	15		9	10	
TOTALS / YTD	4,191	4,858	2,746	144	138	79	119	119	63

WORKERS' COMPENSATION COURT

A total of 20 cases were pending as of December 31, 2025. In December, three new claims were filed and two claims were amended. Once Joint Petition settlement is scheduled for City Council consideration in January. The remaining cases are proceeding in active litigation in the Oklahoma Workers’ Compensation Commission/Court of Existing Claims. The current breakdown of pending Workers’ Compensation cases by work area have been reviewed and updated for accuracy is as follows:

DEPARTMENT	DIVISION	PENDING CASES	FYE 26 CASES	FYE 25 CASES	FYE24 CASES	FYE23 CASES
Fire	Suppression	12	4	8	3	9
Fire	Prevention					
Parks/Rec	Facility Maintenance			1		
Parks/Rec.	Park Maintenance					
Parks/Rec	Westwood Pool					
Police	Criminal Investigation					
Police	Patrol	5	2		2	1
Police	Staff Services	1	1			
Police	Administration					
Public Works	Street Maintenance			1		

DEPARTMENT	DIVISION	PENDING CASES	FYE 26 CASES	FYE 25 CASES	FYE24 CASES	FYE23 CASES
Public Works	Fleet	1		1	1	
Public Works	Storm Water				2	
Public Works	Traffic Control					1
Utilities	Line Maintenance					1
Utilities	Sanitation	1	1			1
TOTALS		20	8	11	8	13

List of Pending Cases

Bernhardt, Jefferson B. v. City of Norman, CM-2025-04357 A

(FD/Suppression/Fire Captain, L Knee, (Denied) Whole Body

Boxford, Steven Lee v. City of Norman, CM-2022-03698 N

(Police, Patrol, Master Police Officer, Left Shoulder, Neck, Left Hand, Left Arm, Left Hip, Right Knee + Other – Left Side of Face, Left Eye, **Amended + Reinjury 11/26/25 Aggravation Left Arm**)

Edwards, Brian v. City of Norman, CM-2025-05523 H

(FD/Suppression, Fire Captain, L Shoulder, Right Knee, Lower Back)

Faught, David v. City of Norman, CM3-2025-02198 A

(Fire, Suppression, Firefighter, Lower Back)

A Joint Petition settlement in the above claim is scheduled to be considered by the City Council on January 26, 2026.

Gober, Allen v. City of Norman, CM-2025-06478 L

(Utilities, Sanitation, SWI, Right Knee)

Hambrick, John v. City of Norman, CM-2023-02469 K

(Fire, Suppression, Firefighter, Cancer, Body as Whole)

Lewis, Brian K. v. City of Norman, CM-2022-02245 H

(Fire, Suppression, Fire Driver Engineer, Neck, Back UNS, Left Knee, Left Leg)

Littleton, Charles v. City of Norman, CM-2025-06298 P

(Fire, Suppression, Fire Driver Engineer, Other – Cancer, Body As Whole

Massie, Nathan v. City of Norman, CM-2024-03408 H

(Public Works, Fleet, Service Technician, Neck+Neck, Lower Back, Ears+Neck, Bilateral Ears, Lumbar, Middle Back+Neck, Bilateral Ears, Lumbar, Middle Back, Both Shoulders, Both Arms)

McCawley, Billy v. City of Norman, CM-2025-03486 L

(FD/Suppression, Fire Driver Engineer, Right Shoulder)

Mohrmann, Noel v. City of Norman, CM-2025-02034 P

(Fire, Suppression, Fire Driver Engineer, L Shoulder, Left Arm & Left Hand)

Moring, Barry v. City of Norman, CM-25-00042 J

(Fire, Suppression, Fire Captain, Cancer, Body as a Whole

Newell, Richard v. City of Norman, CEC-2022-15014 H (Request to Reopen – Change in Condition for the Worse)

(Police, Narcotics, Master Police Officer-Sergeant, Right Knee)

Pierce, Daniel Ray v. City of Norman, CM-2024-02999 H

(Police, Patrol, Master Police Officer-Sergeant, Right Knee, Reinjured)

Simons, Michael v. City of Norman, CM-2024-04104 L

(Fire, Suppression, Firefighter, Right Knee)

Skelly, Gregory D. v. City of Norman, CM-2025-01674 M
 (Fire, Suppression, Asst. Fire Chief, Lungs, Respiratory System, Heart, Trachea)
Steele, Spencer v. City of Norman, CM-2025-06362 H
 (Police, Patrol, Master Police Officer, Neck, Amended Spine to Cervical Spine, Thoracic Spine, Lumbar Spine)
Steele, Spencer v. City of Norman, CM-2025-06683 Q
 (Police, Patrol, Master Police Officer, Left Foot, Right Shoulder, Whole Back, Both Knees, Consequential to Altered Gate).
Wansick, Brandon Kyle v. City of Norman, CM-2025-06855 A
 (Police, Staff Services, Sergeant, Both Legs

TORT CLAIMS

The following is a breakdown of the Tort Claims activity through **November 2025**.

DEPARTMENT	FYE 26 Month	FYE 26 YTD	FYE 25 YTD	FYE 24 YTD	FYE 23 YTD
Animal Control			1		2
Finance – IT			1		
Fire				2	
Legal					
Other			4	5	5
Parks			9	2	1
Planning		2	2		1
Police	1	6	3	9	8
Public Works – other			2	2	5
Public Works – Stormwater					
Public Works – Engineering			1		
Public Works – Streets	1	3	13	13	8
Utilities – other				2	
Utilities – Water	2	4	5	5	16
Utilities – Sanitation	1	4	11	11	7
Utilities – Sewer	1	2	8	10	3
TOTAL CLAIMS	6	21	60	61	56

CURRENT CLAIM STATUS	FYE 26 TO DATE	FYE 25	FYE 24	FYE 23
Claims Filed	21	60	61	56
Claims Open and Under Consideration	9	0	0	0
Claims Not Accepted Under Statute/Other	0	2	1	4
Claims Paid Administratively	5	23	26	25
Claims Paid Through Council Approval	0	6	5	2
Claims Resulting in a Lawsuit for FY	0	3	1	0

Claims Barred by Statute (No Further Action Allowed)	0	22	28	25
Claims in Denied Status (Still Subject to Lawsuit)	7	4	0	0

TORT CLAIMS

The following is a breakdown of the Tort Claims activity through **December 2025**.

DEPARTMENT	FYE 26 Month	FYE 26 YTD	FYE 25 YTD	FYE 24 YTD	FYE 23 YTD
Animal Control			1		2
Finance – IT			1		
Fire				2	
Legal					
Other			4	5	5
Parks			9	2	1
Planning		2	2		1
Police		6	3	9	8
Public Works – other			2	2	5
Public Works – Stormwater					
Public Works – Engineering			1		
Public Works – Streets		3	13	13	8
Utilities – other				2	
Utilities – Water	1	5	5	5	16
Utilities – Sanitation	1	5	11	11	7
Utilities – Sewer	1	3	8	10	3
TOTAL CLAIMS	3	24	60	61	56

CURRENT CLAIM STATUS	FYE 26 TO DATE	FYE 25	FYE 24	FYE 23
Claims Filed	24	60	61	56
Claims Open and Under Consideration	7	0	0	0
Claims Not Accepted Under Statute/Other	0	2	1	4
Claims Paid Administratively	5	23	26	25
Claims Paid Through Council Approval	0	6	5	2
Claims Resulting in a Lawsuit for FY	0	3	1	0
Claims Barred by Statute (No Further Action Allowed)	0	24	28	25
Claims in Denied Status (Still Subject to Lawsuit)	12	2	0	0

MUNICIPAL COURT

8

**MUNICIPAL COURT
MONTHLY REPORT
DECEMBER - FY '26**

CASES FILED

	<u>FY 26</u>		<u>FY 25</u>	
	<u>DECEMBER</u>	<u>Y-T-D</u>	<u>DECEMBER</u>	<u>Y-T-D</u>
Traffic	779	6,270	919	4,435
Non-Traffic	259	1,981	263	1,608
SUB TOTAL	1,038	8,251	1,182	6,043
Parking	468	3,867	432	5,047
GRAND TOTAL	1,506	12,118	1,614	11,090

CASES DISPOSED

	<u>FY 26</u>		<u>FY 25</u>	
	<u>DECEMBER</u>	<u>Y-T-D</u>	<u>DECEMBER</u>	<u>Y-T-D</u>
Traffic	900	7,005	777	4,478
Non-Traffic	228	1,613	209	1,548
SUB TOTAL	1,128	8,618	986	6,026
Parking	467	3,144	572	4,452
GRAND TOTAL	1,595	11,762	1,558	10,478

REVENUE

	<u>FY 26</u>		<u>FY 25</u>	
	<u>DECEMBER</u>	<u>Y-T-D</u>	<u>DECEMBER</u>	<u>Y-T-D</u>
Traffic	\$ 102,764.54	\$ 774,458.34	\$ 78,254.35	\$ 476,418.95
Non-Traffic	\$ 24,793.80	\$ 143,540.02	\$ 18,817.00	\$ 120,348.59
SUB TOTAL	\$ 127,558.34	\$ 917,998.36	\$ 97,071.35	\$ 596,767.54
Parking	\$ 21,185.00	\$ 122,350.00	\$ 22,865.00	\$ 161,328.00
GRAND TOTAL	\$ 148,743.34	\$ 1,040,348.36	\$ 119,936.35	\$ 758,095.54

MUNICIPAL COURT - MONTHLY REPORT
DECEMBER 2025

JUVENILE COMMUNITY SERVICE PROGRAM

Due to a vacancy in program staff, juveniles located and worked community service projects on their own.

MEDIATION PROGRAM

The Early Settlement – Norman Mediation Program accepted 16 new cases and closed 16 cases during the month of December 2025. 3 Mediations were held.

PARKS AND RECREATION 9

Park Development Activities December 2025

Bishop Creek Eco Park:



Our Contractor (Downey Contracting) has been working to finish major construction of this new special use park that was designed to be both a nature park for people to enjoy and a means of stormwater control for the Bishop Creek watershed. The design from Planning Design Group (PDG) was awarded for construction in mid-2025; and work has been ongoing since summer. Good weather has allowed the project to get to a point where

Downey will soon finish their contract and the city will take on the remaining work at the park to establish new landscape, complete a sign package, manage final site furnishings, fencing and other site amenities and prepare the park for a grand opening in the spring. Park Development Division is working with our fellow staff from the Environmental Resiliency and Sustainability Division to come up with a best method to re-establish a more native ecology for this new type of park in Norman that combines human activity with natural processes and educational opportunities.

Forestry:

We are acquiring quotes from several growers to provide and install new and/or replacement trees in several parks and public landscape areas this winter. This includes roadside and traffic median plantings on several large streets such as west Lindsey Street, 12th Avenue SE (between Lindsey and Constitution), and Robinson Street. We also have identified some parks that would benefit from additional shade along their trails (Eagle Cliff and Eastwood, for example), and those that need trees installed or replaced as part of their first years of development (Bentley and Bluestem). The Forester is also doing several tree pruning and other maintenance projects on our park and public landscape trees during the winter months.

Reaves Park:

We are working with the Streets Division to use some of the dirt they are generating during the construction of the road through the west half of Saxon Park and connecting to John Saxon Boulevard to do work on the pond embankment at Reaves Park. We will be raising the south end of the pond bank up to better control the direction and duration of water detention in the pond during unusually wet seasons like we had last spring. The elevation will match the intended elevation of the pond bank that will be achieved when the next phase of reconstruction of the baseball fields south of the new park pond are done in a future project. Only part of the pond was dug during the first phase of that NORMAN FORWARD project in 2021. As a result, the pond overflows to the south before it reaches the designed spillway on the north end of the pond and causes high water to accumulate on the south ballfields and the adjacent OU golf course driving range in flooding storm events. The dirt will be shaped into a higher south bank that will be finish-graded when the south fields are re-built at a

higher elevation in the next major phase of the Reaves Park sports complex renovation, as funding is made available.

Neighborhood Parks:

Proposals were received in December for play equipment in several parks. Replacement of old equipment will be taking place this winter at Northeast Lions, Sutton Place and Eagle Cliff Parks as part of the on-going Neighborhood Park Improvements project for NORMAN FORWARD. This will be the final piece of the project in these three parks. We are also receiving proposals for the new park in southeast Norman next to The Links Apartments called Bluestem Park. Park Maintenance crews have already begun removing the old equipment in the existing parks, which in many cases is so obsolete that we cannot harvest any parts of those playgrounds to use as replacement parts for other parks in town. The work should be completed in early spring, when we will be preparing for the next replacement of the oldest playgrounds next fiscal year, according to the priority list created for the project back in 2015. Not all park playgrounds will be replaced with the original Norman Forward project. A new program of replacements will be prepared for any upcoming tax-funded improvements to our parks and facilities in the future.

DECEMBER 2025 PARK MAINTENANCE DIVISION				
	FY26	FY26	FY25	FY25
SAFETY REPORT	MTD	YTD	MTD	YTD
On-The-Job Injuries	0	1	2	6
Vehicle Accidents	0	0	0	0
Employee responsible	0	0	0	0
ROUTINE ACTIVITIES	Total Man Hours		Total Man Hours	
Ballfield Maintenance	12	68.00	0.75	921.50
Big Mowing	0	865.50	0	1140.00
Bike Racks	0	27.25	0	106.50
Carpentry/Project Building	12	203.50	319.8	1971.75
Chemical Spraying/Fertilization	9	304.50	0	870.50
Christmas Setup/Repair/Removal	113.75	1340.75	259	1377.50
Concrete/Masonry	20	196.00	0	102.00
Dirt/Sand/Mulch/Gravel Work	197.75	534.50	0	314.00
Equipment Maintenance/Service	162	592.25	126	2609.25
Equipment Repair	107	725.25	0	499.75
Equipment Transport	10	29.00	0	140.50
Events	271.75	1359.75	144	1466.00
Fence Repairs	0	41.00	94	347.00
Homeless Camp Cleanup	60	153.75	0	135.00
Landscape Maintenance	132.5	807.25	90.5	2294.00
Material Hauling	67.5	253.25	12	749.50
Office Work/Planning/Supervision	261	1603.00	23.75	1375.75
Painting	4	12.00	0	162.50
Park Tree Work	320.5	574.00	175	323.00
Playground Inspection	46.5	1324.00	0	2362.75
Playground Maintenance	235.5	1107.50	36.5	1089.50
Powerwashing	8	199.50	0	39.00
Purchasing Parts/Supplies	304.5	608.00	0	118.75
Recycling	5	37.50	0	24.00
Restroom Maintenance	10	82.00	8	262.50
Seasonal City Cleanups	109	212.50	0	314.25
Seeding/Sodding	0	329.50	0	196.50

Sign Maintenance/Flags	101	185.00	0	164.25
Snow/Ice Removal/Ice Melt	72	97.50	0	538.50
Sprinkler Maintenance	59	707.25	16.5	1710.25
Street Tree Work/Storm Damage	51	452.75	0	506.50
Stump Grinding	32	381.75	0	94.00
Trail Maintenance	17	175.50	0	363.00
Training (Safety/CEU's)	0	194.25	0	334.75
Trash Maintenance	71.75	1246.50	253	3705.25
Trim Mowing	314.25	3788.25	6	5603.00
Vandalism Repair	9	604.25	63	298.00
Vector Control	2	72.00	0	141.50
Watering	0	82.50	0	151.50
Welding	13	48.00	0	68.50
Shopping Carts (by cart, not hours)	19	139.00	62	186.00

**DECEMBER 2025
RECREATION DIVISION
MONTHLY REPORT**

Little Axe Community Center: This month, the Little Axe Community Center was alive with holiday spirit and community engagement. We hosted our Bingo and Ice Cream Social, uniting members for fun and connection. The Sunshine Group met at the Center, and our regular arts and activities classes continued. In collaboration with the local library, we organized a community story time and a snow globe-making craft enjoyed by all ages. We also partnered with Little Axe High School for its W.A.T. program, fostering collaboration and learning. We were thankful to work with Another Chance Ministry to provide holiday baskets to 63 community members. Our weekly food pantry served 104 individuals this month, thanks to the support of Harps Grocery Store and the Little Axe Community Center. Overall, it was a heartwarming month of partnership and community connection.

12th Avenue Recreation Center: The 12th Avenue Recreation Center continued with its after-school program, with an average of 34 students in attendance each day. After school childcare ended on the 19th, and Winter Break started the week after on the 22nd. We had 43 campers enrolled, averaging 24 each day. The facility was closed on the 24th and 25th for the holiday. Campers got to help bake and design their own sugar cookies, make snowflakes out of paper cup holders, and make snowman jars! 12th Avenue also hosted an indoor movie night, featuring Elf on the 12th. Approximately 80 patrons attended the evening event. We had various themed concession items for sale, a balloon animal artist, face painting, a visit from Santa, and a craft from Firehouse Art!

Irving Recreation Center: This month at Irving, we had a total of 19 enrolled in our program. We had a total of 182 visits, with an average of 14 students per day. Irving also held a Winter Break Camp, with six students signing up, averaging three per day.

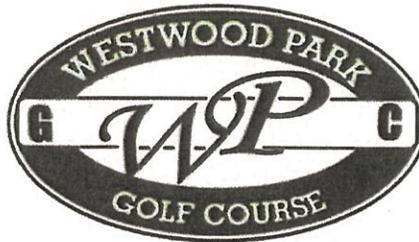
Whittier Recreation Center: This month, the Whittier Recreation Center continued with 16 kids enrolled. We have been encouraging the kids to use their brain power for word searches, puzzles, and other various activities. During the week before the winter break, we created gingerbread houses and served hot chocolate for the kids. For the 12/19-day camp, I ordered pizza for the kids, and we also created gingerbread houses.

FACILITY ATTENDANCE:	Month	Year to Date
Little Axe Community Center	445	3,561
12th Avenue Recreation Center	1,050	6,968
Irving Recreation Center	182	1,453
Whittier Recreation Center	188	1,746
Reaves Center	300	1,500
Tennis Center	2,318	17,572

**YOUNG FAMILY ATHLETIC CENTER
DECEMBER 2025**

	FYE 2026 MTD	FYE 2026 YTD
YFAC Memberships	\$107,690.00	\$129,290.00
YFAC Day Passes	\$127.00	\$720.00
YFAC Gym Passes	\$4,357.00	\$18,325.00
YFAC Aqua Class/Camp	\$0.00	\$0.00
YFAC GYM Class/Camp	\$16,710.00	\$26,734.25
YFAC Misc Class/Camp	\$4,891.00	\$4,891.00
YFAC POOL Rental	\$58,263.15	\$70,723.78
YFAC GYM Rental	\$21,413.30	\$30,372.30
YFAC MISC Rental	\$0.00	\$275.86
YFAC POOL Tournament	\$0.00	\$0.00
YFAC GYM Tournament	\$11,690.00	\$84,514.00
YFAC Leases	\$0.00	\$0.00
YFAC Other Revenue/Advertising	\$0.00	\$44,776.61
YFAC Leagues	\$201,405.00	\$202,381.00
TOTAL INCOME	\$426,546.45	\$613,003.80
YFAC GYM Expenditures	\$14,605.76	\$80,016.44
YFAC POOL Expenditures	\$24,861.89	\$129,813.98
EXPENDITURES	\$39,467.65	\$209,830.42
Income vs. Expenditures	\$387,078.80	\$403,173.38

WESTWOOD/NORMAN MUNICIPAL AUTHORITY 9A



DECEMBER 2025

Westwood Golf Course Division Monthly Progress Report

ACTIVITY	DEC FYE 26	DEC FYE 25
Regular Green Fees	498	361
Senior Green Fees	224	208
Junior Fees	164	71
School Fees (high school golf team players)	1	8
Advanced Fees (high school golf team pre-pay)	0	0
Annual Fees (Regular, Senior & Junior Members)	413	746
Employee Comp Rounds	142	249
Golf Passport Rounds	0	0
9-Hole Green Fee	187	89
2:00 Fees	111	92
Dusk Fees or 5:00 Fees	1	32
PGA Comp Rounds	1	2
*Rainchecks (not counted in total round count)	17	53
Misc Promo (bday, plyrs cards, OU student & military)	25	130
Green Fee Adjustments (fee difference on rainchecks)	131	88
Total Rounds (*not included in total round count)	1898	2076
% change from FY '25	-8.57%	
*Range Tokens	0	1366
% change from FY '25	-100.00%	
Golf Carts		
18 - Hole Golf Carts	77	75
1/2 18 - Hole Golf Carts	662	22
9 - Hole Golf Carts	34	430
1/2 9 - Hole Golf Carts	125	64
Total Carts	898	591
% change from FY '25	51.95%	
TOTAL REVENUE	\$97,780.26	74961.62
% change from FY '25	30.44%	

***Range Closed for Renovation**

**DECEMBER 2025
WESTWOOD GOLF DIVISION
MONTHLY PROGRESS REPORT**

Item 4.

SAFETY REPORT				
	FY 2026	FY 2026	FY 2025	FY 2025
	MTD	YTD	MTD	YTD
Injuries On The Job	0	0	0	0
City Vehicles Damaged	0	0	0	0
Vehicle Accidents Reviewed	0	0	0	0
FINANCIAL INFORMATION				
	FY 2026	FY 2026	FY 2025	FY 2025
	MTD	YTD	MTD	YTD
Green Fees	\$30,610.35	\$325,901.60	\$20,224.88	\$210,207.34
Driving Range	\$50.00	\$98,592.00	\$3,988.00	\$60,808.00
Cart Rental	\$15,280.22	\$174,930.84	\$10,058.94	\$116,195.52
Golf Classes	\$0.00	\$96.00	\$0.00	\$0.00
Golf Shop Rentals	\$433.15	\$3,100.95	\$448.37	\$1,899.13
USGA Handicap Fees	\$0.00	\$0.00	\$0.00	\$0.00
Golf Cart Capital	\$1,241.03	\$12,659.84	\$816.95	\$8,943.91
Golf Merchandise	\$29,726.36	\$156,403.39	\$24,008.03	\$115,240.96
Restaurant	\$6,881.42	\$125,471.42	\$5,081.16	\$88,388.11
Golf Membership	\$12,924.84	\$102,231.45	\$10,214.89	\$65,804.84
Interest Earnings	\$632.89	\$3,521.56	\$120.40	\$11,752.25
TOTAL INCOME	\$97,780.26	\$1,002,909.05	\$34,182.13	\$626,416.45
Expenditures	\$142,723.26	\$664,684.11	\$91,337.50	\$723,950.72
Income vs Expenditures	-\$44,943.00	\$338,224.94	-\$57,155.37	-\$97,534.27
Rounds of Golf	1,898	19,446	2,076	17,701

The weather has allowed the greens to continue growing. Quality rating: 98% The driving range in-house renovation is progressing and goals are being met. The Driving Range was closed on December 1, 2025; all sprinklers & metal driving range targets removed; silt fence installed to control erosion; began grading & leveling from front to back of range; and adding topsoil and amendments as needed.

DECEMBER 2025
WESTWOOD FAMILY AQUATIC CENTER
MONTHLY PROGRESS REPORT

Item 4.

FINANCIAL INFORMATION				
	FY 2026 MTD	FY 2026 YTD	FY 2025 MTD	FY 2025 YTD
Swim Pool Passes	\$3,650.00	\$6,980.00	\$9,135.00	\$9,335.00
Swim Pool Gate Admission	\$0.00	\$222,234.00	\$0.00	\$189,589.00
Swim Lesson Fees	\$0.00	\$7,080.00	\$0.00	\$1,638.00
Swim Pool Rental	\$0.00	\$48,860.68	\$0.00	\$55,181.37
Swim Pool Classes	\$0.00	\$410.00	\$0.00	\$700.00
Swim Pool Merchandise Sales	\$0.00	\$936.12	\$0.00	\$336.58
Swim Pool Concessions	\$7,588.62	\$134,829.94	\$0.00	\$98,762.76
TOTAL INCOME	\$11,238.62	\$421,330.74	\$9,135.00	\$364,677.71
Expenditures	\$18,094.61	\$659,746.71	\$21,422.52	\$613,292.10
Income vs Expenditures	-\$6,855.99	-\$238,415.97	-\$12,287.52	-\$248,614.39
ATTENDANCE INFORMATION				
	FY 2026 MTD	FY 2026 YTD		FY 2025 YTD
Pool Attendance	0	50829	0	17394
Adult Lap Swim Morning/Night	0	87	0	3458
Water Walkers	0	1317	0	922
Toddler Time	0	1026	0	1127
Water Fitness	0	136	0	768
Swim Team	0	156	0	38
Scuba Rentals	0	0	0	38
Scuba Participants	0	54	0	340
Swim Lesson	0	346	0	30
Private Swim Lessons	0	19	0	5
Special Events	0	1926	0	11
Party/Rentals	0	74	0	39663
TOTAL FY 2025 ATTENDANCE	0	55970	0	18921
ATTENDANCE INFORMATION MAY 2025 TO SEPTEMBER 2025				
	Pool Attendance	91,524		
	Adult Lap Swim Morning/Night	123		
	Water Walkers	1,618		
	Toddler Time	1,421		
	Water Fitness	323		
	Swim Team	428		
	Scuba Rentals	0		
	Scuba Participants	72		
	Swim Lesson	924		
	Private Swim	48		
	Special Events	3,910		
	Party/Rentals	119		
	TOTAL ATTENDANCE	100,510		

FACILITY MAINTENANCE 9B



Cost by Building with Maint Type

<u>Building</u>	<u>Maint Type</u>	<u>Total Cost</u>	<u>Labor</u>	<u>Supplies</u>	<u>Equipment</u>	<u>Inventory</u>	<u>Outsourcing</u>	<u>Overhead</u>
12TH AVE REC		390,466.47	0.00	0.00	0.00	390,466.47	0.00	0.00
CENTER - 1701	HVAC	67.46	67.46	0.00	0.00	0.00	0.00	0.00
12TH AVE NE	PLUMBING	80.87	80.87	0.00	0.00	0.00	0.00	0.00
	Totals:	390,614.80	148.33	0.00	0.00	390,466.47	0.00	0.00
A - COURTS -		100,899.64	0.00	0.00	0.00	100,899.64	0.00	0.00
321 N WEBSTER	GENERAL	67.46	67.46	0.00	0.00	0.00	0.00	0.00
	HVAC	910.75	910.75	0.00	0.00	0.00	0.00	0.00
	PLUMBING	338.25	303.25	35.00	0.00	0.00	0.00	0.00
	Totals:	102,216.10	1,281.46	35.00	0.00	100,899.64	0.00	0.00
ADULT		524,062.83	0.00	0.00	0.00	524,062.83	0.00	0.00
WELLNESS AND	HVAC	600.24	600.24	0.00	0.00	0.00	0.00	0.00
EDUCATION	PLUMBING	242.60	242.60	0.00	0.00	0.00	0.00	0.00
CENTER - 602 N	Totals:	524,905.67	842.84	0.00	0.00	524,062.83	0.00	0.00
AGING	HVAC	256.45	256.45	0.00	0.00	0.00	0.00	0.00
SERVICES - 329	Totals:	256.45	256.45	0.00	0.00	0.00	0.00	0.00
ANIMAL	GENERAL	40.43	40.43	0.00	0.00	0.00	0.00	0.00
WELFARE - 3428	PLUMBING	141.52	141.52	0.00	0.00	0.00	0.00	0.00
S JENKINS	Totals:	181.95	181.95	0.00	0.00	0.00	0.00	0.00
B - POLICE DEPT		227,631.30	0.00	0.00	0.00	227,631.30	0.00	0.00
-112 W DAWS	ELECTRICAL	149.87	80.87	69.00	0.00	0.00	0.00	0.00
	GENERAL	384.12	384.12	0.00	0.00	0.00	0.00	0.00
	HVAC	809.00	809.00	0.00	0.00	0.00	0.00	0.00
	PLUMBING	384.12	384.12	0.00	0.00	0.00	0.00	0.00
	Totals:	229,358.40	1,658.10	69.00	0.00	227,631.30	0.00	0.00
C - HR, IT - 313		55,676.15	0.00	0.00	0.00	55,676.15	0.00	0.00
N WEBSTER	GENERAL	221.30	121.30	100.00	0.00	0.00	0.00	0.00

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	PLUMBING	323.47	323.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Totals:	56,220.92	444.77	100.00	0.00	55,676.15	0.00	0.00	0.00	0.00	0.00	0.00
CITY HALL	GENERAL	18.57	18.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Totals:	18.57	18.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CITY HALL - 201		19,427.24	0.00	0.00	0.00	19,427.24	0.00	0.00	0.00	0.00	0.00	0.00
W GRAY	ELECTRICAL	443.43	161.73	281.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	GENERAL	195.40	107.90	87.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	HVAC	80.87	80.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	PLUMBING	132.43	40.43	92.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Totals:	20,279.37	390.93	461.20	0.00	19,427.24	0.00	0.00	0.00	0.00	0.00	0.00
COMPOST	PLUMBING	20.22	20.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FACILITY - 398	Totals:	20.22	20.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
D -		306,015.02	0.00	0.00	0.00	306,015.02	0.00	0.00	0.00	0.00	0.00	0.00
DEVELOPMENT	ELECTRICAL	40.43	40.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CENTER - 225 N	GENERAL	68.28	68.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WEBSTER	HVAC	471.91	471.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	PLUMBING	236.01	236.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Totals:	306,831.66	816.63	0.00	0.00	306,015.02	0.00	0.00	0.00	0.00	0.00	0.00
EMERGENCY		630,600.28	0.00	0.00	0.00	630,600.28	0.00	0.00	0.00	0.00	0.00	0.00
COMMUNICATI	GENERAL	27.85	27.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ONS AND	HVAC	80.87	80.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OPERSTIONS	PLUMBING	380.87	80.87	300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CENTER - 2801	Totals:	631,089.86	189.58	300.00	0.00	630,600.28	0.00	0.00	0.00	0.00	0.00	0.00
ENVIRONMENT	PLUMBING	80.87	80.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
AL SERVICES -	Totals:	80.87	80.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FACILITY		4,907.58	0.00	0.00	0.00	4,907.58	0.00	0.00	0.00	0.00	0.00	0.00
MAINTENANCE -	Totals:	4,907.58	0.00	0.00	0.00	4,907.58	0.00	0.00	0.00	0.00	0.00	0.00
FIRE		11,188.56	0.00	0.00	0.00	11,188.56	0.00	0.00	0.00	0.00	0.00	0.00
ADMINISTRATO	Totals:	11,188.56	0.00	0.00	0.00	11,188.56	0.00	0.00	0.00	0.00	0.00	0.00
FIRE STATION 1		117,091.51	0.00	0.00	0.00	117,091.51	0.00	0.00	0.00	0.00	0.00	0.00
411 E MAIN	ELECTRICAL	72.38	40.43	31.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	PLUMBING	40.43	40.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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	Totals:	117,204.33	80.87	31.95	0.00	117,091.51	0.00	0.00
FIRE STATION 2		63,323.72	0.00	0.00	0.00	63,323.72	0.00	0.00
2211 W BOYD	GENERAL	40.43	40.43	0.00	0.00	0.00	0.00	0.00
	Totals:	63,364.16	40.43	0.00	0.00	63,323.72	0.00	0.00
FIRE STATION 3		55,158.48	0.00	0.00	0.00	55,158.48	0.00	0.00
500 E	ELECTRICAL	1,096.67	566.07	530.60	0.00	0.00	0.00	0.00
CONSTITUTION	HVAC	242.82	242.82	0.00	0.00	0.00	0.00	0.00
	PLUMBING	115.87	80.87	35.00	0.00	0.00	0.00	0.00
	Totals:	56,613.83	889.76	565.60	0.00	55,158.48	0.00	0.00
FIRE STATION 4		157,111.70	0.00	0.00	0.00	157,111.70	0.00	0.00
4145 W	ELECTRICAL	40.43	40.43	0.00	0.00	0.00	0.00	0.00
ROBINSON	HVAC	283.48	283.48	0.00	0.00	0.00	0.00	0.00
	PLUMBING	40.43	40.43	0.00	0.00	0.00	0.00	0.00
	Totals:	157,476.04	364.34	0.00	0.00	157,111.70	0.00	0.00
FIRE STATION 5		29,748.97	0.00	0.00	0.00	29,748.97	0.00	0.00
1000 NE 168TH	PLUMBING	20.22	20.22	0.00	0.00	0.00	0.00	0.00
	Totals:	29,769.19	20.22	0.00	0.00	29,748.97	0.00	0.00
FIRE STATION 6		62,390.49	0.00	0.00	0.00	62,390.49	0.00	0.00
7405 E	PLUMBING	40.43	40.43	0.00	0.00	0.00	0.00	0.00
ALAMEDA	Totals:	62,430.92	40.43	0.00	0.00	62,390.49	0.00	0.00
FIRE STATION 7		172,852.37	0.00	0.00	0.00	172,852.37	0.00	0.00
2207 GODDARD	Totals:	172,852.37	0.00	0.00	0.00	172,852.37	0.00	0.00
FIRE STATION 8		60,740.83	0.00	0.00	0.00	60,740.83	0.00	0.00
3901 36TH AVE	ELECTRICAL	608.73	202.17	406.56	0.00	0.00	0.00	0.00
NW	PLUMBING	759.92	283.03	476.89	0.00	0.00	0.00	0.00
	Totals:	62,109.48	485.20	883.45	0.00	60,740.83	0.00	0.00
FIRE STATION 9		111,480.54	0.00	0.00	0.00	111,480.54	0.00	0.00
3001 E	HVAC	161.73	161.73	0.00	0.00	0.00	0.00	0.00
ALAMEDA	PLUMBING	161.73	161.73	0.00	0.00	0.00	0.00	0.00
	Totals:	111,804.01	323.47	0.00	0.00	111,480.54	0.00	0.00
FIREHOUSE ART	ELECTRICAL	428.60	121.30	307.30 *	0.00	0.00	0.00	0.00
CENTER - 444 S	PLUMBING	85.43	40.43	45.00	0.00	0.00	0.00	0.00

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FLOOD	Totals:	514.03	161.73	352.30	0.00	0.00	0.00	0.00
FLEET		146,031.77	0.00	0.00	0.00	146,031.77	0.00	0.00
MAINTENANCE	ELECTRICAL	116.37	80.87	35.50	0.00	0.00	0.00	0.00
1301 DAVINCI	GENERAL	433.03	283.03	150.00	0.00	0.00	0.00	0.00
	PLUMBING	2,334.52	397.74	1,936.78	0.00	0.00	0.00	0.00
	Totals:	148,915.69	761.64	2,122.28	0.00	146,031.77	0.00	0.00
GRIFFIN PARK -	ELECTRICAL	161.73	161.73	0.00	0.00	0.00	0.00	0.00
1001 E	Totals:	161.73	161.73	0.00	0.00	0.00	0.00	0.00
IRVING REC		411,865.26	0.00	0.00	0.00	411,865.26	0.00	0.00
CENTER - 1920	GENERAL	140.43	40.43	100.00	0.00	0.00	0.00	0.00
ALAMEDA	Totals:	412,005.70	40.43	100.00	0.00	411,865.26	0.00	0.00
LEGACY PARK -		1,209.64	0.00	0.00	0.00	1,209.64	0.00	0.00
1898 LEGACY	Totals:	1,209.64	0.00	0.00	0.00	1,209.64	0.00	0.00
LINDSEY YARD -		87,335.53	0.00	0.00	0.00	87,335.53	0.00	0.00
STREETS - 668 E	HVAC	134.93	134.93	0.00	0.00	0.00	0.00	0.00
LINDSEY	Totals:	87,470.45	134.93	0.00	0.00	87,335.53	0.00	0.00
LINE		267,817.79	0.00	0.00	0.00	267,817.79	0.00	0.00
MAINTENANCE	GENERAL	722.62	202.17	520.45	0.00	0.00	0.00	0.00
	PLUMBING	101.08	101.08	0.00	0.00	0.00	0.00	0.00
	Totals:	268,641.49	303.25	520.45	0.00	267,817.79	0.00	0.00
LITTLE AXE REC		73,116.33	0.00	0.00	0.00	73,116.33	0.00	0.00
CENTER - 1000	HVAC	37.13	37.13	0.00	0.00	0.00	0.00	0.00
NE 168TH AVE	PLUMBING	141.52	141.52	0.00	0.00	0.00	0.00	0.00
	Totals:	73,294.98	178.65	0.00	0.00	73,116.33	0.00	0.00
MOORE-	PLUMBING	80.87	80.87	0.00	0.00	0.00	0.00	0.00
LINDSAY	Totals:	80.87	80.87	0.00	0.00	0.00	0.00	0.00
NE LIONS PARK	PLUMBING	80.87	80.87	0.00	0.00	0.00	0.00	0.00
1800	Totals:	80.87	80.87	0.00	0.00	0.00	0.00	0.00
NEIGHBORHOOD	GENERAL	40.43	40.43	0.00	0.00	0.00	0.00	0.00
D PARKS	PLUMBING	343.47	323.47	20.00	0.00	0.00	0.00	0.00
	Totals:	383.90	363.90	20.00	0.00	0.00	0.00	0.00
NORMAN		233,497.30	0.00	0.00	0.00	233,497.30	0.00	0.00

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INVESTIGATION	GENERAL	242.60	242.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00
S CENTER -	HVAC	566.51	566.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1507 W	PLUMBING	40.43	40.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LINDSEY	Totals:	234,346.85	849.54	0.00	0.00	233,497.30	0.00	0.00	0.00	0.00
NORMAN		312,561.62	0.00	0.00	0.00	312,561.62	0.00	0.00	0.00	0.00
PUBLIC LIBRARY	PLUMBING	121.30	121.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00
- EAST - 3051	Totals:	312,682.92	121.30	0.00	0.00	312,561.62	0.00	0.00	0.00	0.00
Park Contractor		72,227.08	0.00	0.00	0.00	72,227.08	0.00	0.00	0.00	0.00
	Totals:	72,227.08	0.00	0.00	0.00	72,227.08	0.00	0.00	0.00	0.00
PARKS		216,400.77	0.00	0.00	0.00	216,400.77	0.00	0.00	0.00	0.00
MAINTENANCE	HVAC	27.03	27.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1320 DA VINCI	Totals:	216,427.79	27.03	0.00	0.00	216,400.77	0.00	0.00	0.00	0.00
POLICE	GENERAL	80.87	80.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SHOOTING	HVAC	27.03	27.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00
RANGE - 3942	PLUMBING	161.73	161.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00
JENKINS AVE	Totals:	269.63	269.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REAVES PARK -	ELECTRICAL	40.43	40.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00
515 E	Totals:	40.43	40.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reeves Ball		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fields	Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ROTARY PARK -	HVAC	202.50	202.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1501 W BOYD	PLUMBING	80.87	80.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Totals:	283.37	283.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00
RUBY GRANT	PLUMBING	161.73	161.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PARK - 3110 W	Totals:	161.73	161.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SANITATION		155,143.31	0.00	0.00	0.00	155,143.31	0.00	0.00	0.00	0.00
	PLUMBING	201.30	121.30	80.00	0.00	0.00	0.00	0.00	0.00	0.00
	Totals:	155,344.61	121.30	80.00	0.00	155,143.31	0.00	0.00	0.00	0.00
SHOP TIME	GENERAL	1,111.92	1,111.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	HVAC	121.30	121.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Totals:	1,233.22	1,233.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SOONER	GENERAL	156.89	156.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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THEATRE - 101	HVAC	27.03	27.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E MAIN	PLUMBING	40.43	40.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Totals:	224.36	224.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRAFFIC		141,066.44	0.00	0.00	0.00	0.00	141,066.44	0.00	0.00	0.00	0.00	0.00
CONTROL -	ELECTRICAL	430.42	202.17	228.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1311 DA VINCI	HVAC	101.19	101.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Totals:	141,598.05	303.36	228.25	0.00	0.00	141,066.44	0.00	0.00	0.00	0.00	0.00
TRANSFER	GENERAL	27.03	27.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
STATION - 3901	PLUMBING	40.43	40.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CHAUTAUQUA	Totals:	67.46	67.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRANSIT		47,656.14	0.00	0.00	0.00	0.00	47,656.14	0.00	0.00	0.00	0.00	0.00
CENTER - 320 E	ELECTRICAL	40.43	40.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COMANCHE	PLUMBING	161.73	161.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Totals:	47,858.31	202.17	0.00	0.00	0.00	47,656.14	0.00	0.00	0.00	0.00	0.00
TRANSIT/PUBLI		61,755.72	0.00	0.00	0.00	0.00	61,755.72	0.00	0.00	0.00	0.00	0.00
C SAFETY - 1310	PLUMBING	40.43	40.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DA VINCI	Totals:	61,796.15	40.43	0.00	0.00	0.00	61,755.72	0.00	0.00	0.00	0.00	0.00
TRASH		58,717.01	0.00	0.00	0.00	0.00	58,717.01	0.00	0.00	0.00	0.00	0.00
COMPACTORS -	Totals:	58,717.01	0.00	0.00	0.00	0.00	58,717.01	0.00	0.00	0.00	0.00	0.00
WARMING	HVAC	162.06	162.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SHELTER - 109	PLUMBING	495.34	296.66	198.68	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
W GRAY	Totals:	657.40	458.72	198.68	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WATER		76,364.11	0.00	0.00	0.00	0.00	76,364.11	0.00	0.00	0.00	0.00	0.00
RECLAMATION -	ELECTRICAL	40.43	40.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WASTEWATER -	PLUMBING	80.87	80.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3500 S JENKINS	Totals:	76,485.41	121.30	0.00	0.00	0.00	76,364.11	0.00	0.00	0.00	0.00	0.00
WATER	ELECTRICAL	422.12	283.03	139.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TREATMENT	PLUMBING	80.87	80.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PLANT - 3000 E	Totals:	502.99	363.90	139.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WESTWOOD		326,911.14	0.00	0.00	0.00	0.00	326,911.14	0.00	0.00	0.00	0.00	0.00
GOLF COURSE -	HVAC	81.09	81.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2400	PLUMBING	222.17	202.17	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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WESTPORT DR	Totals:	327,214.40	283.25	20.00	0.00	326,911.14	0.00	0.00
WESTWOOD		320,011.98	0.00	0.00	0.00	320,011.98	0.00	0.00
POOL - 1017	ELECTRICAL	242.60	242.60	0.00	0.00	0.00	0.00	0.00
FAIRWAY DR	GENERAL	280.87	80.87	200.00	0.00	0.00	0.00	0.00
	PLUMBING	43.25	40.43	2.82	0.00	0.00	0.00	0.00
	Totals:	320,578.71	363.90	202.82	0.00	320,011.98	0.00	0.00
WESTWOOD		79,295.96	0.00	0.00	0.00	79,295.96	0.00	0.00
TENNIS CENTER	PLUMBING	101.08	101.08	0.00	0.00	0.00	0.00	0.00
- 2420	Totals:	79,397.04	101.08	0.00	0.00	79,295.96	0.00	0.00
WHITTIER REC	GENERAL	229.40	229.40	0.00	0.00	0.00	0.00	0.00
CENTER - 2000	Totals:	229.40	229.40	0.00	0.00	0.00	0.00	0.00
YOUNG		1,064,034.14	0.00	0.00	0.00	1,064,034.14	0.00	0.00
FAMILY	ELECTRICAL	268.40	242.60	25.80	0.00	0.00	0.00	0.00
ATHLETIC	GENERAL	837.57	437.57	400.00	0.00	0.00	0.00	0.00
CENTER - 2201	HVAC	903.60	903.60	0.00	0.00	0.00	0.00	0.00
TRAE YOUNG	PLUMBING	1,526.97	862.73	664.24	0.00	0.00	0.00	0.00
DR	Totals:	1,067,570.67	2,446.50	1,090.04	0.00	1,064,034.14	0.00	0.00

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ACCESSIBILITY & CULTURE

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ACCESSIBILITY & CULTURE
DECEMBER 2025

Accessibility:

Complaints	Resolutions
<p>12/12/2025: Citizen concerned about the parking lot where UPS and Eye Mart are located off Main Street. Stated someone must drive to the back of the parking lot to access the ramp and is required to park on the side of the building and that the space does not meet the required 96 inches needed for a van-accessible ramp or lift. Also, at the Orthopedic & Sports Medicine clinic off of Robinson there are three accessible parking spaces located next to each other; however, none of them are designated as van accessible.</p>	<p>12/12/2025: The properties that the citizen mentioned are privately owned. Double checked with Code Compliance and the citizen would have to contact the property owner or manager directly. Parking Service Officers in the Police Department issue citations when they observe illegal parking in the spaces.</p>

Culture:

Employee Resource Groups (ERGs): LGBTQ+ Alliance's next meeting is to be determined. The Alliance of Black Employees (ABE) held the 5th Annal Kwanza Karamu on December 30, 2025.

Community Coat Drive from November 2nd to December 2nd. Drop off was at various Parks & Recreation facilities around the city. Collected and donated over 450 coats to Red Dirt Collective to distribute via Norman-Care A-Vans.

Committees:

Human Rights Commission (HRC) – No monthly meeting is held in December for HRC. In lieu of the next meeting, the Interfaith Breakfast will take place on Monday, January 19, 2025, at 9:00 a.m. The next meeting outside of the breakfast is scheduled for Monday, February 23, 2025, at City Hall.

ADA Citizen's Advisory Committee – The quarterly meeting took place on Monday, December 8, 2025. Updates on the Transit Program and FY25 and FY26 Concrete Projects were given. The Transit and Parking department applied for a grant to fund the Embark Well Program. It is anticipated that a Cleveland County Navigator position is in the works for 2026. The door at the Transit Center is a challenge currently being addressed. The Gray Street as construction is still underway on sections of the street and is moving along in a timely manner. The next quarterly meeting is scheduled for Monday, March 9, 2026, at City Hall.

Cleveland County disABILITY Coalition – The monthly meeting took place on Tuesday, December 2, 2025, at United Way. The purpose of the Cleveland County disABILITY Coalition is to increase awareness of all disabilities, to identify community needs and to develop solutions to those needs. Updates from the ADA Committee and Transportation were given. The scheduled speaker was unable to attend. In place of a speaker, there was a discussion about the history of the coalition that began in 2012. A summary of past projects has been compiled and a copy was requested. It was suggested we endorse a respectful language document

Upcoming Day or Events:

- March 23rd is Developmental Disability Awareness Day
- March 27th is Joining Forces

The next meeting is scheduled for Tuesday, January 6, 2025, at United Way.

PLANNING AND COMMUNITY DEVELOPMENT 10



Monthly Permit Activity-December 2025

Group	Category	2025		2024	
		Permits	Valuation	Permits	Valuation
RESIDENTIAL	Multi-Family, Addition / Alteration			7	\$ 584,752.00
	Multi-Family, Demolition			1	\$ 13,000.00
	Multi-Family, Fire	7	\$584,859.00	5	\$ 50,978.21
	Multi-Family, Foundation Only			2	\$ 930,000.00
	Multi-Family, New Multi-Unit Residential	10	\$28,358,198.00	2	\$ 3,100,000.00
	Multi-Family, Repair	3	\$230,000.00	3	\$ 800,792.00
	Residential, Accessory Dwelling Unit	12	\$1,245,400.00	8	\$ 686,000.00
	Residential, Accessory Structure	97	\$3,928,803.34	104	\$ 4,329,180.27
	Residential, Addition / Alteration	101	\$8,796,531.51	112	\$ 10,048,764.27
	Residential, Carport	20	\$133,341.00	35	\$ 238,739.36
	Residential, Demolition	26	\$20,000.00	38	\$ 135,500.00
	Residential, Fire	7	\$87,285.00	2	\$ 187,000.00
	Residential, Manufactured Home	17	\$2,462,971.63	8	\$ 818,078.00
	Residential, Manufactured Home Replacement	5	\$781,999.00		
	Residential, New Single Family Dwelling	320	\$121,540,519.50	426	\$ 163,733,278.82
	Residential, New Two Family (duplex)	2	\$1,228,000.00	2	\$ 1,170,000.00
	Residential, Pool	84	\$6,693,668.93	80	\$ 7,215,726.00
	Residential, Repair	11	\$672,308.09	15	\$ 1,249,221.00
	Residential, Solar	55	\$1,717,166.22	150	\$ 4,450,262.58
	Residential, Storm Shelter	296	\$1,831,866.00	282	\$ 1,197,965.00
Residential, Water Well	16		10		
Total	1,089	\$180,312,917.22	1,292	\$ 200,939,237.51	
NON-RESIDENTIAL	Commercial, Accessory Structure	2	\$16,010.00		
	Commercial, Addition / Alteration	95	\$39,244,891.42	120	\$ 53,841,076.00
	Commercial, Demolition	17	\$80,500.00	16	\$ 295,000.00
	Commercial, Fire	99	\$19,403,117.76	72	\$ 1,945,594.18
	Commercial, Foundation Only	3	\$2,664,597.00	4	\$ 3,650,000.00
	Commercial, New Commercial Building	44	\$95,234,570.90	32	\$ 60,980,677.00
	Commercial, Pool			1	\$ 250,000.00
	Commercial, RCF/RDCF	4		5	
	Commercial, Repair	4	\$518,835.40	15	\$ 8,918,929.00
	Commercial, Solar	4	\$1,096,544.00	4	\$ 777,603.00
	Commercial, Utilities WM	3			
	Total	275	\$158,259,066.48	269	\$ 130,658,879.18
OTHER ACTIVITY	# of New Dwelling Units	494		458	
	All Field Inspections	20,168		22,628	
	Certificate of Completion (CC)	3,342		3,188	
	Certificate of Occupancy (CO)	681		627	
	Demo # of Dwelling Units	21		37	
	Demolition			6	
	Electrical Permit	1,107		1,461	
	Fire			1	
	Garage Sale	781		843	
	Mechanical Permit	1,189		1,363	
	Paving (PRIVATE PROPERTY)	95	\$3,457,274.00	93	\$ 743,735.55
	Plumbing Permit	1,387		1,638	
	Public Works	266	\$12,361,415.08	175	\$ 3,366,959.51
	Sign	180	\$104,975.00	240	\$ 712,765.00
	Solar	1			
	Street Closure(Not Event)			2	
	Structure Moving	29	\$300,000.00	15	
	Temporary Structure	22		21	
Utilities WM	5				
Total	29,768	\$16,223,664.08	32,796	\$ 4,823,460.06	
Total	31,132	\$354,795,647.78	34,357	\$ 336,421,576.75	

December 2025 Non-Residential Permit Activity

Category	Permit	Date Issued	Address	Sq Ft	Zoning	Ward	Subdivision	Contractor	Tenant	Valuation
Commercial, Addition / Alteration	PRAD202505089	2025-12-04	4701 W MAIN ST	2750	C-2	3	HERITAGE PLACE II SEC 6	STUDIO TATUM LLC TATUM RYAN	ARROWPOINT WEALTH ADVISORS	\$ 55,000.00
	PRAD202505159	2025-12-29	2801 36TH AVE NW	3207	PUD	8	36TH NORTH BUSINESS PARK	WINDSTONE CONSTRUCTION	36 NORTH, LLC - PROSPECTIVE TENANT	\$ 215,500.00
	PRAD202505242	2025-12-15	2272 36TH AVE NW	36	C-1	3	BROOKHAVEN OFFICE PARK SECTION 1	ANDERSON RENOVATION	OKLAHOMA OTOLARYNGOLOGY	\$ 15,000.00
	PRAD202505342	2025-12-30	3501 24TH AVE NW	1700	PUD	8	UNIV NORTH PARK PROF CTR	RED SUN CONTRACTORS, LLC	EXECUTIVE SUITES	\$ 250,000.00
4										
Commercial, Demolition	PRDE202504532	2025-12-09	6665 INTERSTATE DR	N/A	I-2	8	NOT SUBDIVIDED	NATIVE WRECKING SERVICES	MINICK MATERIALS	N/A
	PRDE202505260	2025-12-18	1134 MCGEE DR	N/A	C-2	2	MCGEE STREET CANINE SPA SHORT FORM PLATT	MIDWEST WRECKING CO	MCGEE STREET CANINE SPA	N/A
2										
9										
Commercial, Fire	PRNR202500868	2025-12-10	2113 E IMHOFF RD	1754	SPUD	1	CRIMSON FLATS	GORMAN CONSTRUCTION COMPANY	CRIMSON FLATS COMMUNITY BUILDING	\$ 447,356.00
	PRNR202502733	2025-12-16	398 BRATCHER MINER RD	2000	A-2	7	CON PROPERTY	NORMAN UTILITIES AUTHORITY-PETER	SCALE HOUSE CITY OF NORMAN COMPOST	\$ 1,119,406.00
	PRNR202503746	2025-12-01	4701 N PORTER AVE	4000	A-2	6	NOT SUBDIVIDED	JACKSON, AUSTIN	SCHOOL AT FREEDOIM FARMS	\$ 7,500.00
	PRNR202504607	2025-12-05	2212 36TH AVE NW	4895	C-1	3	BROOKHAVEN OFFICE PARK SEC 1	STONEWALL HOMES, LLC	LEARNING AND BEHAVIOR SOLUTIONS	\$ 1,275,000.00
4										
Commercial, New Commercial Building	PRDB202505257	2025-12-26	115 W MAIN ST	N/A	CCFB	4	NORMAN, O T	TOM GIBSON/FOX RUN PROPERTY LLC	PRIME PORTOLIO PARTNERS INC	\$ 85,000.00
1										
20										
Total										\$ 5,254,837.00

 December 2025 Non-Residential Permit Activity		
Category	Count	Valuation
Commercial, Addition / Alteration	4	\$ 535,500.00
Commercial, Demolition	2	N/A
Commercial, Fire	9	\$ 1,785,075.00
Commercial, New Commercial Building	4	\$ 2,849,262.00
Commercial, Repair	1	\$ 85,000.00
Total	20	\$ 5,254,837.00



December 2025 Residential Permit Activity

Category	Permit	Date Issued	Address	Sq Ft	Zoning	Ward	Subdivision	Contractor	Valuation	
Multi-Family, Fire	PRF202503366	2025-12-23	217 E BOYD ST	20783	CCFB	4	STATE UNIVERSITY ADD	JIM KANSKE	\$ 115,000.00	
	1									
	Multi-Family, New Multi-Unit Residential	PRMU202500860	2025-12-10	2105 E IMHOFF RD	35652	SPUD	1	CRIMSON FLATS	GORMAN CONSTRUCTION	\$ 4,675,000.00
		PRMU202500862	2025-12-10	2107 E IMHOFF RD	4401	SPUD	1	CRIMSON FLATS	GORMAN CONSTRUCTION	\$ 314,800.00
		PRMU202500863	2025-12-10	2109 E IMHOFF RD	4178	SPUD	1	CRIMSON FLATS	GORMAN CONSTRUCTION	\$ 419,734.00
		PRMU202500864	2025-12-10	2111 E IMHOFF RD	3821	SPUD	1	CRIMSON FLATS	GORMAN CONSTRUCTION	\$ 419,734.00
		PRMU202500865	2025-12-10	2129 E IMHOFF RD	11500	SPUD	1	CRIMSON FLATS	GORMAN CONSTRUCTION	\$ 1,323,732.00
		PRMU202500866	2025-12-10	2125 E IMHOFF RD	11500	SPUD	1	CRIMSON FLATS	GORMAN CONSTRUCTION	\$ 1,323,732.00
		PRMU202500867	2025-12-10	2121 E IMHOFF RD	11500	SPUD	1	CRIMSON FLATS	GORMAN CONSTRUCTION	\$ 1,323,732.00
		7								
Residential, Accessory Dwelling Unit		PRADU202504371	2025-12-22	924 HARDIN DR	648	R-1	4	VALLEY VIEW ADD - REPLAT	FORM GENERAL CONTRACTING LLC	\$ 90,200.00
	PRADU202505204	2025-12-29	1711 S PICKARD AVE	648	R-1	4	VALLEY VIEW ADD - REPLAT	FORM GENERAL CONTRACTING LLC	\$ 90,200.00	
2										
Residential, Accessory Structure	PRAB202500957	2025-12-08	4500 CRITTENDEN DR	420	PUD	8	ASHTON GROVE ADD SEC 2	FARRIS, RYAN & BROOKE	\$ 12,000.00	
	PRAB202504177	2025-12-03	15151 E FRANKLIN RD	1200	A-2	5	NOT SUBDIVIDED	LILLEY SIGNATURE HOMES	\$ 30,000.00	
	PRAB202504684	2025-12-03	3929 PIONEER ST NW	3100	R-1	3	MARALATT	12 POINT CONSTRUCTION & RESTORATION	\$ 100,000.00	
	PRAB202504724	2025-12-22	4512 BELLINGHAM LN	275	R-1	8	CARRINGTON PLACE ADD SEC 14	SPARTAN POOLS & PATIO	\$ 40,400.00	
	PRAB202505049	2025-12-09	315 CASTRO ST	500	R-1	4	CLASSEN-MILLER ADD	STACY PATTILLO	\$ 50,000.00	
	PRAB202505053	2025-12-04	6900 E LINDSEY ST	4200	A-2	5	NOT SUBDIVIDED	JAMIE JENNINGS	\$ 65,000.00	
	PRAB202505121	2025-12-03	2101 BLUE CREEK PKWY	600	RE	5	BLUE CREEK ADD	JOSHUA MADDEN	\$ 25,000.00	
	PRAB202505164	2025-12-19	9601 133RD PL NE	184	A-2	5	DEER CREEK ESTATES	IVAN KENNEDY	\$ 2,200.00	
	PRAB202505303	2025-12-29	3225 84TH AVE SE	3240	A-2	5	NOT SUBDIVIDED	BIL, LLC	\$ 100,000.00	
	9									
									\$ 424,600	

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December 2025 Residential Permit Activity

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Residential, Addition / Alteration	PRAD202504697	2025-12-01	2011 TRAILPINE CT	283	R-1	2	TRAILS ADD	THE PROVIDENCE COMPANY- RAYSON SWIFTCO DEVELOPMENT	\$ 88,493.00
	PRAD202504923	2025-12-12	1038 W BOYD ST	966	R-1	4	HETHERINGTON HEIGHTS	SWIFTCO DEVELOPMENT	\$ 100,000.00
	PRAD202505072	2025-12-30	4405 PENNINGTON CT	789	R-1	8	CARRINGTON PLACE ADDITION	J. HOWELL CONSTRUCTION, INC	\$ 90,000.00
	PRAD202505142	2025-12-08	2709 MEADOWBROOK DR	264	R-1	4	BROAD ACRES SEC 1	SHERIDAN HOMES LLC	\$ 282,500.00
	PRAD202505382	2025-12-26	750 IOWA ST	576	R-1	4	PARK ADD REPLAT	ROBERT NEWDOLL	\$ 17,000.00
	5								\$ 577,993.00
Residential, Carport	PRCP202505289	2025-12-11	1219 W BROOKS ST	240	R-1	2	HETHERINGTON HEIGHTS 2ND ADD	POWER ROOFING & CONSTRUCTION	\$ 5,000.00
	1								\$ 5,000.00
Residential, Demolition	PRDE202505319	2025-12-18	1721 S PICKARD AVE		R-1	4	WETZLER ADD AMENDED PLAT	MIDWEST WRECKING CO	N/A
	1								N/A
Residential, Manufactured Home	PRMF202504962	2025-12-05	3605 E FRANKLIN RD	1700	A-2	5	MAPPES ESTATES COS	CALLIE HUNTER C AND S TRUCKING	\$ 16,400.00
	PRMF202505354	2025-12-23	1515 142ND AVE SE	2432	RE	5	NOT SUBDIVIDED	MACKINZEE LINGER	\$ 250,000.00
	2								\$ 266,400.00
Residential, Manufactured Home Replacement	PRMF202505039	2025-12-02	5601 98TH AVE NE	2500	A-2	5	NOT SUBDIVIDED	ERIN STEVENS	\$ 189,000.00
	PRMF202505450	2025-12-30	6110 ALAMEDA ST	1493	A-2	5	NOT SUBDIVIDED	ELIZABETH ZURCHER	\$ 113,000.00
2								\$ 302,000.00	
Residential, New Single Family Dwelling	PRSF202503877	2025-12-01	1228 N PETERS AVE	1255	R-2	4	HIGHLAND ADDITION	RUSSELL WADE HOMES LLC	\$ 145,740.00
	PRSF202504064	2025-12-22	924 HARDIN DR	3670	R-1	4	VALLEY VIEW ADD - REPLAT	FORM GENERAL CONTRACTING LLC	\$ 600,000.00
	PRSF202504065	2025-12-29	1711 S PICKARD AVE	3670	R-1	4	VALLEY VIEW ADD - REPLAT	FORM GENERAL CONTRACTING LLC	\$ 500,000.00
	PRSF202504242	2025-12-03	109 W JOHNSON ST	1080	R-2	4	HIGHLAND ADDITION	ABLE INVESTMENTS LLC	\$ 112,420.00
	PRSF202504710	2025-12-15	932 VARENNNA CT	1523	R-1	1	VARENNNA LANDING ADD SEC 2	FOC	\$ 169,820.00
	PRSF202504714	2025-12-15	928 VARENNNA CT	1523	R-1	1	VARENNNA LANDING ADD SEC 2	FOC	\$ 169,820.00
	PRSF202504715	2025-12-15	2724 VARENNNA CT	1665	R-1	1	VARENNNA LANDING ADD SEC 2	FOC	\$ 180,000.00
	PRSF202504716	2025-12-15	2720 VARENNNA CT	1613	R-1	1	VARENNNA LANDING ADD SEC 2	FOC	\$ 192,450.00

December 2025 Residential Permit Activity

PRSF202504867	2025-12-30	3060 HUMMINGBIRD CT	4072	PUD	6	FROST CREEK	ROSE SNOOK OR TOM POLLARD	\$	600,000.00
PRSF202504883	2025-12-08	5455 HIDEAWAY HOLLOW RD	5872	A-2	5	NOT SUBDIVIDED	THE PROVIDENCE COMPANY-RAYSON	\$	594,721.00
PRSF202504961	2025-12-02	4002 EUREKA DR	2106	PUD	8	FLINT HILLS ADDITION SECTION 2	IDEAL HOMES OF NORMAN, LP	\$	194,040.00
PRSF202504975	2025-12-02	4006 EUREKA DR	2119	PUD	8	FLINT HILLS ADDITION SECTION 2	IDEAL HOMES OF NORMAN, LP	\$	208,320.00
PRSF202505017	2025-12-01	3312 CHARDONNAY LN	2515	PUD	6	CHARDONNAY AT THE VINEYARD 1	DP GAMBLE HOMES, INC.	\$	380,000.00
PRSF202505059	2025-12-01	3813 ATTICUS AVE	3085	R-1	7	CEDAR LANE SEC III	HALOKA HOMES, LLC.	\$	382,000.00
PRSF202505106	2025-12-04	2100 OAKVILLE PL	2221	R-1	5	SUMMIT VALLEY ADD SEC 2	DP GAMBLE HOMES, INC.	\$	256,320.00
PRSF202505107	2025-12-04	2000 WOOD VALLEY CT	2221	R-1	5	SUMMIT VALLEY ADD SEC 2	DP GAMBLE HOMES, INC.	\$	256,320.00
PRSF202505115	2025-12-11	412 EGRET LN	2936	R-1	6	SUTTON PLACE 5	SHERIDAN HOMES LLC	\$	330,000.00
PRSF202505117	2025-12-05	4003 ALTA VISTA DR	2283	PUD	8	FLINT HILLS ADDITION SECTION 2	IDEAL HOMES OF NORMAN, LP	\$	222,740.00
PRSF202505119	2025-12-18	8308 DRIFTWOOD CIR	3296	RE	5	NORMANDY ESTATES	DP GAMBLE HOMES, INC	\$	350,000.00
PRSF202505182	2025-12-12	2809 DUNHAM DR	2512	R-1	1	SUMMIT LAKES ADD SEC 12	APPLE CONSTRUCTION, LLC	\$	262,800.00
PRSF202505183	2025-12-12	2708 DUNHAM DR	2363	R-1	1	SUMMIT LAKES ADD SEC. 12	APPLE CONSTRUCTION, LLC	\$	252,800.00
PRSF202505185	2025-12-12	1807 HOLLOW CREST CT	2699	R-1	5	SUMMIT VALLEY ADD SEC 3	APPLE CONSTRUCTION, LLC	\$	272,800.00
PRSF202505186	2025-12-12	1810 INGLENOOK DR	2512	R-1	5	SUMMIT VALLEY ADD SEC 3	APPLE CONSTRUCTION, LLC	\$	262,800.00
PRSF202505201	2025-12-04	3707 HARDY DR	2762	PUD	8	SPRINGS AT FLINT HILLS SEC 1	LANDMARK FINE HOMES, LP	\$	360,000.00
PRSF202505237	2025-12-10	10920 WILDFLOWER LN	4718	A-2	5	BLACKBERRY RIDGE	LT SIGNATURE HOMES LLC	\$	460,000.00
PRSF202505283	2025-12-11	519 23RD AVE NE	2638	R-1	6	ALAMEDA PARK ADD SEC 3	SHERIDAN HOMES LLC	\$	367,000.00
PRSF202505300	2025-12-15	408 BASIN WAY	3965	PUD	6	PINE CREEK ADD	LANDMARK FINE HOMES, LP	\$	550,000.00
PRSF202505308	2025-12-12	1503 EUREKA ST	2786	PUD	8	FLINT HILLS ADDITION SECTION 2	IDEAL HOMES OF NORMAN, LP	\$	299,040.00
PRSF202505310	2025-12-15	1405 EUREKA PL	2786	PUD	8	FLINT HILLS ADDITION SECTION 2	IDEAL HOMES OF NORMAN, LP	\$	299,040.00
PRSF202505316	2025-12-22	3225 COVE HOLLOW CT	3300	R-1	8	CROSSROADS WEST 5	RIVERSTONE HOMES	\$	395,000.00
PRSF202505331	2025-12-15	509 RAPIDS WAY	3898	PUD	6	PINE CREEK ADD	LANDMARK FINE HOMES, LP	\$	550,000.00
PRSF202505333	2025-12-15	3704 BEDROCK DR	2695	PUD	8	SPRINGS AT FLINT HILLS SEC 1	LANDMARK FINE HOMES, LP	\$	360,000.00

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December 2025 Residential Permit Activity

PRSF202505341	2025-12-22	3910 EUREKA DR	2112	PUD	8	FLINT HILLS ADDITION SECTION 2	IDEAL HOMES OF NORMAN, LP	\$ 236,360.00
PRSF202505344	2025-12-22	3918 EUREKA DR	1753	PUD	8	FLINT HILLS ADDITION SEC 2	IDEAL HOMES OF NORMAN, LP	\$ 162,120.00
PRSF202505347	2025-12-29	3810 MUJIR FOREST WAY	3688	PUD	6	RED CANYON RANCH SEC. 8	IDEAL HOMES OF NORMAN, LP	\$ 490,000.00
PRSF202505420	2025-12-29	3917 EUREKA DR	2829	PUD	8	FLINT HILLS ADDITION SECTION 2	IDEAL HOMES OF NORMAN, LP	\$ 384,480.00
PRSF202505421	2025-12-29	3808 CASSIDY DR	1947	PUD	8	FLINT HILLS ADDITION SECTION 2	IDEAL HOMES OF NORMAN, LP	\$ 180,880.00
PRSF202505467	2025-12-30	3701 BEDROCK DR	2925	PUD	8	SPRINGS AT FLINT HILLS SEC 1	LANDMARK FINE HOMES, LP	\$ 360,000.00
38								\$ 12,349,831.00
PRPO202500958	2025-12-16	4500 CRITTENDEN DR	1188	PUD	8	ASHTON GROVE ADD SEC 2	RYAN FARRIS	\$ 42,000.00
PRPO202505141	2025-12-05	3030 108TH AVE NE	370	A-2	5	FAIOF 2	ROCK CREEK POOLS LLC	\$ 70,000.00
PRPO202505215	2025-12-10	406 SEQUOYAH TRL	630	R-1	6	WOODCREST ESTATES 3	LONGEVITY POOLS	\$ 70,000.00
PRPO202505244	2025-12-08	1806 LOGANS WAY	832	R-1	7	CEDAR LANE SEC II	AMERICA'S SWIMMING POOL COMPLYNY OF	\$ 60,000.00
PRPO202505395	2025-12-23	9908 144TH AVE NE	1810	A-2	5	PRIDE 034	ADVANCED SPRINKLER & LANDSCAPE INC AND ASL	\$ 115,000.00
5								\$ 357,000.00
PRDB202505272	2025-12-29	4223 HACKNEY WICK RD	N/A	R-1	8	CARRINGTON PLACE ADD SEC 12	SKYLINE HOMES OK, LLC	\$ 80,000.00
1								\$ 80,000.00
PRSO202505120	2025-12-05	1408 WINDING RIDGE RD		R-1	3	BROOKHAVEN 15TH	DELTA ENERGY SOLAR	\$ 45,000.00
PRSO202505397	2025-12-17	11712 LAGO VISTA RD		A-2	5	LAGO VISTA	SUNTRIA	\$ 73,920.00
PRSO202505424	2025-12-18	1727 NORTHCREST DR		R-1	6	HIGH MEADOWS ADD 4	CLEAN RESIDENTIAL ENERGY	\$ 23,000.00
PRSO202505462	2025-12-23	1204 NEWBURY DR		R-1	6	PARK PLACE ADD	TRIBE SOLAR AND ELECTRIC LLC	\$ 13,760.00
4								\$ 155,680.00
PRSS202504754	2025-12-05	3116 MEADOW AVE		R-1	2	SMOKING OAKS SOUTH 2	JAMES WADE	\$ 5,000.00
PRSS202505156	2025-12-01	2824 DALEWOOD PL		R-1	5	EAST RIDGE ADD 3	JULIA REID	\$ 3,900.00
PRSS202505209	2025-12-01	4114 CARAWAY LN		R-1	5	BELLATONA ADD SEC 4	ARLEEN COOL	\$ 3,400.00
PRSS202505213	2025-12-08	1255 KINGSTON RD		R-1	6	KINGSTON HILLS SEC 1	OZ SAFEROOMS	\$ 12,500.00

Item 4.

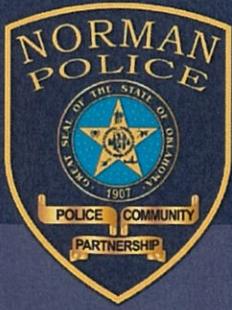


December 2025 Residential Permit Activity

Permit Number	Issue Date	Address	Zone	Units	Greenleaf Trails Add Sec 12	Other Additions	Value
PRSS202505230	2025-12-02	3001 RED CEDAR WAY	PUD	8	GREENLEAF TRAILS ADD SEC 12	IDEAL HOMES OF NORMAN, LP	\$ 3,000.00
PRSS202505294	2025-12-08	2223 WOLFORD WAY	PUD	1	THE VILLAGES	GIBSON DIERICK	\$ 3,000.00
PRSS202505309	2025-12-09	2808 SUMMIT HOLLOW CIR	R-1	1	SUMMIT LAKES ADD SEC 12	GROUND ZERO SHELTERS	\$ 3,095.00
PRSS202505325	2025-12-10	1302 BROOKDALE DR	R-1	3	BROOKHAVEN 7TH	GROUND ZERO SHELTERS	\$ 3,995.00
PRSS202505379	2025-12-16	4709 PINON CT	R-1	3	ROCK CREEK POLO CLUB 3	GROUND ZERO SHELTERS	\$ 4,395.00
PRSS202505446	2025-12-22	901 BLUE FISH RD	PUD	8	TRAILWOODS ADD SEC 7	JESSE WRIGHT	\$ 3,000.00
PRSS202505468	2025-12-26	3701 BEDROCK DR	PUD	8	SPRINGS AT FLINT HILLS SEC 1	LANDMARK FINE HOMES, LP	\$ 4,000.00
PRSS202505523	2025-12-31	512 LALEH CT	R-1	7	EAGLE CLIFF SOUTH SEC. 5	STORM SAFE SHELTERS	\$ 3,999.00
12							\$ 53,284.00
PRWL202505323	2025-12-22	6201 144TH AVE NE	A-2	5	STELLA HILLS ESTATES (COS)	DENNIS ALLEN WATER WELL DRILLING &	N/A
PRWL202505422	2025-12-23	4500 CRITTENDEN DR	PUD	8	ASHTON GROVE ADD SEC 2	MONICA SCHAT	N/A
2							N/A
92							\$ 24,667,652.00
Total							

December 2025 Residential Permit Activity			
Category	Permits	Valuation	
Multi-Family, Fire	1	\$	115,000.00
Multi-Family, New Multi-Unit Residential	7	\$	9,800,464.00
Residential, Accessory Dwelling Unit	2	\$	180,400.00
Residential, Accessory Structure	9	\$	424,600.00
Residential, Addition / Alteration	5	\$	577,993.00
Residential, Carport	1	\$	5,000.00
Residential, Demolition	1		N/A
Residential, Manufactured Home	2	\$	266,400.00
Residential, Manufactured Home Replacement	2	\$	302,000.00
Residential, New Single Family Dwelling	38	\$	12,349,831.00
Residential, Pool	5	\$	357,000.00
Residential, Repair	1	\$	80,000.00
Residential, Solar	4	\$	155,680.00
Residential, Storm Shelter	12	\$	53,284.00
Residential, Water Well	2		N/A
Total	92	\$	24,667,652.00

POLICE 11



NORMAN POLICE DEPARTMENT

MONTHLY DEPARTMENT OVERVIEW

Item 4.



DECEMBER | 2025

MONTHLY ACTIVITY OVERVIEW

SUMMARY OF REPORTED OFFENSES	2025	5-YEAR AVERAGE	2024
MURDER	0	0	0
SEXUAL ASSAULTS	17	15	13
ROBBERY	0	2	2
AGGRAVATED ASSAULTS	17	23	17
BURGLARY OF BUILDING	25	36	38
LARCENY/THEFT	178	210	203
MOTOR VEHICLE THEFT	22	29	20
ARSON	0	0	0
KIDNAPPING	2	1	1
FRAUD/FORGERY	57	71	57
DUI/APC	34	27	22
PUBLIC INTOXICATION	30	42	33
RUNAWAYS	21	32	59
DRUG VIOLATIONS	66	50	78
THREATS/HARASSMENT	29	36	30
VANDALISM	52	75	68
OTHER	487	574	600
TOTAL REPORTED OFFENSES	1,037	1,223	1,241
TOTAL ARRESTS:	587	639	674
PROTECTIVE CUSTODY:	29	76	48
TOTAL CASE REPORTS*	826	977	957
COLLISIONS	173	187	171
FATALITY	0	1	1
INJURY	25	24	18
NON-INJURY	148	162	152
NUMBER OF PEOPLE INJURED	28	32	24
CITATIONS & WARNINGS	2,536	2,217	3,411
TRAFFIC CITATIONS	722	528	884
TRAFFIC WARNINGS	1,345	1,225	2,099
PARKING CITATIONS & WARNINGS	469	463	428

COMMUNICATIONS CENTER ACTIVITY OVERVIEW

911 CALLS TAKEN: 5,057
 NON-EMERGENCY CALLS TAKEN: 13,669
TOTAL INCOMING CALLS: 18,726
TOTAL CALLS FOR SERVICE GENERATED: 10,522

POLICE CALLS FOR SERVICE: 6,775
 OFFICER INITIATED: 2,427
 CITIZEN INITIATED: 4,349

OTHER CAD ACTIVITY:
 NORMAN FIRE: 1,730
 EMSSTAT: 2,017

Officer Initiated Calls for Service
2,427



Citizen Initiated Calls for Service
4,349

INVESTIGATIONS ACTIVITY

CASES OPEN DURING REPORTING PERIOD: 151

CASES ASSIGNED DURING THE CURRENT REPORTING PERIOD: 57

CASES CLOSED DURING REPORTING PERIOD: 432

CLEARED BY ARREST / WARRANT: 12

CLEARED BY EXCEPTION: 13

COP FOLLOW-UP: 22

DEACTIVATED: 284

DEACTIVATED DUE TO STAFFING: 31

MISSING PERSONS RECOVERED: 10

REFERRED INTERNALLY: 35

UNFOUNDED: 25

ANIMAL WELFARE

INTAKES: 183

LIVE RELEASES: 216

LIVE OUTCOME RATE: 95%

ANIMALS FOSTERED: 74

VOLUNTEER HOURS: 314

RECORDS

CUSTOMER SERVICE CONTACTS: 2,163

IN-PERSON CONTACTS: 752

PHONE CONTACTS: 726

EMAIL CONTACTS: 685

DEPARTMENT STAFFING

AUTHORIZED COMMISSIONED: 184

ACTUAL EMPLOYED: 176

AVAILABLE FOR ASSIGNMENT: 161**

AUTHORIZED PROFESSIONAL STAFF: 76

ACTUAL PROFESSIONAL STAFF: 74

AVAILABLE FOR ASSIGNMENT: 71**

*This number is less than reported crime due to multiple offenses occurring or being reported as part of one case report.

**This number reflects personnel available for assignment. This does not include individuals on non-discretionary leave, in the police academy, or in field training.

ANIMAL CONTROL 11A

Norman Animal Welfare Monthly Statistical Report December 2025



IN SHELTER ANIMAL COUNTS

	2024			2025			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Beginning	62	56	118	60	62	122	4	3%
Ending	88	42	130	60	43	103	(27)	-21%

ANIMAL INTAKES

	2024			2025			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Stray at Large	110	45	155	90	38	128	(27)	-17%
Owner Relinquish	27	41	68	16	19	35	(33)	-49%
Owner Intended Euth	2	1	3	3	1	4	1	33%
Transfer In	0	0	0	0	0	0	0	#DIV/0!
Other Intakes*	3	0	3	2	4	6	3	100%
Returned Animal	10	3	13	9	1	10	(3)	-23%
TOTAL LIVE INTAKES	152	90	242	120	63	183	(59)	-24%

*Confiscate, Protective Custody, Born in Shelter, and all other infrequent entries

OTHER STATISTICS

	2024		2025		Comparisons	
	Total	Total	Total	Total	Difference	Percent
Wildlife Collected (DOA)	0	0	0	0	0	#DIV/0!
Dog Collected (DOA)	2	2	1	1	(1)	-50%
Cat Collected (DOA)	4	4	3	3	(1)	-25%
Wildlife Transferred	0	0	0	0	0	#DIV/0!
Intake Horses	0	0	0	0	0	#DIV/0!
Intake Cows	0	0	0	0	0	#DIV/0!
Intake Goats	0	0	0	0	0	#DIV/0!
Intake Sheep	0	0	0	0	0	#DIV/0!
Intake Rabbits	1	1	0	0	(1)	-100%
Intake Pigs	0	0	0	0	0	#DIV/0!
Intake Other	3	3	0	0	(3)	-100%
TOTAL OTHER ITEMS	10	10	4	4	(6)	-60%

LENGTH OF STAY (DAYS)

	2024	2025
Dog	16.6	16
Cat	15.5	24

OWNER SURRENDER PENDING INTAKE

	Canine	Feline	Other	Total
Animals	56	52	3	111

Norman Animal Welfare Monthly Statistical Report December 2025



LIVE ANIMAL OUTCOMES

	2024			2025			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Adoption	83	81	164	66	83	149	(15)	-9%
Return To Owner	26	2	28	39	9	48	20	71%
Transferred Out	6	0	6	7	0	7	1	17%
Returned to Field	0	12	12	0	6	6	(6)	-50%
Returned to Owner in Field	2	0	2	6	0	6		
TOTAL LIVE OUTCOMES	117	95	212	118	98	216	4	2%

OTHER ANIMAL OUTCOMES

	2024			2025			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Died in Care	0	4	4	0	1	1	(3)	-75%
Lost in Care	0	0	0	0	0	0	0	#DIV/0!
Shelter Euth	10	4	14	6	3	9	(5)	-36%
Owner Intended Euth	1	0	1	3	1	4	3	300%
TOTAL OTHER OUTCOMES	11	8	19	9	5	14	(5)	-26%

TOTAL OUTCOMES

	2024			2025			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Total Live Outcomes	117	95	212	118	98	216	4	2%
Total Other Outcomes	11	8	19	9	5	14	(5)	-26%
TOTAL OUTCOMES	128	103	231	127	103	230	(1)	0%

SHELTER EUTHANASIA DATA

	Canine	Feline	Other	Total	Percentage
	Medical - Sick	3	2	0	5
Medical - Injured	1	1	0	2	22%
Behavior - Aggressive	2	0	0	2	22%
Behavior - Other	0	0	0	0	0%
TOTAL EUTHANASIA	6	3	0	9	

MONTHLY LIVE RELEASE RATE

2024	2025
92.2%	95.6%

Live Outcomes / (Total Outcomes - Owner Int Euth)

PUBLIC WORKS 12

DEPARTMENT OF PUBLIC WORKS
MONTHLY PROGRESS REPORT
CITY OF NORMAN, OKLAHOMA
December 2025

ENGINEERING DIVISION

DEVELOPMENT

The Development Manager processed one (1) Norman Rural Certificate of Survey and one (1) preliminary plat for Planning Commission and two (2) Final Plats for the Development Committee. The Development Engineer reviewed eight (8) sets of construction plans and four (4) punch list items. There were 126 permits reviewed and/or issued. Fees were collected in the amount of \$4,289.91.

CAPITAL PROJECTS:

Gray Street Two-Way Conversion – University Boulevard to Porter Avenue:

On April 2, 2019, the citizens of Norman voted in favor of a Bond Issue to finance the local share of 19 transportation improvement projects. The Gray Street Two-Way 2019 Bond Project consists of the conversion of Gray Street from a one-way street to a two-way street between University Avenue and Porter Avenue, and the installation of streetscape elements along Gray Street. The intersection with James Garner Avenue will be entirely reconstructed to accommodate the future James Garner Phase 3 2019 Bond Project. In addition to the roadway and streetscape work, improvements are required to the railroad crossing just east of James Garner Avenue. The total construction cost for the project is approximately \$7.5 million. Of that, approximately \$4.9 million will be paid by federal grants. The remaining \$2.6 million will be paid for through the City of Norman 2019 Bond Program.

The Oklahoma Department of Transportation (ODOT) conducted a bid opening on March 21, 2024, for the Gray Street Two-Way 2019 Bond Project. The low bidder was Ellsworth Construction, LLC of Oklahoma City, Oklahoma. ODOT awarded the project on April 1, 2024. Construction started on Monday, August 5, 2024, and there are 360 calendar days in the project. An additional 35 days have been added with additional days expected due to multiple delays to progress. The roadway construction and conversion to two-way is currently projected to be completed in February 2026 with the final landscaping to be completed in the spring of 2026 during the planting season. In the meantime, staff continue to look for ways to accelerate the construction schedule while keeping the disturbance to surrounding businesses to a minimum. The Oklahoma Department of Transportation is administering the construction of this project, with the assistance of WSB.

Proposed improvements include:

- New sidewalks, landscaping, and pedestrian safety improvements
- Conversion to reverse angle parking for on-street spaces
- New decorative roadway lighting
- Decorative paving elements
- New curb and gutter
- Modified decorative traffic signals
- Revised signing and striping for two-way operation
- Reconstruction of the James Garner Avenue intersection
- New gates and controls for two-way operation of the railroad crossing

As of the last pay application on 12/15/25, 57.83% of the total contract amount has been expended. Through 12/15/25, 99.24% of the contract time expired.

The contractor's activities this month were as follows:

- *Completed parking paving, curb and gutter, driveways, and sidewalks between Santa Fe Avenue and University Avenue*
- Continued construction of new/relocated traffic signals and equipment between Santa Fe Avenue and University Avenue
- Continued construction of irrigation lines on the south side of Gray Street
- Continued reconstruction of damaged irrigation on north side of Gray Street
- Began coordination with BNSF for construction within the railroad right of way
- Removal and reconstruction of the Gray Street and James Garner Avenue intersection to begin in January, along with improvements within the railroad right of way

Monthly Progress Report
Public Works (December 2025)

Jenkins Avenue 2019 Bond Project:

On April 2, 2019, the citizens of Norman voted in favor of a Bond Issue to finance the local share of nineteen (19) transportation improvement projects. The Jenkins Avenue 2019 Bond Project consists of widening and reconstruction of Jenkins Avenue between Imhoff Road and Lindsey Street.

The total construction cost for the project is approximately \$15.52 million. Of that, approximately \$10.25 million will be paid by federal grants and the remaining \$5.27 million will come from the City of Norman 2019 Bond Program.

The Oklahoma Department of Transportation conducted a bid opening on October 10, 2024, for the Jenkins Avenue 2019 Bond Project. The low bidder was Silver Star Construction Company, Inc. of Moore, Oklahoma. ODOT awarded the project on November 4, 2024. Construction started on Monday, March 3, 2025. There are 540 calendar days in the project, which will likely require approximately 2 years to complete, taking into account weather days. The Oklahoma Department of Transportation is administering the construction of this project.

Proposed improvements include:

- New 4-lane roadway with raised median
- Realignment of Imhoff Road and Constitution Street with a new roundabout
- Realigned Timberdell Road intersection
- New 4-legged intersection at Stinson Street
- New decorative traffic signals at Timberdell Road and Stinson Street intersections
- New 10-foot multi-use trails and sidewalks
- Landscaping
- Pedestrian safety improvements
- Improved storm drainage pipeline system

Phase 2 construction is underway through January 2026, which includes the east half of Jenkins Avenue from Reaves Park Road to the north project limits near Lindsey Street. The contractor's activities this month on Phase 2 were as follows:

- Started installing curb and gutter between Timberdell Road and Reaves Park Road
- Started grading for 10-foot multiuse path and driveways on east side of road between Stinson Street and Timberdell Road
- Started paving concrete driveways on east side of road between Stinson Street and Timberdell

Saxon Industrial Park Phase III:

The City of Norman and Norman Economic Development Coalition (NEDC) have been collaborating since 2015 in support of an economic development project in Saxon Industrial Park that will make another 47.43 acres available for industrial development. This project is intended to capitalize on federal funds to expand the City infrastructure in this industrial area to allow for expansion of existing businesses and/or promote new businesses.

NEDC had a contract with SMC Consulting, P.C. (SMC) to develop a Preliminary Plat for approximately 47.43 acres of land generally located south of State Highway 9 and between Technology Place and Saxon Park. The contract for the design of this project was approved by Norman City Council on April 14th, 2020.

The City of Norman Streets Division will be constructing the project. The project began December 5, 2025, and is anticipated to be complete by Summer 2026.

Proposed improvements include:

- New asphalt roadway that connects Technology Place, John Saxon Boulevard and 36th Avenue SE together
- New storm sewer, sanitary sewer and water line installations

*Monthly Progress Report**Public Works (December 2025)*

During the month of December, the city contracted White Hawk Engineering to stake the project area. The Norman Streets Division then installed a construction entrance, cleared the site, located utilities, and built a berm along the south perimeter for stormwater control.

Sidewalk Programs:

12th Ave NE and W Brooks Street Sidewalk Project This project is 80% funded through an ACOG grant and is being facilitated by ODOT for construction. This project will include new and replacement sidewalks, ramps, and driveways along 12th Avenue NE from East Robinson Street to East Rock Creek Road and Brooks Street from Pickard Avenue to Wylie Road. Plans are complete and bids were advertised by ODOT. Parathon Construction was selected as the contractor for this project and construction began the first week of October with project oversight provided by Hudson Prince Engineering. During the months of December, the contractor has completed approximately 65% of sidewalk, ramp and driveways along 12th Avenue NE, with work along Brooks Street is planned to start in late January or early February 2026.

State Highway 9 Multi Use Path This project is 80% funded through an ACOG grant. This project will include the construction of a 10' wide Multi Use Path from 48th Ave SE to 72nd Ave SE along the north side of State Highway 9. Construction is anticipated to start in the spring of 2026. Oklahoma Department of Transportation conducted a bid opening on November 20th and after review awarded the contract to Ellsworth Construction Inc.

Street Maintenance Bond Programs:**FYE 2025 Street Maintenance Bond – Urban Reconstruction Projects**

The FYE 2025 urban road reconstruction project bids were opened on March 3, 2025. Seven bids were received and the contract was awarded on April 22, 2025, to Ellsworth Construction in the amount of \$940,547.29. The project consists of roadway reconstruction for the following locations: South Pickard Avenue from West Imhoff Road to 2719 South Pickard Avenue, Oakbrook Drive from Fairfield Drive to South Pickard Avenue, and North Base Avenue from West Main Street to Kansas Street. All three streets are located in established residential neighborhoods. The current roadways are constructed of concrete pavement. The concrete pavement is in poor condition, and the substructure has failed in several locations. The reconstruction project involves removal of the existing pavement and curb, stabilizing the subgrade, and placing new concrete panels. During the month of December, the contractor reached substantial completion of this project.

FYE 2025 & 2026 Street Maintenance Bond – Asphalt Pavement

The FYE 2025 & 2026 asphalt pavement project bids were opened on April 24, 2025. Six bids were received and the contract was awarded on May 27, 2025, to First Water Contracting, LLC, in the amount of \$1,794,115.75. The project consists of asphalt roadway mill and overlay operations on the following locations: Flood Avenue from Lindsey Street to Boyd Street, Peters Avenue from Frank Street to Robinson Street, Imhoff Road from Walnut Road to Berry Road, Peters Avenue from Frank Street to Robinson Street, Barkley Street from Lindsey Street to Brooks Street, Keith Street from Ponca Avenue to Classen Boulevard, Macy Street from Oklahoma Avenue to Classen Boulevard, Astor Drive from Tecumseh Road to Crail Drive, Crail Drive from 36th Ave NW to Astor Drive, Goddard Avenue from Flood Avenue to 2113 Goddard Avenue, 48th Avenue NE from Robinson Street to Alameda Street, Robinson Street from 48th Avenue NW to 60th Avenue NW, and Robinson Street from 60th Avenue NE to 84th Avenue NE. The project is anticipated to be completed by the end of January 2026. During the month of December, the contractor completed milling operations on Imhoff Road and began the concrete intersection replacement on Astor Drive and Dornoch Lane.

FYE 2026 Urban Concrete Pavement bid 1

The FYE 2026 Urban Concrete Pavement bid 1 bids were opened on August 21, 2025. Eight bids were received and the contract was awarded on October 14, 2025, to Arroyo's Concrete LLC, in the amount of \$1,043,546.00. The project consists of concrete pavement rehabilitation for the following locations: Wyckham Pl from Brookhaven Blvd. to Cul-de-Sac, Rosewood Dr from Dakota St to Crestmont St, Crestmont St from 24th Ave NW to Mercedes, Sundown Dr from Forest Dr to Iowa St, Foreman Ave from Holiday Dr to Main St, and

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Richmond Dr from Brooks St to Cul-de-Sac. The project is anticipated to be completed by June of 2026. The contractor is set to start mobilization to the jobsite in February of 2026.

FYE 2026 Urban Concrete Pavement bid 2

The FYE 2026 Urban Concrete Pavement bid 2 bids were opened on August 21, 2025. Eight bids were received and the contract was awarded on October 14, 2025, to Arroyo's Concrete LLC, in the amount of \$1,150,517.00. The project consists of concrete pavement rehabilitation for the following locations: 26th Ave NW Location from Hemphill Dr to N600 26th Ave N, Parkway Dr from Interstate Dr to 26th Ave NW, Hemphill Dr from 24th Ave NW to 26th Ave NW, Westwood Dr from Sundown Dr to Fairway Dr, Sundown Dr from Dakota St to Westwood Dr, Connelly Ln from Pickard Ave to Cul-De-Sac, Whispering Pines Dr from Pickard Ave to Whispering Pines Cir, Willow Ln from Pickard Ave to Fairfield Dr, and Houston Ave from Louise Ln to Lindsey St. The project is anticipated to be completed by June of 2026. During the month of December, the contractor removed and replaced concrete panels at Whispering Pines Dr.

FYE 2026 Urban Reconstruction Project

The FYE 2026 Urban Reconstruction Project bids were opened on October 2, 2025. Nine bids were received and the contract was awarded on November 25, 2025, to Ellsworth Construction OKC, LLC, in the amount of \$732,866.40. The project consists of concrete pavement removal, soil stabilization and concrete placement for the following locations: Danfield Ln, from Danfield Dr to Brookhaven Blvd, and N. Sherry Ave, from Main and Holiday St. The project is anticipated to be completed by June of 2026. During the month of December, the contractor mobilized to the jobsite and prepared N. Sherry Ave for construction.

Bridge Maintenance Bond**East Post Oak Road Bridge Replacement**

Bids were opened for the East Post Oak Road Bridge Replacement project on June 12, 2025. Six bids were received and on September 12, 2025, City Council approved Contract K-2526-33 with K&R Builders, Inc., in the amount of \$622,795.38 for the replacement of the East Post Oak Bridge of a tributary to Jim Blue Creek. On September 25, 2025, K&R Builders, Inc., mobilized to the bridge site. This project is scheduled for a duration of 120 days. During the month of December, the contractor completed the asphalt roadway tie-ins as well as the west bridge approach.

TRANSIT AND PARKING DIVISION**PUBLIC TRANSIT****Go Norman Transit Plan (City of Norman Transit Long Range Plan Update)**

The Go Norman Transit Plan was approved by resolution by Council on June 22, 2021. On December 13, 2022, Council approved a resolution to alter transit bus service as recommended in the Plan. The route changes were effective October 16, 2023, after many months of implementation work, including the remodel of 320 E. Comanche into the Norman Transit Center. Staff are continuing to move forward with the next steps as recommended in the plan. Recent work includes:

Fleet Maintenance & Vehicle Procurement (upgrades and standardization)

- o City Fleet Maintenance staff continue to ensure that the transit fleet is in operational condition each morning for line up.
 - Of the City's 27 revenue vehicles in the Transit Fleet, there are only 3 vehicles remaining which were received from the University and have surpassed their useful life and are eligible to be retired according to FTA standards, all of which are in fixed route service. Council accepted grant funding, appropriation of funds, and authorized the purchase of replacements for these vehicles on October 14, 2025. One additional unit in the paratransit fleet is also eligible to be retired and replaced. Grant funding is also available for this vehicle, but a future Council authorization to purchase is needed.
 - On July 28, 2025, a City paratransit cutaway bus, unit 5-2471, was staged on Tecumseh Dr. between service trips when it was struck in a head-on collision with another vehicle actively attempting to elude authorities. We have been advised that the other party/vehicle was not insured. Once the unit was released from police hold, City Fleet staff began assessing damage and seeking quotes for repair. Multiple vendors declined to provide a quote for repair instead flatly assessing the vehicle as 'totaled'. The frame of the vehicle sustained extensive damage requiring the entire chassis or cab structure to be replaced. The estimates that were obtained ranged from approximately \$50,000 to \$100,000 and included caveats that costs would likely increase as more

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damage was expected to be discovered in the course of any repair. Complicating matters, this unit was recently acquired using Federal Transit Administration grant funding and entered service just eight weeks prior, on June 2, 2025. Due to the casualty nature of the loss, as an FTA grant recipient we are required to either return an amount equal to the remaining federal interest in the unit or transfer that federal interest to the acquisition of a new replacement vehicle under the FTA's Like-Kind Exchange Policy. The unit was purchased from TESCO for \$181,450, of which \$135,255 represents the FTA's federal interest. The initial authorization for that purchase was provided by Council through Resolution R-2324-149 on June 11, 2024. A quote of \$201,205 has been received from TESCO for a like-kind replacement. Staff are preparing an item for Council consideration to move forward with replacing this unit.

- On February 15, 2024, the Association of Central Oklahoma Governments (ACOG) awarded The City of Norman \$1,078,880 in Public Fleet Conversion Grant Program funding which will require a local match of \$269,270 (which has been identified in the Public Transportation Fund) to install pantograph EV bus charging infrastructure at the Norman Transit Center. This overhead infrastructure will allow the City's battery electric buses to rapidly recharge while stopped at the Transit Center during operation thereby extending the time before these EV buses need to return to the Transit maintenance facility to fully recharge. The total cost of this project is estimated to be \$1,348,600. This equipment purchase was delayed while staff sought a procurement option that meets all of the requirements of the grant funding and federal and state statutes. On December 9, 2025, City Council approved a request for authorization to move forward with this project.

Service Expansion Priorities

Following implementation of the new route network in October 2023, and then increasing the frequency of service on Route 112 (West Lindsey) from 60 minutes to 30 minutes (*priority 2*), City Transit staff continue to review the next priorities recommended by the Go Norman Transit Plan:

- Priority 1: Sunday Service – Proposed Sunday service span and trip frequencies would match current Saturday service levels. Sunday transit service is currently being offered and evaluated as part of the Norman On-Demand microtransit pilot program.
- Priority 3: Increased Frequency on Route 110 – This service expansion upgrades the trip frequency of Route 110 (Main St/24th Ave NW) from 60 minutes to 30 minutes. Following direction from the Council Community Planning and Transportation Committee on October 23, staff are including cost estimates for implementation of this priority in the FY27 budget process.
- Priority 4: Implementation of New Route 113 – This service expansion would add a new route in Southeast Norman operating with a 30-minute frequency. The proposed route, as recommended in the plan, would operate along Classen Blvd, Constitution St, Oak Tree Ave, 12th Ave SE, Cedar Ln and then turnaround near Cedar Ln and Classen Blvd.

Microtransit Pilot Program with Via Transportation – Norman On-Demand

Funding for fiscal year ending 2026 was approved as a budget amendment, and Council approved contract amendments with Via Transportation and the University of Oklahoma on July 8, 2025, to extend the service through June 30, 2026. Staff are reviewing options to transition this from its current status as a pilot program with contract extensions into a standard ongoing agreement for fiscal year ending 2027. These options will be presented to Council and City leadership for consideration. More details regarding operations can be found in the attached monthly performance report for this service, named Norman On-Demand. An error from the November Norman On-Demand report is corrected as we compile the December report: Daylights Saving Time adjusted certain trip times to be an hour more than real estimates – thus the maximum rider wait time was not 105 minutes, but was 45 minutes in the month of November and 68.2 minutes in the fiscal year to date.

Transit Monthly Performance Reports

Attached are both the EMBARK Norman Performance Report and the Norman On-Demand Performance Report for November 2025.

PARKING

Norman Parking and Transit Authority

On December 9, 2025, City Council approved the creation of the Norman Parking and Transit Authority, a public trust having the City of Norman as its sole beneficiary. The Norman Parking and Transit Authority is governed similarly to most of the other trusts having the City of Norman as its sole beneficiary; that is, the Councilmembers serve as trustees of the trust, the City Manager serves as General Manager of the Trust, the City Clerk serves

*Monthly Progress Report**Public Works (December 2025)*

as Secretary to the Trust, and the City Finance Director serves as the Treasurer for the Trust. The Norman Parking and Transit Authority allows for the lawful obligation of parking and transit revenues beyond the current fiscal year thereby creating opportunities for long term capital investments such as issuing debt or investment in real property.

Parking Management Plan Approval

On December 9, 2025, City Council adopted the City of Norman Parking Management Plan with an effective date of January 1, 2026. This plan consolidates previous management documents and practices acting as a single reference document which: specifies public parking owned and managed by the City of Norman; details fees and rate structures for various areas and types of park; outlines various payment options available; and provides a brief overview of parking enforcement. The most notable changes include:

- Revision of the Asp Avenue Parking Lot metered parking rate to \$0.50 per hour, decreased from \$1.00 per hour.
- Revision of the Downtown/County Courthouse On-Street metered parking rate to \$0.50 per hour, increased from \$0.25 per hour.
- Revision of the East Gray Street Parking Lot metered parking rate to \$0.50 per hour, increased from \$0.25 per hour.
- Revision of the East Gray Street Parking Lot lease rate to \$600 annually, increased from \$450 annually.
 - The East Gray Street Parking Lot lease program includes 41 spaces/permits available, a term between January 1 and December 31 (aligned with the calendar year), and is effective for the parking lot's hours of operation (8am-6pm Monday-Friday).
- Implementation of leased parking in the Asp Avenue Parking Lot at a rate of \$800 annually.
 - The new Asp Avenue Parking Lot lease program includes 21 spaces/permits available, a term between July 1 and June 30 (aligned with the City's fiscal year and University school year), and be effective for the parking lot's hours of operation (8am-9pm Monday-Saturday).
- Revised instruction for using digital and app-based payment methods.

STREET DIVISION**ASPHALT PROJECTS**

- Streets paving crew worked 168th Avenue SE and Indian Hills Road to Highway 9 to complete an asphalt repair. The asphalt deep patch required 110.74 tons to complete the repair.
- Streets paving crew worked 60th Avenue SE between Highway 9 and Lindsey Street to complete asphalt repairs. The asphalt deep patch required 26.19 tons to complete the repair.

CONCRETE PROJECTS

- Crews replaced concrete panels at North Interstate Drive and Parkway Drive that required 79.75 cubic yards of concrete and resulted in over 256 square yards being repaired.

SNOW AND ICE OPERATIONS

- 3,500 gallons of brine mixture were placed on roads in advance of inclement weather.

STORMWATER DIVISION**Lower Imhoff Channel Stabilization Project**

The 2009 Storm Water Master Plan (SWMP) recommended the design and installation of stream bank stabilization along segments of Imhoff Creek. The identified problem in the SWMP is severe bank erosion along both banks beginning at the upstream face of Highway 9 to approximately 2,000 feet upstream of Imhoff Road. The erosion along the banks has caused property fences and trees to fall into the creek. According to a hydraulic report produced by Wood, INC. in 2022, the erosion rate is 6" of bank erosion per year, or approximately 1300 cubic yards of bank erosion per year.

On July 8, 2025, City Council approved Contract K-2526-16 with Cimarron Construction Co., in the amount of \$5,499,994.00 for the Lower Imhoff Creek Bank Stabilization Project. This project is to stabilize the eastern bank of the channel utilizing reverse gabion baskets containing a growable media to allow for vegetative cover over time as well as install rock toe revetments on the west bank and install live staked trees to encourage the regrowth of tree canopy in the years that follow the completion of construction. The construction began on September 2, 2025, and has a construction duration of 548 days with an estimated completion in February 2027.

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During the month of December, the contractor completed approximately 400 additional feet of the new SierraScape retaining wall on the east side of Lower Imhoff channel.

Misty Lake Dam Rehabilitation Project

Misty Lake Dam was reclassified by OWRB as a high-hazard dam on March 16, 2011, followed by an emergency order on March 20, 2015, a hearing on April 14, 2015, and issuance of a Consent Order on July 8, 2015, requiring the POAs to lower the lake level and submit engineering plans. Cardinal Engineering completed plans on May 3, 2019, but due to repair costs estimated between \$595,000 and \$700,000, the POAs sought assistance from the Developer and the City of Norman, prompting multiple City Council discussions through 2017. Council approved a participation agreement on June 27, 2017, and later Amendment No. 1 on January 1, 2021, granting the City necessary easements. A CMaR was selected through RFQ 2122-11, culminating in an October 12, 2021, contract with Downey Contracting, but the Guaranteed Maximum Price submitted on December 9, 2021 (\$1,085,088.90) was rejected. The City then pursued FEMA's High Hazard Potential Dam Grant, and after approving related documents on March 26, 2024, was notified in June 2025 that the project had been awarded \$1.15 million, with the City contributing the required local match through already-collected project funds. On June 24, 2025, Council formally accepted the grant under Contract K-2425-137.

Bid documents were advertised on July 30 and August 6, 2025, with four bids opened on August 21, 2025. The low bid was submitted by C-P Integrated Services (C-PI) at \$580,672.50, which was 44.9% below the engineer's estimate of \$1,053,700. After federal compliance adjustments, including BABAA, Davis-Bacon, and DBE requirements, the contractor confirmed its ability to comply, resulting in a revised contract amount of \$750,600.00, which remains nearly \$50,000 lower than the next lowest bid and within budget. Construction began on October 14, 2025, with a project duration of 90 days. Due to complications during excavation there have been project delays that will increase the duration for completion. During the month of December, the contractor continued dewatering the lake.

STORMWATER MAINTENANCE**WORK ORDER RESPONSE**

- Stormwater Division received 15 new work order requests, and 16 work orders were closed.

INFRASTRUCTURE MAINTENANCE

- Sealed pipe, repaired washout, and replaced a section of a collapsed flume at 1005 Cedarcrest Street.

CHANNEL MAINTENANCE

- Removed drifts and drainage debris from the following locations: Hollywood Channel, Merkle Channel, Bishop Channel.
- Cleaned flumes at the following locations: 2114 Hartford Drive, 512 Claremont Drive, 1410 Homeland Avenue.
- Installed "No Trespassing" signs for unhoused in Anatole 2, on Triad Village drive.

URBAN STREET SWEEPING/CAMERA VAN OPERATION

- Swept designated route for the Christmas Parade and continued the OU gameday sweep schedule.
- 267 lane miles were swept in December, resulting in the removal of approximately 115.73 tons of debris.
- Camera crew assessed final inspection of stormwater pipe on Boyd Street.
- The camera crew was able to camera 1,793 linear feet of stormwater infrastructure before the camera went down for repairs.

INLET CLEARING OPERATIONS

- 2,357 inlets were inspected and cleaned, resulting in the removal of 4.75 tons of debris in Wards 2, 3, 4, and 5.

Monthly Progress Report
Public Works (December 2025)

FLEET DIVISION

The Fleet Management Division Activity Report shows a comprehensive summary of the activity during the month, broken down into three subgroups: Fuel Report, Maintenance Report, and Productivity Report.

FUEL REPORT

Purchases: The Inventory fuel and Outside fuel purchases are added together for each category of fuel - Unleaded gasoline, Diesel fuel, and CNG.

Amount Sold: The amount of Inventory fuel and Outside fuel disbursed to city divisions are shown.

Price Per Gallon: For Inventory Purchases, each time a purchase is made the invoice information, such as quantity and total price is receipted into AssetWorks system. The AssetWorks program then tallies the information and decides on a price-per-gallon for that purchase. The monthly high and the monthly low price-per-gallon for unleaded gasoline and diesel fuel are shown.

MAINTENANCE REPORT

Repair Parts Sold: This shows the amount of money spent on repair parts for vehicles during the month.

Tires Sold: This shows the amount of money spent on tires for city vehicles during the month.

Total Parts Sold: This is the sum of Repair Parts and Tires Sold added together.

Sublet Repairs: This is the amount spent on outside repairs during the month.

Road Calls: This is the amount of times Fleet was called out to retrieve/repair a vehicle.

Preventative Maintenance Services: This is the number of times a vehicle failed to make the appointed preventative maintenance service and had to be rescheduled.

Total Work Orders: This is the amount of work orders for the entire month.

Year to Date Work Order Total: This is the amount of work orders for the entire year.

PRODUCTIVITY REPORT

Direct Labor Hours: Each mechanic's total direct labor hours are shown. Then the direct labor hours are tallied together. After that the total available hours are shown to assess productivity.

Productivity Goal: When mechanics are productive at 70%, meaning that 70% of their day was spent actually working on vehicles, the City of Norman is in equilibrium. We are able to use the money generated from their direct labor to pay wages, benefits and the utilities. Actual Productivity: This is the average percent of all the mechanics' total productivity during the available working hours for the month.

ENGINEERING DEVELOPMENT & PERMIT REVIEW
December 2025

Subdivision Development

Planning Commission:

Norman Rural Cert of Survey.....	1
Final Plats.....	0
Preliminary Plats.....	1
Short Form Plat.....	0
Center City Form Based Code.....	0
Concurrent Constr. Request.....	0

City Council:

Norman Rural Cert of Survey.....	0
Preliminary Plat.....	0
Final Plats	2
Certificate of Plat Correction.....	0
Encroachment.....	0
Easements.....	0
Closure.....	0
Release of Deferral.....	0

Development Committee:

Final Plats.....	2
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Permits Reviewed/Issued

Single Family.....	38
Commercial.....	20
Multi-Family.....	7
Addition/Alteration.....	5
House Moving.....	5
Paving Only.....	9
Storage Building.....	9
Swimming Pool.....	5
Storm Shelters.....	12
Public Improvements.....	2
Temporary Encroachments.....	0
Fire Line Pits/Misc.....	4
Franchise Utilities	8
Flood Plain.....	2
Total Permits	126

Fees Collected

	December	November	FY Total
Development	\$0.00	\$7,980.00	\$122,867.53
Permit	\$4,289.91	\$44,047.51	\$121,719.34
Grand Total	\$4,289.91	\$52,027.51	\$228,568.30
Construction Plan Review within 10 days	8	25	475
Punch List Within 1 day of Final Inspection	4	5	48
Single Family Permit review within 3 days	38	17	249
Commercial Permit review within 7 days	20	16	227
Final Plat Review within 10 days	3	1	49

100% of Plan Review Achieved



PERFORMANCE REPORT

Summary of Services Table: November 2025

The table below provides daily averages for the number of passengers carried by many of the services offered by EMBARK Norman. The year-to-date (YTD) figures are cumulative totals.

EMBARK Norman Service Summary	ADP November FY26	FY26 YTD	FY25 YTD	Service Profile	November FY26	November FY25
Fixed Routes (M-F)	1,909	196,943	184,37	Weekdays	20	19
Fixed Routes (Sat)	815	18,649	17,507	Saturdays	5	5
PLUS (M-F)	94	9,993	10,959	Gamedays	2	2
-Zone 1*	94	9,993	7,934	Holidays	2	1
-Zone 2**	0	0	3,025	Weather	0	5
PLUS (Sat)***	15	407	445	Fiscal YTD Days	134	128
				Cal. YTD Days	288	282

*Requires ¾ mile

**Zone 2 operated weekdays until 7pm

***Operates only in Zone 1

Strategic Performance Measures

MEASURE	FY 26 YTD	FY 26 Targets	
# of Norman fixed-route passenger trips provided	215,592	500,000	●
# of Norman paratransit trips provided	10,400	26,000	▲
% of on-time Norman paratransit pick-ups	87.90%	98.58%	▲
# of Norman bus passengers per service hour, cumulative	13.20	22.29	◆
# of Norman bus passengers per day, average	1,685*	800*	●
% of Norman required paratransit pick-ups denied due to capacity	0.00%*	0.00%	●
% of on-time fixed-route arrivals	68.08%	75.00%	●

*These targets are not being tracked in LFR but can be found in the KPI spreadsheet.



Performance Report

Microtransit Pilot Program Performance Report

November 2025

Purpose

This report provides a summary of service performance measures used to evaluate the performance of the Norman On-Demand microtransit transportation system for the City of Norman. The key performance indicator goals were outlined in the request for proposals (RFP) and include average walking distance, maximum walking distance, average rider wait time, maximum rider wait time, and the percentage of ride requests picked up within 20 minutes.

Service Profile, Hours, and Pricing

Norman On-Demand is a pilot microtransit service which launched for late night and Sunday service in core Norman on August 21, 2023. Norman On-Demand is a turnkey service provided by TransitTech provider Via. The Norman On-Demand app is available on the Apple App Store and the Google Play Store. This service provides access to safe and affordable public transportation through technology, particularly during evening hours and on Sundays when other public transit options are limited. Through a collaboration with the University of Oklahoma, the Norman On-Demand Program also operates the University's SafeRide Program, which is designed to provide safe and free late night transportation to OU students. Because this is a pilot program, there may be changes to service area, hours of operations, or other aspects of the service while the City focuses the program to efficiently serve the needs and desires of our community.

Service Hours		Pricing	
Monday-Wednesday	7pm – 1am	First Passenger	\$3.00
Thursday-Saturday	7pm – 3am*	Each Additional Passenger	\$1.00
OU SafeRide: Thursday-Saturday	10pm – 3am*	OU SafeRide (OU Students using OU email address during SafeRide hours)	Free
Sunday	10am – 6pm		
<i>ADA/Wheelchair Accessible Vehicles available upon request.</i> <i>*Outside of the OU fall and spring semesters, Thursday-Saturday service ends at 1am</i>			

Key Performance Indicator Measures

Measure	Target	Fiscal Year to Date (07/01/25 – 11/30/25)	November		Year Over Year Service
			2025	2024	
Average Walking Distance	<0.10 miles	0.06 miles	0.06 miles	0.06 miles	0% (no change)
Maximum Walking Distance	0.25 miles	0.37 miles	0.36 miles	0.32 miles	+11.11%
Average Rider Wait Time*	<15 min	23.2 min	19.6 min	22.5 min	-12.88%
Maximum Rider Wait Time*	20 min	105.0 min*	105.0 min*	79.9 min*	+23.90%
Percent of Ride Requests Picked Up in 20min	>80%	50.40%**	61.33%**	40.24%**	+34.38%
*OU has requested longer available wait times for OU students during SafeRide hours (up to a 2 hour max). This affects the original goal of 20 minutes that was identified in the original Request for Proposals.					
**Number of ride requests with 'Completed' status that have a wait time of 20 minutes or less as a percentage of the total number of ride requests with 'Completed' status. This data is skewed by longer available wait times for OU students during SafeRide hours.					

ADDITIONAL PERFORMANCE MEASURES

Ridership

Norman On-Demand completed 2,022 rides in November 2025, which is a 2.65% decrease from the October 2025 total of 2,077. The fiscal year to date ridership for November FY26 is 12,459 which is a 39.23% decrease from the November FY25 fiscal year to date ridership of 20,503. There were a total of 17 completed trips requesting a WAV or wheelchair accessible vehicle in November 2025. Ridership per service hour (RPSH) is a ratio of the number of riders making use of the service in relation to how much service is being provided (i.e. one vehicle providing one hour of service would be one 'service hour').

Ridership	Fiscal Year to Date (07/01/25 – 11/30/25)	November		Year Over Year Service
		2025	2024	
Total Number of Riders	12,459	2,022	3,920	-48.42%
Total # of Completed Trips	8,461	1,412	2,572	-45.10%
# of Completed Trips Requesting WAV	120	17	38	-55.26%
Ridership Per Service Hour (RPSH)	4.9	4.6	6.4	-28.13%

Rider Experience

Approximately 10.3% of all completed rides during FYE26 received a rating, of which 95.4% were rated five out of five stars. The system includes an

Rider Experience	Fiscal Year to Date (07/01/25 – 11/30/25)	November		Year Over Year Service
		2025	2024	
Average Ride Duration (in minutes)	11.2 minutes	10.5	11.2	-6.25%
Average Ride Distance (in miles)	3.4 miles	3.1	3.3	-6.06%
Average Ride Rating (5 stars scale)	4.9 stars	4.9	4.9	0% (no change)

automated feed-back process where all ride ratings with four stars or fewer that have actual written feedback attached are reviewed by customer support agents. Poor ride ratings alone are not categorized as complaints. Two complaints were reported to Via in the month of November, representing 0.97 complaints per 1000 rides provided. Both complaints were regarding driver conduct.

Program Engagement and Rider Growth

Since the Norman On-Demand App launched on August 16, 2023, a total of 15,241 individual accounts have been created, which is a 2.22% increase over the October 2025 service to date total of 14,903 and a 39.84% increase over the November 2024 service to date total of 9,168. Of these accounts more than half of them (51.78%) have utilized the service at least once and about a third (4,504 or 29.55%) have completed more than five rides. Riders are also able to call 405-643-8638 to schedule rides without using the App.

Engagement – Service to Date (8/16/23 – 11/30/2025)		
App Accounts Created Since Launch	15,241	
OU Accounts (as of 10/28/2025)	3,797	24.91%
Active Accounts*	10,815	70.96%
Rider Accounts**	7,893	51.78%
Repeat Rider Accounts***	6,435	42.22%
*accounts with user engaging w/ ride requests at least once		
**accounts with at least 1 completed ride		
***accounts with at least 2 completed rides		

Accidents and Vehicles

No accidents or incidents were reported in November, for a total of zero accidents and zero incidents reported in FY26. Six of seven vehicles were in active service during the month of November, which meets the target fleet availability. A Chrysler airbag recall for 2022-2025 Voyager & Pacifica vehicles and an abundance of caution impacted the ability to maintain the use of the full fleet of seven vehicles. Some temporary replacement vehicles were borrowed from another program run by our partner Via and are operating with magnetic side decals instead of full vehicle wraps. Riders have in-app and email messages making them aware and keeping them up to date.

SERVICE EFFORTS AND ACCOMPLISHMENTS FYE 2026

Item 4.

STREET DIVISION					
	FYE 2026 December 2025	FYE 2026 December 2025	Year to Date	Year to Date	FYE 2026
PERFORMANCE INDICATORS	ACTUAL	PERCENT	ACTUAL	PERCENT	PROJECTED
Respond to all Action Center requests within 24 hour period	100%	100%	222	100%	400
Maintain up to 10 miles of asphalt roadway within capital program for given fiscal year	0.50	5%	2	5%	10
Maintain up to 2,000 square yards of concrete roadway within capital program for given fiscal year	256.00	13%	1486	74%	2000
Mow rural and urban routes citywide 8 times per year	-	0%	4.25	53%	8
Debris Removal – issue notice to proceed/task order within 48 hours of storm event	0%	0%	0	0%	100%
Street Maintenance Bond Program - Contract all selected project categories for the bond within the same fiscal year	0	0%	3	60%	5
Bridge bond program - contract all selected project categories for the bond within the same fiscal year	-	0%	4	133%	3

SERVICE EFFORTS AND ACCOMPLISHMENTS FYE 2026

STORMWATER DIVISION					
	FYE 2026 Dec, 2025	FYE 2026 Dec, 2025	Year to Date	Year to Date	FYE26
PERFORMANCE INDICATORS	ACTUAL	PERCENT	ACTUAL	PERCENT	PROJECTED
Respond to stormwater complaints and drainage concerns within 24 hours	100%	100%	100%	100%	99%
Mechanically sweep 500 curb miles per month (6,000 Annually)	267	53%	1,941	32%	85%
Inspect and clean 100% of the urban drainage inlets three times per year.	2,357	189%	6,963	46%	65%
Mow 2,271,548 square-feet (52 acres) of open drainage ways, six times per year.	0	0%	4,012,932	29%	70%
Permit all floodplain activities as appropriate.	3	100%	20	100%	95%
Camera Stormwater Infrastructure to inspect and identify. (4 grids per month)	0.00	0%	0	0%	85%
*Camera map grids identified in FY24. Program is transitioning to proactive inspection.					
Camera Stormwater Infrastructure Inspections (as needed in linear feet)	1,793	N/A	2,205	N/A	N/A
Repond to 100% of Okie calls within 72 hours of request	124	100%	1,484	100%	100%

**PUBLIC WORKS
FLEET DIVISION
ACTIVITY REPORT**

Item 4.

December 2025

IN GALLONS	FYE 2026	FUEL REPORT		
	<u>UNLEADED PURCHASED</u>	<u>DIESEL PURCHASED</u>	<u>CNG PURCHASED</u>	
Internal pumps	21,773.00	20,845.00	32,353.27	
Outside - sublet	1,473.00	1,293.00	1,617.52	
TOTAL	23,246.00	22,138.00	33,970.79	
	<u>UNLEADED CONSUMED</u>	<u>DIESEL CONSUMED</u>	<u>CITY CNG CONSUMED</u>	<u>PUBLIC CNG CONSUMED</u>
Consumption	22,192.40	21,694.50	32,353.27	1,617.52

FYE 2026 TO DATE CONSUMPTION				
TOTAL	<u>UNLEADED CONSUMED</u>	<u>DIESEL CONSUMED</u>	<u>CITY CNG CONSUMED</u>	<u>PUBLIC CNG CONSUMED</u>
Consumption	166,150.10	188,700.80	209,070.73	12,065.43

INTERNAL PRICE PER GALLON:					EXTERNAL PRICE PER GALLON:				
UNLEADED	High	\$1.84	Low	\$1.66	UNLEADED	High	\$1.88	Low	\$1.74
DIESEL	High	\$2.16	Low	\$1.98	DIESEL	High	\$2.16	Low	\$2.01
CNG	High	\$0.63	Low	\$0.63	CNG	High	\$2.10	Low	\$2.10

CONSUMABLE PARTS PURCHASED		PUBLIC CNG SALES	
REPAIR PARTS	\$116,919.40	Month Total Public CNG Sales	\$3,359
OILS/FLUIDS	\$10,032.82	FYE 2026 To Date Public Sales	\$24,755
TIRES	\$33,441.49	LIFE TO DATE CNG GAS GALLON EQUIVALENT	
SUBLET REPAIRS	\$23,461.09	Total Sold Gallons Life To Date	1,133,381
		Total Gross Sales Life To Date	\$1,702,704
TOTAL SPENT ALL Parts/Sublet	\$183,854.80	Life To Date CNG Gas Gallon Equivalent	
		Total Public/City Through-Put CNG Gallons @ Station:	4,199,284

Light Shop	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	1	0	2	12
EMERGENCY ROAD CALLS	15	7	13	58
PM SERVICES	114	86	141	655
INCLEMENT WEATHER	0	0	0	0
WORK ORDERS	203	145	192	1,133
SCHEDULED REPAIRS	130	99	134	724
NON SCHEDULED REPAIRS	73	46	58	401

Heavy Shop	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	10	11	22	56
EMERGENCY ROAD CALLS	17	7	17	98
PM SERVICES	50	40	60	278
INCLEMENT WEATHER	0	0	0	0
WORK ORDERS	126	101	153	853
SCHEDULED REPAIRS	51	33	51	302
NON SCHEDULED REPAIRS	75	68	102	526

Transit Shop	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	0	0	0	1
EMERGENCY ROAD CALLS	3	1	0	8
PM SERVICES	19	10	23	72
INCLEMENT WEATHER	0	0	0	0
WORK ORDERS	61	47	46	306
SCHEDULED REPAIRS	60	45	43	303
NON SCHEDULED REPAIRS	1	2	3	23

EVT Shop	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	0	0	0	2
EMERGENCY ROAD CALLS	1	3	0	6
PM SERVICES	4	20	5	41
INCLEMENT WEATHER	0	0	0	0
WORK ORDERS	48	43	43	200
SCHEDULED REPAIRS	46	40	39	181
NON SCHEDULED REPAIRS	2	3	4	19

COMBINED SHOPS	CURRENT MONTH	LAST MONTH	TWO MONTHS AGO	YEAR TO DATE
ROAD SERVICE	11	11	24	71
EMERGENCY ROAD CALLS	36	18	30	170
PM SERVICES	187	156	229	1,046
INCLEMENT WEATHER	0	0	0	0
WORK ORDERS	438	336	434	2,492
SCHEDULED REPAIRS	287	217	267	1,510
NON SCHEDULED REPAIRS	151	119	167	969

**FLEET DIVISION
INVENTORY
December 2025**

FUEL

WESTWOOD GOLF	933.6	gallons	UNLEADED	@	1.750	\$ 1,633.80
WESTWOOD GOLF	999.2	gallons	DIESEL	@	2.010	\$ 2,008.39
NORTH BASE	6,518.5	gallons	UNLEADED	@	1.760	\$ 11,472.65
NORTH BASE	5,321.9	gallons	DIESEL	@	2.050	\$ 10,909.79
FIRE STATION #5	379.1	gallons	UNLEADED	@	1.830	\$ 693.75
FIRE STATION #5	352.4	gallons	DIESEL	@	2.030	\$ 715.37
FIRE STATION #6	266.1	gallons	UNLEADED	@	1.800	\$ 478.98
FIRE STATION #6	348.9	gallons	DIESEL	@	2.060	\$ 718.73
BULK TANKS	1,200.0	gallons	DIESEL	@	2.050	\$ 2,460.00

TOTAL	GALLONS:	DOLLAR:
UNLEADED	8,097.3	\$ 14,279.18
DIESEL	8,222.4	\$ 16,812.29

**PUBLIC WORKS FLEET DIVISION
PM COMPLIANCE REPORT
DECEMBER FYE 2026**

Industry Standard Compliance: Not To Exceed 5%

Item 4.

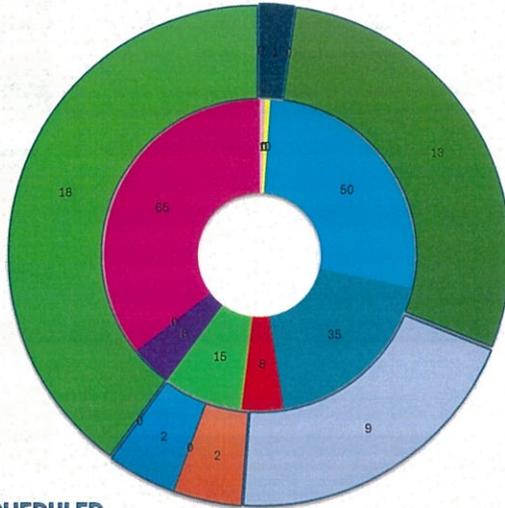
Department/Division	Number of PMs		Number of PMs Completed LATE	Number of PMs Missed	Current % PENDING	Year To Date Non-Compliance Trend
	Scheduled	Completed On Time				
CITY COUNCIL	1	1			0%	0%
CITY MANAGER					0%	0%
BUILDING ADMINISTRATION					0%	0%
MUNICIPAL COURT						
MUNICIPAL COURT					0%	0%
INFORMATION TECHNOLOGY						
INFORMATION TECHNOLOGY	1		1		0%	100%
HUMAN RESOURCES						
HUMAN RESOURCES					0%	0%
PLANNING						
PLANNING					0%	100%
BUILDING INSPECTIONS					0%	0%
CODE COMPLIANCE					0%	0%
PUBLIC WORKS						
PW ADMIN					0%	0%
ENGINEERING					0%	100%
STREETS	29	24	6	5	17%	62%
STORMWATER	4	2	2		0%	56%
TRAFFIC	6	6			0%	50%
FLEET	11	11			0%	69%
TRANSIT					0%	0%
POLICE						
ANIMAL CONTROL	3	4			0%	20%
POLICE ADMINISTRATION	1	1			0%	50%
POLICE STAFF SERVICES	2	1	1	1	50%	100%
POLICE CRIMINAL INVESTIGATIONS	6	7			0%	56%
POLICE PATROL	21	24	4	3	14%	60%
POLICE SPECIAL INVESTIGATIONS	1	1			0%	80%
POLICE EMERGENCY COMMUNICATIONS	1	1			0%	0%
FIRE						
FIRE ADMINISTRATION					0%	150%
FIRE TRAINING	1	1			0%	0%
FIRE PREVENTION	2	2			0%	33%
FIRE SUPPRESSION	3	2	1	1	33%	75%
FIRE DISASTER PREPAREDNESS	2	2			0%	0%
PARKS & RECREATION						
PARK MAINTENANCE	13	13			0%	32%
PARKS & RECREATION					0%	0%
CUSTODIAL					0%	0%
FACILITY MAINTENANCE	2	2			0%	0%
PARKS FORESTRY					0%	0%
PUBLIC SAFETY SALES TAX (PSST)						
PSST POLICE PATROL	6	9	1	1	17%	68%
PSST POLICE CRIMINAL INVESTIGATIONS	1				0%	0%
PSST FIRE SUPPRESSION					0%	100%
PSST SRO	1	1			0%	0%
CDBG						
PLANNING CDBG					0%	100%
UTILITIES WATER						
UTILITIES ADMINISTRATION	1	1			0%	0%
WATER TREATMENT PLANT	2		2		0%	80%
WATER PLANT					0%	0%
WATER PLANT WELLS	2	2			0%	0%
WATER PLANT LAB					0%	0%
LINE MAINTENANCE ADMIN					0%	0%
WATER LINE MAINTENANCE	6	7			0%	65%
UTILITIES INSPECTOR					0%	100%
UTILITIES WRF						
WRF ADMIN					0%	0%
WRF INDUSTRIAL					0%	0%
WRF BIOSOLIDS	3	3			0%	75%
WRF OPERATIONS	4	5			0%	0%
SEWER LINE MAINTENANCE	14	9	6	2	14%	63%
UTILITIES SANITATION						
SANITATION ADMINISTRATION					0%	0%
SANITATION RESIDENTIAL	10	17			0%	38%
SANITATION COMMERCIAL	4	3	2		0%	67%
SANITATION TRANSFER	8	8			0%	43%
SANITATION COMPOST	1	1			0%	50%
SANITATION RECYCLE	6	3	3	3	50%	100%
SANITATION YARD WASTE	4	4			0%	20%
UTILITIES EVIROMENTAL						
ENVIROMENTAL & SUSTAINABILITY					0%	0%
CITYWIDE TOTAL	183	178	29	16	9%	56%

**PUBLIC WORKS FLEET DIVISION
PM COMPLIANCE DETAIL REPORT
DECEMBER FYE 2026**

Currently Past Due:

Unit #	Unit Description	Department Division	Current Odometer Reading	Meter or scheduled date	Meter Past	ORIGINAL Scheduled DATE	SHOP	Type of SERVICE	LAST PM DONE
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**PM Compliance Report September
FYE 2026**



- City Clerk
- Municipal Court
- Information Technology
- Human Resources
- Planning
- Public Works
- Police
- Fire
- Parks & Rec.
- PSST
- CDBG
- Utilities

**INNER RING - MONTHLY # SCHEDULED
OUTER RING = MONTHLY # MISSED/LATE**

Department	Scheduled	Missed/Late	% Late
City Clerk	1	0	0.0%
Municipal Court	0	0	0.0%
Information Technology	1	1	100.0%
Human Resources	0	0	0.0%
Planning	0	0	0.0%
Public Works	50	13	26.0%
Police	35	9	25.7%
Fire	8	2	25.0%
Parks & Rec.	15	0	0.0%
PSST	8	2	25.0%
CDBG	0	0	0.0%
Utilities	65	18	27.7%
Citywide Total	183	45	24.6%

**PUBLIC WORKS
FLEET DIVISION
Technician Productivity
Report**

FYE 2026

December 2025

MECHANIC	DIRECT LABOR HOURS	PRODUCTIVITY		INDIVIDUAL PRODUCTIVITY		TOTAL HOURS
		GOAL	ACTUAL	DIFFERENCE		
497	114.02	72%	67.9%	-4.1%	168.00	
1554	114.71	72%	68.3%	-3.7%	168.00	
1676	147.79	72%	88.0%	16.0%	168.00	
2098	114.76	72%	68.3%	-3.7%	168.00	
2495	121.83	72%	72.5%	0.5%	168.00	
2745	147.18	72%	87.6%	15.6%	168.00	
3001	107.15	72%	63.8%	-8.2%	168.00	
3151	155.97	72%	92.8%	20.8%	168.00	
3167	129.42	72%	77.0%	5.0%	168.00	
3502	117.65	72%	70.0%	-2.0%	168.00	
3572	146.43	72%	87.2%	15.2%	168.00	
3968	169.32	72%	90.2%	18.2%	187.75	
4033	121.64	72%	72.4%	0.4%	168.00	
4192	148.78	72%	88.6%	16.6%	168.00	
4303	155.57	72%	92.1%	20.1%	169.00	
4310	153.81	72%	82.0%	10.0%	187.50	
4316	147.95	72%	78.9%	6.9%	187.50	
4529	143.52	72%	85.4%	13.4%	168.00	

DIRECT LABOR HOURS	_____	2313.98
TOTAL AVAILABLE HOURS	_____	2915.75
PRODUCTIVITY GOAL	_____	72.0%
ACTUAL PRODUCTIVITY	_____	79.4%

**CITY OF NORMAN
DEPARTMENT OF PUBLIC WORKS-TRAFFIC CONTROL DIVISION
MONTHLY PROGRESS REPORT**

DECEMBER 2025	PROJECTED GOAL	THIS MONTH			YEAR TO DATE		
	Percentage	Number of Requests	Goal Met	Percentage Met	Number of Requests	Goal Met	Percentage Met
Provide initial response to citizen inquiries within 2 days	100%	95	95	100%	653	653	100%
Provide information requested by citizens within 7 days	95%	95	95	100%	653	653	100%
Complete traffic engineering studies within 45 days.	99%	1	1	100%	10	8	100%
Review subdivision plats, construction traffic control plans, traffic impact statements, and other transportation improvement plans within 7 days.	95%	28	28	100%	197	197	100%
Worker Hours Per Gallon of Paint Installed.	0.80	Gallons	Worker Hours	Percentage	Gallons	Worker Hours	Percentage
		4	3	75%	720	357.25	0.50
Thermoplastic legend, arrows, stop bars & crosswalks installed.	4-6 Installations per day per 2 person crew. 100%	Crew Work Days	Total Installations	Average	Crew Work Days	Total Installations	Average
		0.75	5	6.67	2.44	21	8.61
Preventative Maintenance on each traffic signal once a year. Approximately 11 will be performed each month.	100%	Number Performed	Goal Met	Percentage Met	Number Performed	Goal Met	Percentage Met
		15	15	100%	88	88	100%
Response to reports on traffic signal malfunctions within one hour.	99%	Number of Reports	Goal Met	Percentage Met	Number of Reports	Goal Met	Percentage Met
		18	18	100%	78	78	100%
Response to reports of sign damage:	Percentage						
<i>High Priority</i> Stop or Yield Signs within one hour	99%	20	20	100%	110	110	100%
<i>Lower Priority</i> all other signs within one day	90%	37	37	100%	238	238	100%
<i>Street Name Signs</i> within two weeks	90%	24	24	100%	214	214	100%
Percent of work hours lost due to on the job injuries.	<.01%	Total Work Hours	Work Hours Lost	Percentage Met	Total Work Hours	Work Hours Lost	Percentage Met
		33660	0	0.00	49468	0	0.00

UTILITIES 13

LINE MAINTENANCE:

Waterline Capital Projects

- Beaumont Drive – 100%
- 1357 12th NE Avenue – 100%
- Crest Court – 100%
- Barb Court – 100%
- Page Street – 100%
- Crail Drive – 0% Hold – Pending Lead Survey

Staff has completed the Crest Court project. Staff has completed the 12th AVE NE project. Staff has completed the Beaumont project. Staff has completed the Page Street project. Crail Project materials have been ordered – project on hold pending lead surveys. Ashton Grove project has been completed. Sutton Place project has been completed. Park Hill lift station pumps have been installed.

Water Line Breaks Total – 9 in December

Water Lines Hit by Contractor – 2- (1" poly)

Sewer Line Data

- Total obstruction service requests December – 22
- Private Plumbing: 20
- City Infrastructure: 2
- Sanitary Sewer Overflows: 2 on private side, 1 on city side

Lift Station D Flows:

- Days – 31
- Average daily flow: 1.091 MGD
- Total Monthly flow: 33.790 MG

WASTEWATER PROJECTS:

Bishop Creek Emergency Sewer Line Repair (WW0212): On May 7, 2025, Utilities Department Line Maintenance staff were advised that an 18-inch sewer aerial 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, the City Manager authorized emergency repairs to prevent further sewage discharge. Under this emergency declaration, staff first received verbal price quotes to lease bypass pumps and appurtenances for temporarily diverting flow and verbal bids to mobilize a contractor for an immediate, but temporary, reconnection of the piping. This work was completed at 10:00 p.m. on May 7, 2025, 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, staff mobilized Garver Engineers under their current on-call contract to prepare an expedited design to replace the existing, failed aerial crossing, while Utilities Department Staff prepared Bidding Documents. Drawings and Bidding Documents were completed and issued to potential bidders on May 19, 2025. On May 20, 2025 Bids were opened and the lowest and best bidder was deemed to be Krapff-Reynolds Construction Co. with a bid of \$748,550.00. During the last week of May 2025, Contract was executed, Notice to Proceed was Issued, and clearing and procurement activities commenced. On June 10, 2025, City Council ratified the emergency declaration and all resulting actions.

In July 2025, Norman Utilities Staff was advised that Oklahoma Water Resources Board (OWRB) has a grant program to assist utility owners in paying for emergency projects like this one. On August 12, 2025, City Council authorized an application for the grant and staff completed the application immediately thereafter. In September, OWRB announced that a grant in the maximum allowable amount of \$100,000.00 had been approved. By the end of the month, Finance had commenced drawing down those grant funds.

Work on this project has proceeded continuously since Notice to Proceed was issued. During the month of October 2025, KRCC completed restoration activities. On October 24, 2025 a punchlist inspection convened, and a punchlist was prepared based thereon. During the month of November 2025, KRCC worked on punchlist and a final change order was negotiated. Project should be ready for Final Acceptance during by late January or February 2026.

Engineer: Garver LLC (Michael Nguyen)/Norman Utilities Staff (Ken Giannone)

WRF Reuse Pilot Study (WW0317) – Project is a pilot study designed to consider treatment alternatives to produce highly treated effluent at the WRF suitable for Indirect Potable Reuse (IPR) by discharging it into Lake Thunderbird to supplement Norman’s available raw water supply. NUA approved a contract with Garver LLC on February 11, 2020 to design the pilot project for various alternative treatment processes to determine if reuse is feasible and, if so, to recommend the best and most economic treatment technologies for the implementation of a reuse program. In July 2020, NUA approved Amendment No. 1 to Garver’s contract which consolidated all pilot study tasks, including procurement/rental of treatment equipment for alternative treatment trains, temporary construction/installation of pilot study equipment and eventual removal of all pilot study equipment, into Garver’s contract. During the remainder of 2020, Garver completed pilot study design, and during winter 2020/2021 and spring 2021, temporary construction of Phase I treatment trains, which consisted of one train using an Aqua Nereda patented process and one train using a modified University of Cape Town (mUCT) process was completed. By June 2021, both trains had been commissioned and were operating as intended. As a result, WRF and Garver staff were able to commence the Phase I testing and sampling regimens. In November 2021 and February 2022, skids and trailers containing advanced tertiary processes that were to be pilot tested as part of Phase II and Phase III, respectively, were delivered; temporary construction needed to place them into service was completed; and Phase II and Phase III testing and sampling regimens commenced. Phases I, II, and III and all associated testing and sampling were completed as of June 1, 2022, and Garver’s construction subcontractor completed removal of all temporary process equipment by late summer 2022. A first draft copy of the engineering report was submitted for review in December 2022. A second draft was submitted to NUA and, informally, to Oklahoma Department of Environmental Quality (ODEQ) in March 2023. For the rest of 2023, Garver convened regular meetings with ODEQ to review the draft report findings and conclusions in detail, and on March 18, 2024, ODEQ issued a letter of “support” for the results of the pilot study. Upon receiving ODEQ’s letter and as per their Contract, Garver submitted their draft final report to an “Independent Advisory Panel” consisting of independent industry experts who will review results and recommendations, deliberate among themselves, and, finally, issue recommendations regarding the report and its conclusions. A technical orientation with the panel members, NUA, and Garver convened on August 28, 2024. This was followed by a half-day workshop on December 17, 2024 during which Garver described the finer details of the pilot test, the data obtained, and their conclusions, and ended with an extended question and answer session. On March 4, 2025, NWRI submitted their final report in the form of a technical memorandum. The report generally concurred with Garver’s conclusions but included some recommendations for making any future IPR process as robust as practical. Neither Garver nor NUA had any comments on NWRI’s final report so this project is now considered complete.

In December 2019, NUA learned that Bureau of Reclamation (BOR) had approved a grant of up to \$700,000 that would pay up to 25% of all costs incurred on this project. Grant contract was approved by NUA and BOR and fully executed in September 2021. As of March 2023, all funds authorized by this Grant have been received by City of Norman.

In October 2021, NUA learned that it has been awarded a second grant from BOR, a green infrastructure grant to evaluate what role a constructed wetland could play in further improving quality of stormwater and/or effluent water entering Lake Thunderbird as part of the future reuse program that is the subject of the pilot study. This grant includes \$209,824 worth of in-kind funds from various federal agency resources to be expended in (Federal) Fiscal Years 2022 through 2024 for research and investigations, and grant can be extended with additional funds added in future years as conclusions are reached and recommendations made based on the work done during the initial years’ funding. The project was officially kicked off in early November 2021, and work (research and data gathering) is ongoing. A

workshop to review alternatives and select the best convened in August 2024. No additional funding has been authorized for FYE 2025 so project work will not progress to a pilot sized wetland or a wetland design, but some funding in the original grant has not yet been exhausted and compilation of deliverables including a final report and conclusions is still ongoing so the team continues to meet on a semi-regular basis to discuss and coordinate. During the month of October 2025, Norman Utilities Department staff continued to assist with preparation of maps and graphics for final project report and addressed comments on conceptual layout of a potential demonstration wetland (on the City's old landfill south of the Norman Water Reclamation Facility which could be used by BOR and United States Geological Survey (USGS) to seek further grants to possibly advance a design and potential construct a demonstration wetland.

In April 2022, NUA learned that a third grant from BOR associated with possible IPR had been authorized. The third grant was an applied science grant for \$148,339 to create a Predictive Lake Optimization Tool (PLOT) for Lake Thunderbird. The PLOT will use weather and climatological data and forecasts and data specific to Lake Thunderbird and its watershed to create a preliminary model that will furnish predictions on the theoretical best times, quantities, and manner for adding supplemental IPR flows to the lake. This would allow both for the best possible economic evaluation of infrastructure alternatives for a future IPR program but also for the efficient management of such a future IPR program if/when one is implemented. A resolution authorizing acceptance of the grant was approved by City Council in September 2022, and a Contract with Garver in the amount of \$196,190 (of which \$148,339.00 would be reimbursable from BOR Applied Science Grant) was approved by City Council on March 14, 2023. During the remainder of 2023 and continuing into the Spring of 2024, Garver and their subconsultants completed research and created the PLOT, and, on June 11, 2024, they convened a workshop presenting the preliminary conclusions. Based on the workshop, Norman requested that additional information and analysis be provided to clarify some minor questions. Once these questions were resolved, an additional workshop with Bureau of Reclamation (BOR) and Central Oklahoma Master Conservancy District (COMCD) staff convened on August 15, 2024. Garver addressed all questions raised in this workshop and made a standing offer to BOR and COMCD for them to use the PLOT tool to analyze historical droughts that are part of an unrelated grant project on which they are working. All direct work on this project is complete, and the PLOT tool remains available for NUA use as needed. During August 2025, NUA drew down remaining grant funds and filed final paperwork to close out the grant.

Engineer: Garver LLC (Michael "Cole" Niblett)

WRF Dewatering Centrifuge Replacement (WW0326) – Project will replace dewatering centrifuges at WRF. Existing centrifuges are approaching the end of their useful lives, and, consequently, they need excessive maintenance, regular major repairs and increasing polymer feed rates to achieve necessary sludge quality. Moreover, poor service provided by manufacturer often results in extended downtime before necessary repairs are completed. NUA approved a Contract with Garver, LLC on December 8, 2020 to prepare a design to replace centrifuges, and design for this project commenced immediately thereafter. Throughout 2021, manufacturers of several different dewatering technologies ran demonstration tests that were observed by Garver, WRF and NUA Engineering staff, and WRF and NUA Engineering staff also made several site visits to wastewater treatment plants in the region to observe equipment by other manufacturers/technologies in operation. Based on these demonstrations and site visits, Garver issued a Final Version of the Preliminary Engineering Report in November 2021 recommending hydraulic drive centrifuges as the technology for this project. During winter and spring 2022, Garver and NUA met with representatives from most of the reputable centrifuge manufacturers in the industry to learn more about their equipment and, just as importantly, to learn about their manufacturing and service infrastructure. Based on these meetings, three (3) manufacturers were approved for inclusion in the bidding documents.

Garver completed and submitted 60% design documents for review in August 2022 and 90% design documents in January 2023 with design review meetings convening two weeks after each submission. In March 2023, ODEQ Permit to Construct application was submitted to ODEQ and the permit was issued in April 2023. Also, in April 2023, NUA learned that it has been approved for a federal community funding grant for FYE September 30, 2024 in the amount of \$5,000,000.00 for this project. However, because the Federal Budget for FY 2024 is not yet approved, funds for the grant have not been earmarked and EPA has not allocated them, and there is no certainty on when or if these funds will be approved. Because of the critical nature of this project and based on conversations with EPA and with grant experts at Garver, it has been determined that the best course of action for Norman Utilities Authority is to bid the project now and include all requirements for EPA Community Grant projects in the bidding documents. EPA has

advised that, as long as the contract meets their requirements for the grant, we can apply for the funds at whatever time in the future they are officially allocated. EPA should then be able to approve "after the fact" and Norman Utilities can seek reimbursement for funds already spent at that point.

Based on further discussions, an additional concern arose based on the fact that until funding is approved by Congress, exact details of grant requirements will remain uncertain. Garver advised and EPA Community Grant staff affirmed that, for grants issued up to and including Fiscal Year 2024, if project is receiving funding via another Federal Program and project meets requirements of that program, EPA Community Grants will approve project on that basis. As a result, NUA has applied for and received a Clean Water State Revolving Fund (CWSRF) loan from Oklahoma Water Resources Board (OWRB). The loan request was worded to also cover other planned projects at the WRF so, assuming EPA Community Grant is eventually made, the CWSRF loan funds will be directed to those other projects as well. OWRB has advised that, as with the EPA Community Grant, the project could start before the loan was granted. Then, once approved, NUA could immediately start seeking reimbursement for all work completed on the project prior to loan approval. It should also be noted that the use of CWSRF loans for upcoming capital projects at the WRF was recommended by the Raftelis report for upcoming wastewater capital spending.

Based on the above-described EPA Community Grant and CWSRF loan processes and timing and the critical nature of this project, NUA chose to proceed with bidding and obtain reimbursement from EPA and/or CWSRF when those financial instruments were approved. As a result, project was advertised on August 30, 2023 and bids were opened on Thursday, October 19, 2023. Crossland Heavy Contractors were deemed the lowest and best Bidder with a base bid in the amount of \$3,320,000, and Contract was awarded at the November 28, 2023 Council Meeting. Pre-Work Meeting convened in December 2023. Notice to Proceed was issued in January 2024, and shop drawing approval and procurement processes commenced immediately thereafter.

In March 2024, NUA received confirmation that the EPA Community Funding Grant in the amount of \$5,000,000 had been officially authorized and funded. However, the grant included a strict Buy America Build America (BABA) clause while the project bidding documents and thus the resultant contract with Crossland Heavy Contractors did not include this requirement. Between April and June 2024, NUA convened numerous meetings with EPA and Garver to determine the appropriate path forward that would allow NUA to accept this grant. Based on EPA input, NUA requested a "Technical Correction" from EPA that would allow some or all funding from the grant to be expended on other critical projects at the WRF, and, in September 2024, EPA officially approved the "Technical Correction". This will allow the grant funds to be expended on the WRF Blower Replacement and WRF Laboratory Renovation, and New Maintenance Facility projects (details on both projects are updated elsewhere in this report), while this project will now be funded using a combination of internally-generated funds and the CWSRF loan.

During June 2025, GEA and Crossland completed testing, commissioning and training for Centrifuge No. 1. During August 2025, Crossland did the same for Centrifuge No. 2, and both centrifuges are now in service. However, due to capacity issues associated with the existing sludge pumps that feed the centrifuges and a segment of the existing conveyor that transports dewatered-biosolids to sludge-hauling trucks, neither centrifuge had previously been testing to its maximum capacity as required by the contract. During October 2025, Crossland was able to complete a temporary fix that addressed the capacity issues sufficiently to allow them to successfully test both centrifuges to their maximum capacity. Also during the month of October 2025, Crossland completed coating the floors and continued working on other punchlist work.

Garver has previously been directed to prepare specifications both new sludge pumps and a new conveyor that will sufficiently increase system capacity to allow each centrifuge to comfortably operate at their design capacity. During the month of December, a contract amendment was negotiated with Garver to reimburse them for any associated design costs not covered by their original contract. This Amendment should be ready for submission to City Council in late January or February 2026. Once this design is complete, this additional work will be added to Crossland's contract by change order. In the interim, the dewatering system in its current state, has ample capacity to meet current biosolids production.

Since the lead time for new sludge pumps and new conveyor section are likely to be in the vicinity of 6 months, it is anticipated that Crossland will complete remaining punchlist work on the project, except for the change order work, during the months of January and February 2026. Then, they will demobilize from the project. When new equipment

associated with the change order work is delivered, they will remobilize and complete installation. Project will likely be closed out in late 2026.

Engineer: Garver LLC (Michael "Cole" Niblett)

WRF New Maintenance Storage Building (WW0318) and WRF Main Control Building Renovation (WW0325): - These two projects are being designed under a single design contract and are anticipated to be bid as a single project, so they will be updated as a single project as well. Due to plant improvements projects over the past two decades, space formerly used for spare part storage and maintenance work has gradually been incorporated into plant operations space, leaving a shortage of viable storage and work space. Project WW0318 will cover the construction of a new pre-engineered Maintenance Building for spare part storage and other critical maintenance activities to offset space lost in existing facilities since the main building was commissioned.

The Main Control Building at the WRF was constructed in 1982 and, while some building systems have been replaced and/or upgraded since then, many of the original interior and exterior finishes and fixtures as well as the main laboratory have not been replaced, updated, or renovated since original construction and are now nearing the end of their useful lives. Project WW0325 will renovate existing building and update layout and building systems as well as expand and renovate the laboratory to meet current standards.

Greeley Hansen was selected as the Architect for these two projects, and their Contract was approved on June 8, 2021. A design kickoff meeting convened in late June 2021. Greeley Hansen submitted a draft Preliminary Engineering Report (PER) in November 2021 and, after a review meeting later in November 2021, they submitted a final PER in late January 2022.

In March 2022, NUA elected to defer construction of this project for one fiscal year to FY 2023 for budgetary reasons. For this reason, while Construction Manager at Risk (CMaR) was originally being considered as the project delivery method, the project will instead be delivered by a traditional Design/Bid/Build method with Greeley Hansen completing a bid-ready final design during the remainder of 2022 but project will not bid until Spring 2023.

During August 2022, Greeley Hansen submitted 95% design documents. At time of submittal, it was agreed that a design review meeting would convene in February/March 2023 so that all comments and corrections noted can be addressed at one time just prior to advertisement, which was then projected to occur in May 2023. Since that time, the decision was made to defer construction of this project for two additional years, until FY 2026.

As noted above in the discussion for WRF Dewatering Centrifuge Replacement (WW0326) project, NUA received an EPA Community Funding Grant in the amount of \$5,000,000 for that project. For several reasons, a request for a "Technical Correction" was made to EPA to allow for the grant funds to be instead allocated to this project (and the WRF Blower Replacement project which is discussed elsewhere in this report). This request was approved by EPA in September 2024. During the month of September 2025, EPA indicated that the grant was formally awarded to Norman Utilities Authority to fund this project. Due to the Federal Government shutdown which was in effect during October 2025, City of Norman was unable to access those funds, however, once shutdown is resolved, no further impact is anticipated.

The EPA grant comes with additional conditions that will impact the bidding and construction of the project. In order to meet these conditions, revisions to the bidding documents will be required. As a result, Greely Hansen has requested a Contract Amendment to reimburse them for resultant additional costs. Details of this potential amendment are still being negotiated at this time. It is expected that any Amendment will be finalized and presented to City Council for approval during the first quarter of 2026. Upon approval of Amendment, Greely Hansen will immediately proceed with final revisions to bidding documents. This should allow project to be bid by June 2026 with construction commencing by August 2026 and project completion in summer 2027.

Engineer: TYLin (formerly Greely and Hansen LLC) (John Schmidt)

Sewer Maintenance Project FYE19 (WW0321): In 2001, the citizens of Norman approved a five-dollar per month sewer maintenance fee to provide for the systematic replacement of aged and deteriorating neighborhood sewer lines.

The FYE 2019 study area is generally bounded by Lindsey Street and Timberdell Road and 24th Avenue SW and South Berry Road. Project will replace approximately 31,000 LF of 8" and 12" sanitary sewer lines using pipe-bursting techniques, and rehabilitate an additional 1,000 LF of 8" sanitary sewer lines using cast-in-place pipe lining techniques along with rehabilitation or replacement of 160 manholes and 610 services.

On November 30, 2021, City Council approved the use of on-call Contracts of Parkhill and Lemke Land Surveying to prepare bidding documents for this project. During May 2023, a preliminary set of plans was submitted for City of Norman review and a review meeting convened and in July 2023, 95% plans were submitted and a review meeting convened. Final Plans and Bidding Documents were completed and project was advertised on September 14, 2023. Bids were opened on October 5, 2023, and Krapff-Reynolds Construction Co. (KRCC) has been deemed the lowest and best bidder with a base bid plus bid alternate cost of \$5,468,900.50. City Council approved Contract Award on November 14, 2023. A Pre-Work Meeting convened in January 2024. After an extended procurement process, KRCC mobilized to the project in late March 2024, and sanitary sewer replacement and manhole rehabilitation is now nearing completion. During the month of November 2025, staff continued reviewing CCTVs of the work while KRCC worked on punchlist. It is expected that Final Acceptance, Final Change Order and Final Payment should all be presented to City Council by February 2026.

Engineer: Parkhill (Sara Senyondo)

Sewer Maintenance Project (SMP) FYE 2024 (WW0337): In 2001, the citizens of Norman approved a five-dollar per month sewer maintenance fee to provide for the systematic replacement of aged and deteriorating neighborhood sewer lines. The Sewer Maintenance Project FYE 2024 (SMP-24) study area is generally bounded by Lindsey Street and Alameda Street and 12th Ave SE and 24th Avenue SE. Project will replace approximately 32,000 LF of 8" and 12" sanitary sewer lines using pipe-bursting techniques and/or cast-in-place pipe lining techniques along with rehabilitation or replacement of 130 manholes.

On August 14, 2025, proposals were received for the design of SMP-19, and, on September 15, 2025, the Norman Utilities Authority Evaluation Committee met and completed evaluation of the proposals. The committee selected Cowan Group (Cowan) of Oklahoma City, OK as the best design engineer for the project, and Cowan was informed on October 1, 2025. A to discuss project scope with Cowan in November 2025 and a draft scope and fee should be submitted for NUA consideration in January 2026. An engineering contract should be ready to present to City Council for approval in February 2026. Schedule for design, bidding and construction will be formalized as part of negotiations with Cowan on engineering contract.

Engineer: Cowan Group (TBD)

Lift Station D Condition Assessment (WW0344): The City of Norman wastewater collection is composed of two major sewersheds due to the ridge along the north side of the City which separates the Little River and South Canadian River sewersheds. Wastewater in the South Canadian River sewershed is conveyed by sewer interceptors directly to the Norman Water Reclamation Facility (WRF). Wastewater flows from the Little River sewershed are conveyed by interceptors to Lift Station D which pumps flow into a force main, which, in turn, drains into adequately sized interceptors which then flow to WRF.

In recent years, Lift Station D has been experiencing decreasing levels of service, and due to its critical role in Norman's wastewater collection system, Utilities Department proposes to have an engineer complete a thorough condition assessment of all systems and equipment in the Lift Station and make prioritized recommendations for necessary repairs. For this reason, RFP-2526-8 was issued requesting proposals from engineers to perform this assessment. On August 14, 2025, proposals were received, and, on September 15, 2025, the Norman Utilities Authority Evaluation Committee convened to complete evaluation of those proposals. The committee selected Garver of Norman, Oklahoma as the best design engineer for the project. Garver was informed of their selection on October 1, 2025, and a meeting to review the proposed contract scope convened on October 21, 2025. Contract negotiations are ongoing and it is expected that a contract will be ready to present to City Council for approval in January 2026. A more detailed schedule for the project will be formalized as part of contract negotiations.

Engineer: Garver (TBD)

WRF Digester #3 Roof Replacement (WW0336): The existing roof for Digester 3 has reached the end of its useful life and has experienced high rates of failure that warrant a project to upgrade the existing facility. Funding in FYE 24 is for an evaluation of Digester 3 and the roof. Future funding will be used to upgrade and rehabilitate the digester to extend the useful life of the asset. The operating impact of this project is that a full rehabilitation or replacement of the digester roof will more efficiently use funds rather than reactively repairing the roof when it fails.

As of May 2024, there will no longer be an exterior plate of metal welded over the leak in the roof of the digester due to safety concerns with respect to the gases escaping the leak. Garver, a consulting engineering firm, is preparing a work order for the internal assessment of the digester.

As of July 2024, the contractor onsite cleaning out another digester will be moving on to removing solids from the storm holding pond at the WRF after the current project, as they were the winning bidder for that project. In June 2024, we were going to solicit a quote for cleaning out Digester #3 after their current project concluded (cleaning out the digester they were originally contracted to clean). This Digester #3 cleanout would have been followed by an internal assessment of the structure's floating roof.

Instead, the WRF has hired staff who are experienced in welding. To save significant costs, we are currently developing a plan to drain the digester over the course of a week. Once the digester is drained, a minimum of two hydrogen sulfide and methane gas detectors (one interior near the proposed welding area and one exterior near the proposed welding area) would be placed as a safety precaution prior to any welding. Once the weld site is deemed safe from hazardous gases, WRF staff would then weld a steel plate on the exterior of the floating roof's crack to seal the roof again. Sealing the roof would allow for it to be repressurized and "float" once again.

This would be considered a temporary solution with an anticipated lifespan through 2028, when it is anticipated that more funds will be available to develop a more permanent solution, such as a roof replacement.

Following CIP discussions in January 2025, Digester #3 has been moved ahead of Digester #1 in digester cleanout projects. Digester #3 will be cleaned out as early as July 2025 for internal structural assessment of the digester and its roof, as well as to prepare the interior portion of the roof for a temporary fix. July 2025 is the beginning of FY 2026, which is when the next digester cleanout is scheduled. The temporary fix will be welding a metal plate over the exterior portion of the crack in the roof. The permanent roof replacement will likely happen in 2028 when more funds are available for the WRF to execute the full replacement for this CIP project. No changes were made in February with regard to executing the repair. Digester #3 will be cleaned out instead of Digester #1 as early as July. It will not happen earlier than July as the next digester cleanout project is budgeted for FY 26.

In April 2025, a scope and fee for the condition assessment of Digester No. 3's roof was received from Garver. The condition assessment includes an internal visual assessment of the digester roof, and will be used to determine the extent of the repair required.

At the start of FY26, WRF staff will begin preparing for the digester cleanout capital project. During this period, Garver's assessment scope will be finalized and they will be prepared for the internal assessment after the digester is cleaned out.

Bid opening for Digester No. 3 Cleanout occurred on October 2, 2025. Hodges Farms & Dredging, LLC was the lowest bidder at \$444,000.

In October 2025, WRF staff investigated methods and processes to reduce the costs of present and future digester cleanouts. For this project, Hodges can install geotubes on the WRF berms to further dewater biosolids (decreasing weight and hauling costs), and WRF staff will investigate draining the digester as much as possible to reduce the volume of biosolids that needs to be cleaned out of the digester.

In November 2025, WRF staff furthered their efforts to reduce the cost of the Digester No. 3 cleanout project by draining as much of the digester's contents as possible. This reduced the volume of biosolids to be removed from the digester from 800,000 gallons to 500,000 gallons. Attempts were made to drain additional material. However, the remaining biosolids were too viscous to drain further.

It is anticipated that WRF or line maintenance staff will attempt to use wash water to break-up the remaining biosolids in the digester and drain them. The project will then be re-bid without the need to remove such a large volume of

biosolids, which is the primary cost driver for this project. This is expected to bring this project's expenses more in-line with previous digester cleanout projects.

Engineer: Garver – On-Call services

Sewer Maintenance Project FYE18 (WW0316): Annual project will replace about 27,800 feet of deteriorated sewer lines with High Density Polyethylene (HDPE) pipe and rehabilitate or replace about 108 manholes. Project area is bounded by Westbrook Terrace to the north, McGee to the west, Highway 9 to the south and Berry Road to the east.

From an email from Parkhill on 12-05-24 the preliminary SMP-18 plans for review are expected before January 1, 2025.

NUA staff had a meeting with the new engineering team assigned to this project at Parkhill on January 30, 2025. From this meeting, plans are expected to be in-hand by mid-February 2025.

Final plans to be in hand on November 17, 2025. Bidding documents to be compiled and advertised in November 2025.

In December 2025, final plans were received, but one sheet still required editing by Parkhill. The specifications for this project are being reviewed by NUA staff, so bid documents can be prepared quickly following receipt and approval of the final plans. Bidding advertisement for this project is anticipated in January 2026.

Engineer: Staff with assistance from Lemke Surveying

Water Reclamation Facility (WRF) PFAS and Microplastics Fate and Transport: New regulations for PFAS are being promulgated by the EPA for drinking water but future regulations for wastewater effluent and biosolids are envisioned as well. To get information ahead of future rules for wastewater, this project will sample for PFAS and microplastics at locations throughout the WRF to determine levels through each process, PFAS formation or removal, and percentages of materials within liquid effluent or biosolids. Funding for this work will be from a loan from the Oklahoma Water Resources Board with 100 percent loan forgiveness (i.e., no ratepayer funds to be used).

The project Kickoff Meeting occurred 7/11/24 at the WRF. Garver to develop a sampling plan based on data received by WRF staff. NUA is also holding meetings with the USGS in August and September to explore additional CEC sampling at no cost to the NUA.

As of the end of November 2024, the sampling plan is in development. Equipment for the biosolids holding bins and plumbing to be acquired in February, after sampling plan review.

In August, NUA staff organized a meeting with USGS Research Hydrologists Michelle Lorah and Jason Masoner, and OU Professor of Civil Engineering and Environmental Sciences Bob Nairn regarding sampling.

As of December 2024, the WRF land application permit and soil testing is being reviewed by Garver to begin finalizing the sampling plan. A review of sampling needs will take place in January 2025.

An onsite meeting with Garver was conducted in January 2025. During this meeting, Garver announced plans to conduct baseline sampling for the liquid and solid treatment trains at the WRF in February 2025. Also occurring in February 2025, NUA staff will begin mixing biosolids and yard clippings to create Class-A compost, specifically for use in the biosolids troughs that will be created and regularly sampled throughout the duration of this project.

Delays in receiving sampling bottles have pushed sampling of the liquid and solid treatment trains to mid April. Materials for the class-A compost sampling troughs are being procured as the compost develops.

Initial sampling of the solid and liquid trains began in late April and is expected to conclude in May. The Class-A compost being developed for this project is near completion and should be fully developed by the end of May, which is also when the equipment for the Class-A compost troughs is expected to arrive on-site.

The initial sampling is expected to conclude in June with sampling of the solids treatment train. Delivery of materials for construction of the pilot beds is also expected in the month of June 2025.

Delivery of materials has started at the WRF, and the experimental troughs are expected to be completed by the end of July. Sampling to begin after the bins have been constructed.

As of September, results from sampling the solids/liquids treatment trains are still under analysis at Eurofins and the University of Oklahoma. The experimental troughs are assembled, and dry/wet sampling of the troughs will begin in October.

Regular sampling of the experimental troughs has begun and is ongoing. If the weather is unexpectedly dry throughout the Winter and Spring, potable water will be used to simulate rain events, in an effort to sample runoff and leachate.

In November 2025, initial sampling results for PFOS constituents and micro plastics were received. Garver is compiling the data and will present the initial findings in December 2025.

In December 2025, Garver shared their initial findings and suggested that several points in the solids treatment train should be resampled. This was suggested as their initial sampling run of the solids treatment train was concurrent with the installation of new dewatering equipment, and the samples taken at that time are not representative of the current day-to-day operations of the dewatering process. The new samples of the solids train will be taken in January 2026.

Engineer: Garver (Bryce Callies)

Water Reclamation Facility (WRF) Aeration Blower Replacements: The WRF has been in need of replacing two turbo blowers and outdated centrifugal blowers that supply the aeration basin with air for multiple years. The current turbo blowers have significant issues operating during the hottest portion of the year, and their replacements are already on-site. It is expected for the winning contractor to quickly install the new turbo blowers, but it could take upwards of a year or more to procure the other centrifugal blowers being replaced. This project also includes intake improvements for the turbo blowers and point repairs for leaks along the aeration main. Garver is the consultant on this project, and as of May 30 2024 bid opening, Crossland Heavy submitted the lowest bid, but bid award is still pending review.

In June 2024, EPA funding was authorized for this project. The authorization of the funding source is significant as this project must now meet all of the EPA requirements for funding. The project was bid with anticipation of using these funds, and now that funding is secured the project may proceed as anticipated.

Preconstruction meeting occurred on July 30, 2024 at the WRF. Crossland Construction Contractors produced a schedule of work beginning in late Fall for the install of the Turbo Blowers. Lead times for electrical components for the centrifugal blowers are a driving factor for their installation not beginning until Winter of 2025. Crossland will be onsite at the WRF in August to verify measurements and confirm their construction sequence planning.

As of August 2024, installation of the turbo blowers is expected to begin in late November or early December in 2024.

This project is expected to be funded with EPA funds and a Resolution before the Norman City Council on October 8, 2024 will be presented to convert this project to be fully funded by the EPA (80% EPA, 20% City fund match required).

On October 14, 2024 Crossland Heavy repaired the leak in the blower main line, which was a base bid item. This was originally expected to be done in November, and this expedient repair has put them ahead of schedule. Crossland is currently working on removal and replacement of the first turbo blower, which may be completed in November instead of December.

As of the end of November 2024, the first turbo blower has been placed on its concrete pedestal and delays in electrical equipment has prevented finalization of the installation of the blower. Even with this delay, the project is still expected to be on schedule, with both turbo blowers installed by the end of February 2025.

As of December 2024, the project has experienced no further delays and the first turbo blower is still on pace to have its installation completed by the end of February 2025.

As of January 2025, the complete installation of the first turbo blower and WRF staff blower training is expected to occur in mid to late February 2025.

As of March 2025, installation of Turbo Blower No. 5 is nearly complete. Turbo Blowers No. 5 and 6 will be tied into the WRF's Supervisory Control and Data Acquisition System (SCADA) in April 2025, and will be followed by testing, training, and then release.

As of April 2025, the network tie-in of Turbo Blowers No. 5 and 6 require an additional site visit from Atlas Copco complete the work. Once this work is performed, Garver will then perform a site visit to connect Turbo Blowers No. 5 and 6 to the WRF's SCADA system.

Atlas Copco performed their final site visit in May, and Garver is expected to complete the SCADA Integration in June 2025. Final commissioning of the turbo blowers is expected to be done following this integration.

The centrifugal blowers are expected to be delivered in late July or early August. In the meantime, Crossland Heavy and Atlas Copco are working on adjusting the automated controls for the turbo blowers to fit WRF staff needs.

At the end of July 2025, Atlas Copco was procuring a new Rover for the aeration blowers at the WRF. The Rover will collect operational and system data of the blowers, which will then be used to diagnose and resolve existing issues with automation of the new turbo blowers.

As of August 29, 2025. Atlas Copco will be sending personnel to the WRF to resolve the automation control issues before mid September. VFDs for the centrifugal blowers nos. 1, 2, 3, and 4 have been received and VFD installation will begin on centrifugal blowers no. 1 and 2 in early September.

The issues with the turbo blower automation controls were resolved in September, and both turbo blowers are now fully installed and functioning properly. The centrifugal blower delivery has been delayed until October 28th. Install of the centrifugal blowers will begin once they arrive.

The centrifugal blowers arrived in late October and installation began in early November. The week of November 17, 2025 WRF staff will be trained on the use of the new centrifugal blowers.

In late November 2025, Centrifugal Blower No. 1 and 2 were installed. Centrifugal Blowers No. 3 and 4 will be installed in December, while training for the new blowers will be conducted in early January.

In December 2025, Centrifugal Blowers No. 3 and 4 were installed. The controls for the Centrifugal Blowers and their compatibility with the new Turbo Blowers will be finalized in January, followed by WRF staff training.

Engineer: Garver (Michael Nguyen)

Ashton Grove Lift Station Basin Study (WW0341): On April 9, 2024, the Norman Utilities Authority approved Contract K-2324-168 with Dukes Root Control, Inc. for \$118,794.72 to assess sewer line conditions in the Ashton Grove Lift Station Basin, located east of 48th Avenue NW and south of West Rock Creek Road. The study includes several forms of assessment, including utilizing a sewer line rapid assessment tool (SLRAT) for line assessment, manhole inspections, and flow tracking using 36 iTrackers to be placed in manholes throughout the project area. All assessments and field work completed in May 2024. During the 60-day iTracker period, the City has experienced several heavy rainfall events and will only need a 60-day period for the study instead of a 90-day period to gather sufficient inflow data.

As of July 18, all field work has been completed and iTrackers collected. Project report anticipated in late August or early September.

As of August 2024, deliverables are expected in early September with a follow-up deliverables presentation by Duke's soon after in September.

Deliverables presentation occurred on September 24, 2024. Deliverables presentation included SLRAT, manhole inspection, and iTracker results. City Staff to review deliverables and identify future actions for identified problem areas in October 2024.

During the Southwest American Water Works Association Conference, Peter met with Brian Conroy from Duke's in regard to inadequate data produced from several iTrackers in the project period. A follow-up meeting will be held in November to discuss what Duke's will do to resolve the gap in data.

Following discussion with Duke's staff, NUA produced a spreadsheet detailing the data issues with specific iTracker units. A follow-up meeting will be held with Duke's to determine how this issue may be compensated.

In a discussion regarding the meeting needs, a discrepancy between the Duke's iTracker flow out of the Ashton Grove Basin and NUA flow monitoring devices very near to the Ashton Grove Basin was discussed. The NUA flow values are to be given to Duke's for their evaluation and included in a January 2025 meeting.

Following the January 2025 meeting, Duke's reviewed the provided flow data and requested a February follow-up meeting so they can provide more details on the data provided and the study's performance. The goal of a more detailed data analysis is to identify specific areas in Ashton Grove for smoke testing to detect infiltration and inflow issues.

In the second meeting with Duke's they identified two keys areas that are candidates for smoke testing.

Duke's will perform smoke testing in the Ashton Grove area in late October 2025. The smoke testing will cover 10,000 linear feet of sanitary sewer line and will be focused on areas identified as having potential infiltration and inflow issues from the basin study.

The smoke testing was performed and completed on October 22, 2025. Duke's will transmit deliverables for the smoke testing on November 17, 2025. Deliverables will include any defects found and noted during the smoke testing.

Following the November deliverables meeting with Duke's, NUA staff requested a technical follow-up meeting to further discuss the severity of the defects found during smoke testing. This meeting will occur in December 2025.

The technical follow-up did not happen in December 2025 due to scheduling conflicts, and it is anticipated to occur in January or February 2026.

SE Norman Lift Station Payback (WW0306): Staff has recently updated the wastewater model to project flows generated from full build-out of the Destin Landing Development in SE Norman. A series of interceptors as well as one large lift station with flow equalization can eliminate one existing and three proposed lift stations in southeast Norman. This project will estimate project costs, assign wastewater generation estimates to undeveloped properties to be serviced, and prorate payback costs per parcel based on wastewater generation projections. Developers might initially fund the lift station and/or the NUA with a portion of the funding paid back as additional areas develop. RFP issued 06/12/18 for this work with proposals due 07/15/18. On 08/07/18, staff selected Search, Inc. to prepare the sewer service area study and evaluate its potential as a payback project. This project was placed on hold while staff worked through the AIM Comprehensive Land Use Plan and associated wastewater master plan. With the completion of these efforts, staff will begin to incorporate the new projects into the long-term capital plan.

Bishop Creek Interceptor Project (WW0174): Project will replace or parallel approximately 20,600 feet of existing sewer interceptors in the in the Bishop Creek wastewater basin to accommodate the full build-out wastewater flows. The project area generally lies between Highway 9 and Constitution and between Jenkins and Classen Boulevard. This project was placed on hold while staff worked through the AIM Comprehensive Land Use Plan and associated wastewater master plan. With the completion of these efforts, staff will begin to incorporate the new projects into the long-term capital plan.

WATER PROJECTS:

Robinson Water Line: 24th Ave NE to 12th Ave NE (WA0242) – Jacobs Engineering was selected as the consultant for the 30-inch water line project from 24thAve NE to 12thAve NE. The contract was approved by NUA on November 26, 2019, and project kickoff meeting was held January 14th, 2020. On May 6, 2020, a preliminary plan review meeting convened with NUA and Jacobs staff in attendance, and updated preliminary plans were approved in August 2020. In February 2021, 65% plans and specifications were submitted, and, after review by NUA and additional investigations by Jacobs, the 65% plans were approved in late 2021 with a revised alignment that included 900 LF of pipeline being installed in the southernmost traffic lane of E. Robinson Avenue.

During April 2022, the decision was made to defer construction on this project until at least Fiscal Year 2023/24. From that point, it was agreed that Jacobs could schedule final design work and easement acquisition at a pace intended to

synchronize completion of final design, receipt of permit, and purchase of all easements with this revised construction schedule. However, Jacobs encountered issues with their chosen alignment, largely associated with a previously-identified and currently-unused OG&E easement along Robinson Avenue in front of large, adjacent properties owned by the United States Department of Veterans Affairs and J.D. McCarty. OG&E has now given formal authorization for Norman Utilities to encroach on their easement as needed for this project so preparation of final plans and easement acquisitions can now proceed.

Due to the critical nature of the project and the delayed progress in finalizing design for bid, meetings convened between NUA and Jacobs on January 6 and February 20, 2025. In these meetings, Jacobs and NUA committed to close coordination and working together toward the goal of completing final design as well as obtaining easements and permits in order to advertise the project in Summer of 2025. During April 2025, engineering and line maintenance staff reviewed current design documents, walked the alignment, and convened a review meeting on April 18, 2025. The major recommendation arising from this review was to move as much of the alignment as practical and acceptable into Robinson Avenue. As a result, a meeting convened with Norman Utilities Engineering, Utilities Line Maintenance and Public Works staff on June 26, 2025, and Public Works staff approved moving alignment into Robinson. Immediately following the meeting, Norman Utilities Department's final comments on drawings (which included a new alignment largely in Robinson) were forwarded to Jacobs. During the month of October, Jacobs submitted a proposed Contract Amendment for Norman Utilities' consideration. The initial proposal was rejected but negotiations are ongoing. Contract Amendment should be negotiated and ready for presentation to City Council for Approval no later than February 2026.

Schedule may be revised in a more formal manner as part of any amendment with Jacobs, but tentatively, project should be ready for bid by summer 2026 and construction would then commence by late summer 2026. Work should be complete during the second quarter of 2027.

Engineer: Jacobs Engineering (Lisa Cox, PE)

Robinson Water Line: 12thAve NE to Porter (WA0242 – Phase V) – On August 14, 2025, Proposals were received for Project WA0242, Phase V and Phase VI, the final two segments of the Robinson Avenue 30" Water Line, which, upon completion, will increase transmission capacity between the Norman WTP and the west side of Norman. On September 15, 2025, the Norman Utilities Authority Evaluation Committee convened to complete evaluation of the proposals. The committee selected Ardurra of Oklahoma City, OK as the best design engineer for the Phase V, 12th Ave NE to Porter segment. During October 2025, a meeting to discuss contract scope convened, and an initial scope and budget proposal was received in late December 2025. Negotiations should be complete and engineering contract ready to present to City Council for approval in February 2026. Schedule for design, bidding and construction will be formalized as part of negotiations.

Engineer: Ardurra (TBD)

Various Urban Area Water Line Replacements (WA0381): On August 14, 2025, Proposals were received for Project WA0381, Various Urban Area Water Line Replacements, which consists of the replacement of approximately 3,200 LF of 6" and 8" water lines that have reached the end of their useful lives and the replacement of lead service lines. On September 15, 2025, the Norman Utilities Authority Evaluation Committee convened to complete evaluation of those proposals. The committee selected Parkhill of Oklahoma City, OK as the best design engineer for the project. Parkhill was informed of their acceptance on October 1, 2025. A scoping meeting convened on October 14, 2025 and Parkhill submitted a first draft of their proposed cost and scope on October 17, 2025. During the month of December 2025, contract negotiations continued, and an engineering contract should be ready to present to City Council for approval in January 2026. Schedule for design, bidding and construction will be formalized as part of negotiations.

Engineer: Parkhill (Sara Senyondo)

Westwood Estates Water Line Replacements (WA0387): On August 14, 2025, Proposals were received for Project WA0387, Westwood Estates Water Line Replacements, which consists of the replacement of approximately 10,000 LF of 6" and 8" water lines that have reached the end of their useful lives and replacement of lead service lines in Westwood Estates east of 24th Ave between Crestmont and Dakota. On September 15, 2025, the Norman Utilities Authority Evaluation Committee convened to complete evaluation of those proposals. The committee selected Benham of Oklahoma City, OK as the best design engineer for the project. Benham was informed of their acceptance on October 1, 2025, and a scoping meeting convened November 14, 2025. During the month of December, Benham asked

additional scoping questions as they prepared their initial scope and fee submission. An initial submission is expected during January 2026 and a negotiated contract should be ready to present to City Council for approval in February or March 2026. Schedule for design, bidding and construction will be formalized as part of negotiations.
Engineer: Benham (TBD)

Carter Avenue Area Water Line Replacements (WA0388): On August 14, 2025, Proposals were received for Project WA0388, Carter Avenue Area Water Line Replacements, which consists of approximately 5,300 LF of 6" and 12" water lines that have reached the end of their useful lives and replacement of lead service lines along and adjacent to Carter Avenue between Acres and Robinson. On September 15, 2025, the Norman Utilities Authority Evaluation Committee convened to complete evaluation of those proposals. The committee selected Halff of Oklahoma City, OK as the best design engineer for the project. Halff was informed of their acceptance on October 1, 2025, and a meeting convened in October to discuss project scope. An initial scope and fee proposal was submitted for review in December 2026 and contract negotiations are ongoing. An engineering contract should be ready to present to City Council for approval in February or March 2026. Schedule for design, bidding and construction will be formalized as part of negotiations.

Engineer: Halff (TBD)

Tecumseh Water Line Replacement (WA0380): The existing 24-inch water line along Tecumseh Road is a vital component of the Norman water distribution system. The crossing of Interstate 35 is a portion that is extremely deep and is not able to be worked on by City staff due to this depth. This project will replace the pipe generally from Flood Avenue to Journey Parkway to provide more reliable and maintainable water service to the area and for transmission of water under Interstate 35. This project will also replace several ductile iron laterals along this corridor. Contract was executed on February 27, 2024. Proposed alignment was reviewed and comments sent back to Plummer in May 2024. Next steps are to meet with Public Works on the timing of Tecumseh Road Widening Project from 24th to Flood, in an effort to determine the best window to replace the waterline along that section of road.

A meeting with ODOT occurred in June 2024, with ODOT accepting the proposed alignment. The next steps in this project are to execute the alignment survey and begin geotechnical assessment of the soil near I-35.

As of July 2024, the alignment survey is to be scheduled in September, with 30% plan development to follow the survey.

The alignment survey was completed in September 2024, and the 30% plans are currently in development. The survey yielded no unexpected findings.

In October 2024, Peter was informed that the Plummer engineers on the project, Alan Swartz and Tayler Kent, were leaving Plummer. A follow-up meeting was held to discuss the status of the project, and Robert Weinert, the engineer replacing Alan Swartz as the lead was introduced. Robert is a seasoned engineer and has worked on large projects for NUA in the past (Robinson Phase I and II WL Replacement).

A technical memorandum is expected in late November, with the 30% plans pushed back to early December.

The technical memorandum was received in December with 35% plans, and is being reviewed by NUA staff.

As of January 2025, the 35% plans are still under review. Utilities staff met with Public Works in February 2025 to ensure there are no future conflicts with projects Public Works has planned in the same area.

NUA staff to meet with Plummer in early April to review Plummer's response to NUA's comments on 30% plans. Following this meeting, Plummer will begin working on 60% plan set.

As of April 2025, Plummer continues to work on the 60% plans.

In late May 2025, Utilities staff received the final Technical Memorandum from Plummer. 60% plans are expected in June or July 2025.

Plummer provided an update at the end of January to let City Staff know that the 65% and the subsequent 95% plans will be completed by July or late August.

NUA staff met with Plummer engineers on August 15, 2025 about finalizing the 65% plans. Plans are expected in September.

In September 2025, the need for additional survey along the I-35 crossing was identified. Plummer will perform the additional survey work, as well as procure easement documentation for two buildings in the project alignment under an amendment for this project that will be executed in November 2025.

The amendment for additional survey was approved in the November 25, 2025 City Council Meeting. Plummer will now conduct the additional survey, and procure the easement documentation for the two buildings in the project alignment.

In December 2025, Plummer continued to develop the 65% plans and has proceeded with the additional survey amendment. 65% plans are anticipated in the first quarter of 2026.

Engineer: Plummer (*Robert Weinert*)

Danfield Water Line Replacement (WA0379): This project will replace the existing 6 and 8-inch lines running along Danfield from where it intersects Brookhaven Blvd on the south the north to where it intersects the same street to the north. The existing lines are ductile iron pipe that are 40-50 years old and have experienced a significant amount of corrosion that have impacted water service to the development. The project is approximately 4,000 linear feet. The final design will also include waterline replacement of all five cul-de-sacs located in this section of Danfield. As of the first week in February, design for the Master Alignment has been completed. As of the first week in March 2024, design is underway. Design phase completion is expected in late April 2024. Follow-up with Parkhill on May 7, 2024 has design phase expected completion on May 17.

Plans were received on Monday October 7, 2024 and are currently under review by Norman Utilities Staff.

Staff has completed review of plans and bid documents are being prepared while Parkhill addresses NUA comments on the design.

From a 12-5-24 update email, NUA expects to receive the completed plans by January 1, 2025.

The Parkhill engineer on this project has moved to a different company and a meeting with the new project manager at Parkhill will take place in January 2025. As the initial plans were already received by NUA and returned to Parkhill with NUA comments to address, the final plans are expected to come in January or February 2025. NUA staff will meet with the new project manager in January to determine how close Parkhill is to tendering final plans.

During the meeting with the new Parkhill team assigned to this project, Parkhill determined the final plans will be ready by mid-February. Bid specifications are being prepared and bidding is slated to be advertised in March.

Bids were received and opened on May 1, 2025. The lowest bid received was from Southwest Water Works, LLC in the amount of \$1,585,350. The contract is expected to be awarded at the City Council regular meeting on June 10.

Construction to begin on this project on November 12, 2025, and notification of construction work to Brookhaven residents will be sent on October 13, 2025.

Construction began on November 12, 2025, and the project continues to progress as-scheduled.

Construction on this project continued through the month of December 2025 without any significant delays. This project is still progressing as-scheduled.

Engineer: Parkhill (*Sean Price*)

Advanced Metering Infrastructure (WA0351): The City of Norman has an aged water meter population and current and improvement technology have improved such that advanced metering infrastructure would provide significant benefits for the City and its customers. The implementation of this technology will reduce staff requirements for the reading of meters and will ensure more timely and accurate readings. With daily water usage information accessible for staff and the customer, customers will be able to be notified of leaks and better understand how water is used at their property. This will also help with water conservation efforts and billing resolutions. In addition to water metering improvements, the system and technology will also be leveraged to the maximum extent possible for monitoring the water system and other City needs. The consultant has completed the assessment phase of the project. The procurement phase, specifically the generation of the Request for Proposal, began in November. In May 2022, the Bureau of Reclamation notified staff that the City was awarded a \$500,000 grant under the Watersmart program or a \$2,000,000 grant under the Bipartisan Infrastructure Law program. Upon direction from City Council, staff is moving forward with this project to

fully implement the project. Request for Proposal (RFP) 2223-13 was issued on August 25, 2022. Proposals were received. Three vendors were short-listed and interviews were completed November 15-17, 2022. The top-ranked vendor was selected and contract negotiations are underway. A waiver from the BOR was received and the project is now moving forward with contracts awarded on April 9, 2024. The formal implementation kickoff was held in June. Radio network is installed and meters are communicating and reading on the system. Integration work for software is ongoing. Meter upgrades are past 70 percent complete and approximately 30,000 meters have been upgraded to-date. Importing reads into production for billing is ongoing as routes are substantially complete. The Customer Engagement Portal is currently in development but roll-out is being pushed further back to better align with completion of the meter installations.

Consultant: E Source (Alyssa Pourciau)

Well Field Blending and Future Groundwater Treatment Site (WA0214):

This project will determine the best location, layout, and treatment processes for blending and treating the 41 active groundwater wells utilized by the City of Norman. All active wells are currently in compliance with the standards set forth in the Safe Drinking Water Act and Public Water Supply Operations are not required to provide treatment and residual disinfectant under Oklahoma Administrative Code 252:631. However, the NUA also treats and distributes surface water from Lake Thunderbird. Since the water from the surface water source and the groundwater wells is blended in the distribution system piping, ODEQ has indicated that the system will need to be modified such that a minimum disinfectant residual of 1.0 mg/L of total chloramines (NHCL₂) should be found throughout all parts of the system in the future. In addition, maximum contaminant levels (MCLs) of total chromium and arsenic may be lowered by EPA, and a new MCL for hexavalent chromium may be established in the future, thus requiring additional treatment for the groundwater wells. NUA entered into a contract with Carollo Engineering, Inc. on June 22, 2021 in the amount of \$95,090 to develop preliminary layouts for the future build-out of the facility including immediate needs and future treatment processes. The Notice to Proceed date was set for June 29, 2021 and a kick-off meeting and site field investigations are scheduled to be held on July 21, 2021. Staff met with SRB, LLC this month to obtain assistance for acquiring the land needed for the blending location which includes review of property records, survey and map, and negotiation assistance. A Purchase Order was created for \$16,200 for these services, and a 28-acre parcel of land was approved to be purchased by Council on February 22, 2022 in the amount of \$800,000. This 28-acres, which became for sale in 2021, is located near a potential site that was evaluated as being in a more favorable location based on the layout of our wellfield, as indicated by a hydraulic model conducted by Plummer Associates, LLC. A final Technical Memo was received from Carollo in August 2022 and was sent to Plummer. This memo will be utilized by Plummer to determine the layout and modeling needed for the preliminary disinfection system. The engineering contract with Plummer for design of the disinfection system was approved by Council on October 11, 2022 in the amount of \$528,900. Staff had a kick-off meeting on November 1, 2022 with engineers. Staff held the chlorine demand and disinfection byproducts testing on December 19, 2022 at the WTP. No DBPs were detected and demand was very low, as expected. An additional sum of \$49,286 was added to the contract for work needed to improve the design following public comments. The Planning Committee approved the revised platting/zoning for the location. Staff are reviewing the 90% submittal and staff is working on revisions to proposed Amendment 2 of the engineering contract.

Site Evaluation Engineer: Carollo Engineering, Inc. (Tom Crowley & Rebecca Poole)

Land Acquisition: Smith Roberts Baldischwiler (Bryan Mitchell)

Disinfection System Engineer: Plummer Associates (Alan Swartz)

Lead Service Line Inventory and Replacement (WA0384): The recent Lead and Copper Rule Revision will require new measures for utilities to comply with the rule. Specifically included within this proposed funding are 1) Inventory of approximately 5,000 service lines, 2) Distribution of pitchers to 20,000 locations, and 3) testing of 20,000 locations resulting from any disturbance. Costs for the inventory continue until completed. Reduced costs for the pitchers and testing are proposed in later years since the Advanced Water Metering project will be completed. Line Maintenance has continued to complete service line inventories and, based on the results of the surveys and discussions with the ODEQ, the estimated number of unknowns was reduced to approximately 4,500 services. The final inventory was submitted to the DEQ on October 16, 2024. Service line verification was completed for Norman schools and as requested by Voda.AI for their analysis. Updated results from Voda.AI will be received in February.

James Garner Ave Waterline Replacement from Main to Duffy (WA0338): This project will replace the aging 6, 8, 12 and 16-inch waterlines between Main Street and Duffy Street along James Garner Avenue in conjunction with the Public Works Department James Garner Avenue Streetscape project currently being designed by Cowan Group Engineering, LLC. The waterlines in this area are over 50 years old and have experienced failures that disrupt water service and traffic flows. Replacement of these waterlines prior to the surface improvements will ensure good infrastructure and reduce the likelihood that the surface improvements have to be removed and replaced for future water line replacement work. NUA entered into a contract with Cowan Group Engineering, LLC in the amount of \$93,800 on June 22, 2021. A kick-off meeting was held on February 15, 2022 after 60% streetscape plans were completed. Additional items were added to the project so an amendment will be brought to City Council for approval. This project will be completed in combination with the Public Works project to reduce overall restoration costs and impacts to the public. Project was bid but was over budget for the roadway portion of the work. Staff will work to amend the contract with the Engineer to bid the water line portion separately.

Engineer: Cowan Group Engineering, LLC (Jeff Cowan)

Jenkins Avenue Waterline Replacement (WA0353): This project will replace approximately 2,500 feet of existing 6-inch waterline with new 12-inch waterline in concert with the planned widening of Jenkins Avenue through the City of Norman Public Works Department. This project will also design a 1,000-foot extension of the Segment D transmission line recommended by the 2003 water meter plan. In addition, this project will install a non-potable reuse line from Imhoff Road to Constitution Street. Freese and Nichols, Inc. is currently under contract with Public Works to design the widening on Jenkins Avenue and also the intersection improvements at Jenkins Avenue/Constitution Street/Imhoff Street, so staff determined that it would be in the best interest of the NUA to contract with Freese and Nichols, Inc. for this waterline project in order to ensure a cohesive design for both street improvements and the new water lines in this area. The contract with Freese and Nichols was approved by council on April 27, 2021 in the amount of \$95,740. Staff had a project kick-off meeting with engineers on May 27, 2021. Public Works will be combining the waterline work into the ODOT streetscape project. This will save money in restoration costs and allow for a shorter construction period for the entire project. ODOT has bid the project and awarded contract. Water line installation on this project is currently ongoing with all of the 12-inch water line installed from Timberdell to Lindsey. Additional work to be completed will be lowerings and extension of the 24-inch line from Constitution past the proposed traffic circle. Water work is completed to the level it can be until the next phase of the project.

Water Line Desktop Condition Assessment (WA0337): This contract provides for our consultant, Voda.AI, to complete a desktop condition assessment of the water lines within the distribution system. Each segment of water line within the City's database will be evaluated and scored for both likelihood and consequence of failure using information from GIS databases such as pipe age, material, soil conditions, and other factors relevant to pipe reliability. To prove their model's validity for our system, the model will be set up using historical data and the analysis will then be performed and compared against actual results for a test year. Staff have been working with the consultant to provide data and working through data cleanup. Initial results were provided in November. Staff reviewed the information in December and had modifications/corrections. Updated information provided and staff have reviewed the information. The project will be continued for the next 4 years with the information used as an input to identify future projects.

Water Treatment Plant Various Improvements (WA0390): In 2006, the Norman Utilities Authority (NUA) approved a design contract with Carollo Engineers Inc. (Carollo) for design of critical improvements at the Water Treatment Plant (WTP) as well as for the expansion of plant capacity from 14 million gallons per day (MGD) to 17 MGD. This project, Water Treatment Plant Phase I Expansion, was bid in July 2009 and completed in 2011. In 2012, a follow up contract with Carollo was approved for additional critical improvements focused on addressing taste and odor issues at the WTP. The resultant project, Water Treatment Plant Phase II Improvements, was bid in March 2017 and construction was completed in 2020. As part of these two projects, Carollo identified other necessary but less critical upgrades that should be undertaken at the plant. In addition, once the upgraded processes constructed as part of the Phase I and Phase II project were placed into service, other processes in need of upgrade were exposed. As a result, a new project, Project WA0390, Water Treatment Plant Various Improvements, was created to address these various upgrades, which include:

- SCC Clarifier 3 Rehabilitation

- Filter Building HVAC and Roof Rehabilitation
- Ozone System Improvements — Modified monitoring and sampling
- Ozone System Improvements — 2 25-ton chillers
- On-Site Sodium Hypochlorite Generation System Improvements
- Combined Filter Effluent Sample Piping
- Chloramine Improvements
-

Regarding the WTP's SCC Clarifier 3 that is being rehabilitated, Clarifier No. 3 at the Norman Water Reclamation Facility (WRF) is the same model as the SCC Clarifier 3 at the WTP and it is also in need of rehabilitation. Given that the two clarifiers are of the same construction, dimensions and vintage, it made economic sense to include the rehabilitation of WRF Clarifier 3 in this project as well.

In addition, in 2015, Norman voters approved a rate increase to fund improvements to Norman's water supply, including expansion of Norman's well field. In 2016, NUA executed a contract with Carollo to furnish engineering services associated with this well field expansion. The well field expansion project included the evaluation and selection of ten (10) new well sites but, in order to ensure project could be completed within available budget, the original construction project included nine (9) wells and well houses. This project was bid in 2018 and the wells were accepted and placed into service in 2023. The project was completed under budget with sufficient remaining funds to construct the 10th well. For continuity reasons, Carollo will also design the well and well station for this well under this contract with permitting, bidding and construction administration to be performed by City Staff.

NUA has also recently experienced a failure of its Well No. 43. Since Carollo is preparing the design for one well, it made economic sense to also have them prepare a design for a re-drilled Well No. 43 at the same time under this project. As for the well described above, this project will be designed by Carollo with permitting, bidding and construction administration to be performed by City Staff.

Contract K-2526-17 for Carollo in the amount of \$1,271,525 was approved on October 28, 2025. A kickoff meeting convened in November 2025 and design is now ongoing. It is anticipated that two well projects will be ready for bidding the well drilling contract in the spring of 2026 with the pumps, piping and appurtenances to follow later in the year. The WTP Various improvements project is expected to be ready for bid during the summer of 2026 with construction to follow starting in the Fall of 2026 and continuing through 2027.

Engineer: Carollo (Dan Ethington)

SANITATION CAPITAL PROJECTS:

Compost Facility Scale House (SA0019):

This project will modify the existing City compost facility layout located at Bratcher Minor Road, west of Jenkins, to facilitate a more efficient operation for the public and facility, install scales used for weighing large loads of compost, and construction of a modular building with potable water and sanitary sewer for staff in charge of coordinating with customers. This building will also replace the prefabricated building purchased in 2003 that has become severely deteriorated and inadequate. Based on the project scope, staff appointed TriCore Group, LLC as the engineer responsible for design and bidding services. City Council approved the contract with TriCore Group in the amount of \$30,500 on May 11, 2021. Staff met with Engineers on March 4, 2022 to discuss preliminary plans. It was determined that a permanent building be built, rather than a prefabricated building, to better accommodate operations. In order to do this, Engineers had to subcontract an architect for the design of the building. An amendment to the contract for architectural services was approved by Council on April 12, 2022, which increased the cost of engineering services to \$39,000. The engineer requested an increase of \$4,000 to the contract in order to pay for redesign of the architectural plans. Staff is working on revisions to the contract to approve a final contract amount of \$43,000. Staff received final plans and specifications from the engineers on September 6, 2022 and are reviewing before starting the bid process. Planning reviewed the current set of plans and sent their comments on June 23, 2023. These were forwarded to the Engineer for incorporation to the final plan set. A quote for access control and cameras (Convergent) and low voltage (TransTel) was obtained by IT in June. The Engineer sent a revised set of plans this month. Upon review, there are pay items missing for concrete and asphalt work, as well as details and specifications missing for the storm shelter and other important components. Comments from Planning were not incorporated and a revised specifications book has not been sent. Updated plans and specifications are currently being prepared by TriCore. As of the first week in March 2024, City of Norman comments on the plans and specifications are currently being addressed by TriCore prior to entering the bidding phase of this project.

A discussion with Tricore took place on October 2, 2024 and they requested for Norman Utilities Staff to begin compiling bid documents. Bid documents are expected to be completed in November with the bidding process beginning in December. This project doesn't have the same priority as projects with federal or state funding window constraints such as the WRF Aeration Blowers and Biosolids CEC project, or projects that will have a greater impact on Norman residents such as the Danfield WL Replacement and SMP-18, which have all required significant input from the NUA in the period originally designated for producing the bid documents in October.

This project is expected to go out for bid in January or early February 2025. A request was made for Tricore to tender plans to Development Services for review while the bidding documents are finalized and the bidding process begins.

The project went out for bid in January and bid opening will be on March 20, 2025. As of March 2025, received bids are being evaluated before proceeding.

Following the evaluation of bids, Contract and Bonds have been sent to the lowest bidder WL McNatt & Company in the amount of \$1,787,506. This exceeds the budget for this project, and a change order has been negotiated and sent to WL McNatt & Co., reducing the scope of work on this project to bring costs into alignment with budgetary constraints. The contract and change order for this project is expected to be awarded and approved in the last City Council regular meeting in May.

Contract was awarded at the May 27, 2025 City Council Regular Meeting and contract documents signed by CoN personnel were received on June 4, 2025. A preconstruction meeting will be held in June 2025 where a construction schedule will be set.

As of July 2025, submittals are undergoing the approval process with mobilization to follow.

As of October 2025, submittals are being reviewed by City Staff. Construction will not begin until submittals have been reviewed and approved.

As of November 2025, submittals have been reviewed and approved. Work will begin on the compost facility scale house in late November or early December.

The contractor is reviewing the grading plan CAD files before breaking ground on the project. The work will begin the second week of December 2025.

On December 29, 2025 construction began for this project. Construction began with pouring the foundation of the new compost facility building, and the facility has remained open during this portion of the construction.

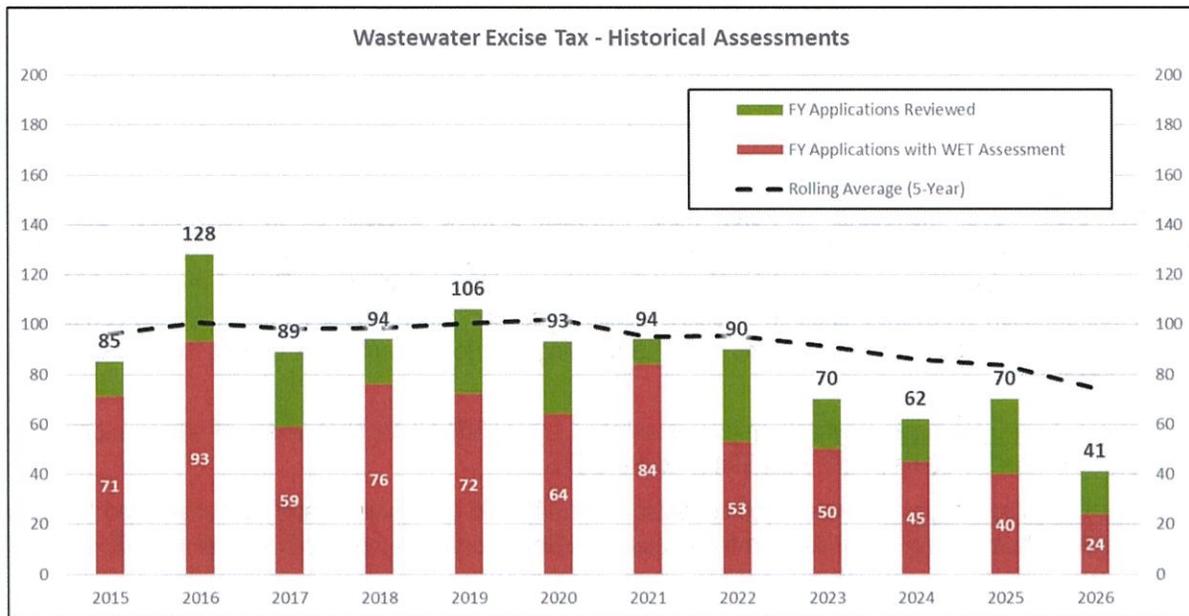
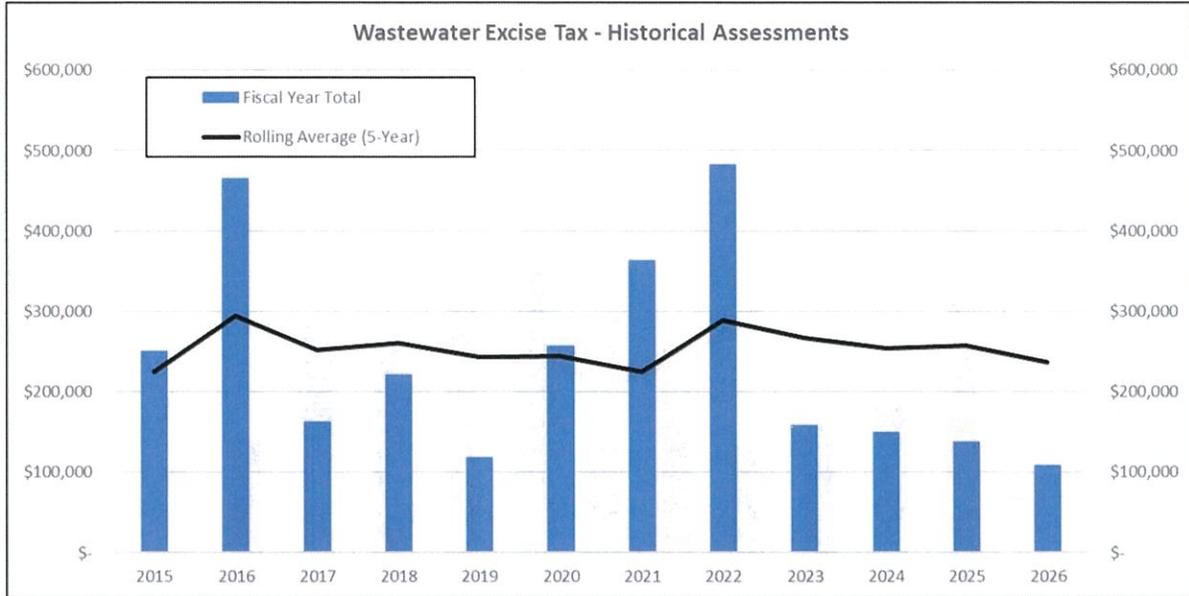
Engineer: TriCore Group, LLC (Greg Vance)

Sanitation Cost-of-Service Study (SA0025): This study will complete a financial evaluation of the Sanitation Fund. Raftelis, who has performed several financial studies for the Utilities Department, was selected to complete this work. Under this contract, Raftelis will evaluate the overall financial condition of the Sanitation fund amidst increasing costs. In summary, this study will develop a financial plan based on historical revenues and anticipated operating and capital expenditures, assess costs for service for various customer classes and services provided to sanitation customers, evaluate the current rate structure and prepare recommended modifications or increases to eliminate customer class subsidies and/or meet requirements for the financial plan; and present information to City Council. Contract was awarded by City Council on January 23, 2024. Raftelis is currently working through the data to ensure that the billing and revenue models are correctly configured.

Wastewater Excise Tax – Non-Residential:

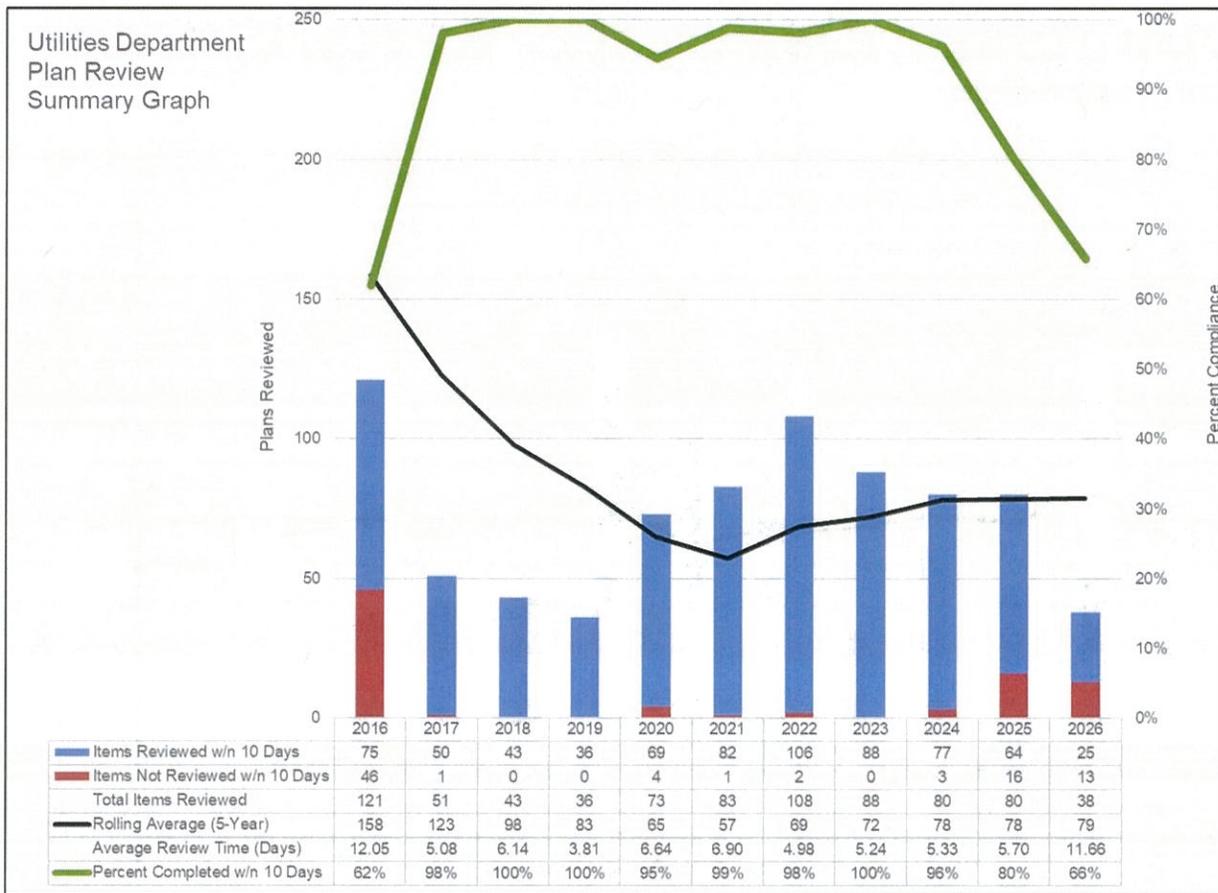
WRF Investment Fee/Wastewater Excise Tax: Staff evaluated the Wastewater Excise Tax on eight commercial entities last month. Five applications were determined to increase wastewater flows over the previous use of the site.

For the fiscal year, 41 commercial properties have been reviewed and a total of \$108,299.47 has been assessed to the entities that will increase wastewater flows for their respective property. Below are graphs showing the amount assessed and the number reviewed.



PLAN REVIEW:

One plan set was reviewed this past month. Staff has reviewed 38 plans for the current fiscal year with an average review time of 11.66 days and with 66 percent of plans reviewed within 10 days



RECOUPMENT PROJECTS:

1. NW Sewer Study: 36th Interceptor & Force Main Payback projects established in 1998/1999: Because of abandonment of Carrington LS, two resolutions reducing number of parcels requiring payback approved 01/10/12. Releases for many properties now served by North interceptor system projects were filed of record in 2012. NUA approved appropriation of payback funds on 12/05/17. Collected payback fees of \$697 for Jolley Addition on 03/23/18. NUA approved appropriation of payback funds 12/10/19 allowing staff to issue payback checks to developers in late December 2019.
2. Sewer Service Area 5 Payback: Payback project established by R-0304-13 for NUA share of sewer improvements along Highway 9 from the Summit Valley Lift Station to the USPS.
3. North Porter Waterline Payback: Payback project established 04/12/05 for 12-inch waterline constructed by Calvary Free Will Baptist Church along Porter Avenue from Tecumseh Road north. Total payback to date is \$0.00 of potential \$61,177.
4. 36th Avenue NW Waterline Payback: Payback project established 08/24/99 for 24-inch waterline along 36th Avenue NW from Tecumseh Road to SE 34th in Moore. Total payback to date is \$65,123.
5. 24th Avenue NW Waterline Payback: Payback project established 04/22/08 for 24-inch waterline along 24th Avenue NW from convention center to Tecumseh Road. Medcore billed \$27,212 on 04/15/20; total payback to date is \$87,074 of original project cost of \$346,134.
6. Post Oak Lift Station Payback: Payback project approved 04/14/09 for sewer and lift station improvements to serve the Links development and other properties in SE Norman. Construction complete and final payback costs approved 01/25/11. Parcel 5 payback of \$15,717.09 paid 12/15/15; total of \$15,717.09 paid to date and will be returned to Links at end of fiscal year. Payback funds returned to Links in January 2018. Links check reissued in July 2019 as previous check was never cashed.

7. Interstate Drive Waterline Payback: NUA approved payback project on 04/22/14 for waterline improvements in University North Park in conjunction with the extension of Interstate Drive. Construction was complete in late 2015. Staff has finalized project costs, payback amounts and the Final Payback resolution approved 12/10/19. Hudiburg Subaru billed \$28,540 on 04/24/20 and UNP was billed \$32,963 for detention pond on 04/24/20.
8. Ruby Grant Waterline Payback: NUA will soon consider a new waterline payback project for waterline improvements along Franklin Road in conjunction with the Ruby Grant Park Improvements. Norman Forward through the Parks Department will fund 50% and the NUA will fund the remaining costs to be paid back over 20 years as property to the north develops. Design plans are complete and project will bid 07/25/19. Ruby Grant Waterline Payback project approved by Council 12/10/19; construction of 12-inch waterline is nearing completion. Battison Honda is considering new development along Interstate Drive north of Franklin Road that will connect to the Ruby Grant Waterline.

Private Water Well Permits Issued

2 water well permits (PWRL202505422 and PRWL2025050323) were issued for the month of December.

**DIVISION OF ENVIRONMENTAL RESILIENCE AND SUSTAINABILITY DECEMBER
2025 SUMMARY**

	MONTHLY	YEAR-TO-DATE
STORMWATER CONSTRUCTION SW		
INSPECTIONS	101	571
ACTIVE SITES	93	558
CITATIONS	0	0
NOVS	0	0
CDOS	0	0
SWOS	0	0
ECPS	2	18

STORMWATER MS4 OPERATIONS		
ACTION CENTER	2	21
PWSTORMWATER	0	1
CALLS	2	19
OTHER	5	65
TOTAL INQUIRIES	9	106
OUTFALL INSPECTIONS	42	49
MCM 5 INSPECTIONS	20	129
MCM 6/P2 INSPECTIONS	0	0

PRETREATMENT/FATS, OILS, AND GREASE (FOG) PROGRAM		
FOG INSPECTIONS	21	146
FOOD LICENSE APPROVAL	1	13
SIU INSPECTIONS	0	17
SIU SITES SAMPLED	0	13
TABLE II MONITORING (%)	0	100
TABLE III MONITORING (%)	0	100

HOUSEHOLD HAZARDOUS WASTE		
HHWF: CARS SERVED	37	439
SWAP SHOP VISITS	4	59
OIL DISPOSED	2100	12908
ANTIFREEZE DISPOSED	0	4140
TIRES DISPOSED	6435	64260
HHW MATERIAL COLLECTED	1481.5	24064.5
E-WASTE: CARS SERVED	0	806
E-WASTE COLLECTED	0	47536
TOTAL CARS SERVED	37	1229
TOTAL MATERIAL COLLECTED	1481.5	71204

REVENUE		
FOG PROGRAM		\$ 550.00
SURCHARGE		\$ 53,989.25
LAB ANALYSIS RECOVERY	\$ -	\$ -
INDUSTRIAL DISCAHRGE PERMIT	\$ -	\$ -
TOTAL	\$ -	\$ 57,271.23

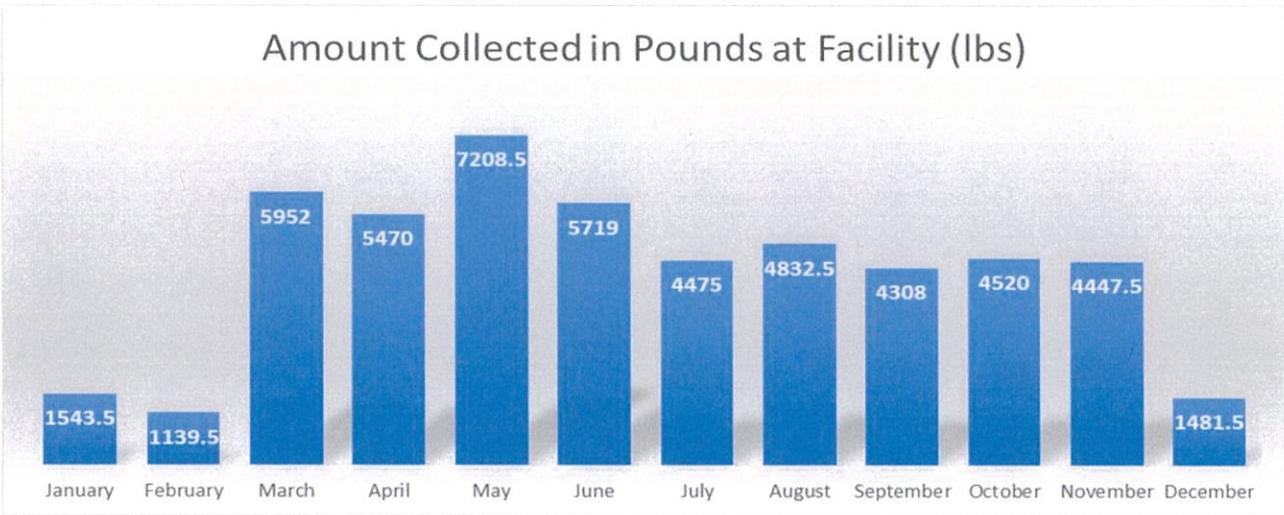
ACTIVITIES				
ECAB				
Provided staff liaison support				
Facilitated Yard by Yard, Composting				
Continued work on meeting about				
Working on short form videos with high schools				
DoERS				
Active participation and facilitation of the AIM Stormwater Committee.				
Active participation on COSWA, OCASA, LTWA, OKRA and IPC - R6 Boards.				
On December 2, Loudenback participated in the Oklahoma Non-point source working group meeting.				
On December 3, Loudenback, Epperson and Gates attended the Governor's Water Conference				
On December 8, Loudenback and Chao met with OU MS4 reps about helping with their permit needs.				
On December 8, the Youth Council met at the HHW Facility to discuss operations there.				
On December 9, Loudenback attended Accelerating NBS in the US				
On December 10, Loudenback and Chao coordinated with Parks on the OMS grant.				
On December 11, Haynes observed OKC's freon-recovery program and learned ways to implement.				
On December 13, Boteler and Billings facilitated Bug Picking and the Bishop Creek group meeting.				
On December 16, Chao and Gates met with Bus' Goats at a few City locations.				
On December 17, OMS grant coordination meeting was held.				
On December 19, Loudenback met with Dr. Wimhurst to discuss ways his class could help City operations.				

Upcoming Events:

March-May Green Norman Eco-bration
3/27/2028 Rain Barrel distribution
4-Apr workshop
11-Apr Big Event
17-Apr Artful Inlets
25-Apr Cleanup Event
26-Apr-26 Earth Day Festival

Upcoming Projects:

Pond retrofit
OMS Pathways grant
E-waste services year-round RFP



CITY OF NORMAN				
DEPARTMENT OF UTILITIES				
LINE MAINTENANCE DIVISION				
MONTHLY PROGRESS REPORT				
WATER MAINTENANCE				
	FYE 2026		FYE 2025	
December 2025	MONTH	YTD	MONTH	YTD
New Meter Sets:	30	187	37	234
Number Short Sets	30	186	37	220
Number Long Sets	0	1	0	14
Average Meter Set Time	6.57	5.70	6.89	6.01
Number of Work Orders:				
Service Calls	431	2,910	509	3,281
Meter Resets	0	3	0	2
Meter Removals	4	40	3	23
Meter Changes	33	124	45	347
Locates Completed	581	3,520	463	3,324
Number of Water Main Breaks	9	83	15	94
Average Time Water Off	1.59	1.84	1.61	1.48
Number of Water Leaks	75	458	33	312
Fire Hydrants:				
New	0	1	0	1
Replaced	2	4	0	5
Maintained	32	426	46	315
Number of Valves Exercised	38	853	82	631
Feet of Main Construction	40	400	0	0
Hours of Main Construction	24	596	0	0
Meter Changeovers	0	4	0	0
OJI's	0	0	0	0
Hours Flushing/Testing New Mains	2.13	154	11	84
Hours Worked Outside of Division	0.00	0.00	0	0

CITY OF NORMAN				
DEPARTMENT OF UTILITIES				
LINE MAINTENANCE DIVISION				
MONTHLY PROGRESS REPORT				
SEWER MAINTENANCE				
December 2025	FYE 2026		FYE 2025	
	MONTH	YTD	MONTH	YTD
Obstructions:				
City Responsibility	2	8	1	8
Property Owner Responsibility	20	107	16	98
TOTAL	22	115	17	106
Number of Feet of Sewer Cleaned:				
Cleaned	64,967	519,617	129,975	652,911
Rodded	5,311	20,262	3,214	17,358
Foamed	0	60,012	0	60,484
SL-RAT	0	5,150	0	2,825
TOTAL	70,278	605,041	133,189	733,578
Sewer Overflows:				
Rainwater	0	0	0	0
Grease/Paper/Roots	2	3	0	1
Obstruction	0	1	0	1
Private	0	4	0	0
Other (Lift Station, Line Break, etc.)	0	0	0	0
Total Overflows	2	8	0	2
Feet of Sewer Lines Televised	29,302	184,727	38,983	239,698
Locates Completed	234	1,685	238	1,667
Manholes:				
Inspected	887	6,837	1,130	7,469
New	0	1	0	0
Raised	8	35	4	16
Repaired	5	19	3	14
Feet of Sewer Lines Replaced/Repaired	4.00	43.50	3	7
Hours Worked at Lift Station	54.51	274.56	68	320
Hours Worked for Other Departments	1.07	18.26	2.03	39.80
OJI's	0	3	0	1
Square Feet of Concrete	0	198	0	0
Average Response Time (Minutes)	24.00	24.31	24.00	22.12
Number of Claims	1.00	0.00	1.00	0.00

City of Norman, Oklahoma
Department of Utilities

Monthly Progress Report
Water Reclamation Facility
December 1-31, 2025
Flow Statistics

	FYE 2026		FYE 2025	
	<u>This Month</u>	<u>YTD</u>	<u>This Month</u>	<u>YTD</u>
Total Influent Flow (M.G.)	304.8	1939.3	308.6	2010.0
Total Effluent Flow (M.G.)	289.5	1826.2	297.3	1936.1
Influent Peak Flow (MGD)	10.8	16.8	11.5	25.0
Effluent Peak Flow (MGD)	9.4	14.0	11.3	24.2
Daily Avg. Influent Flow (MGD)	9.8	10.8	10.0	11.0
Daily Avg. Effluent Flow (MGD)	9.3	10.1	9.6	10.6
Precipitation (inches)	0.0	20.3	4.0	46.7

Discharge Monitoring Report Stats

EPA minimum percentage removal 85%

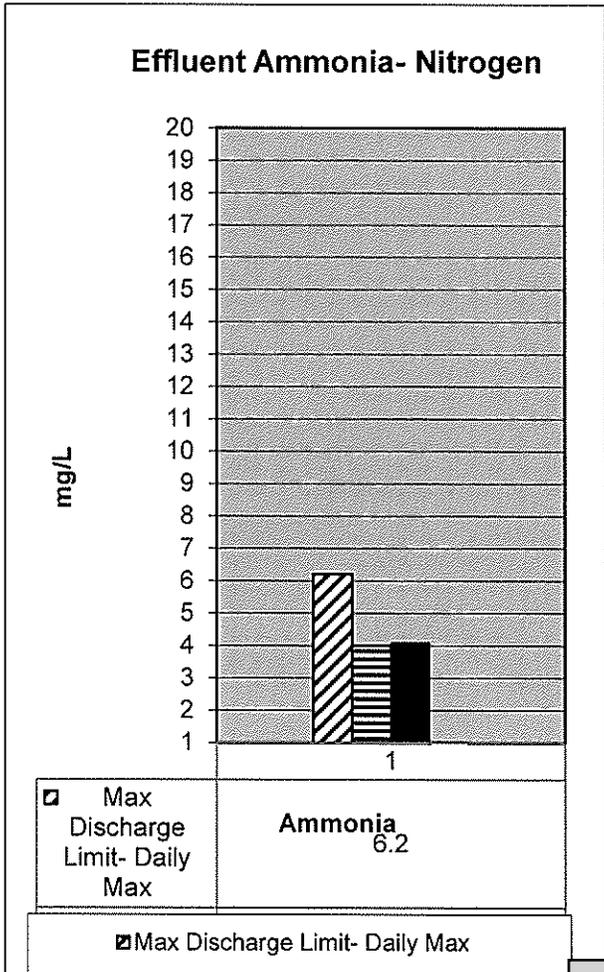
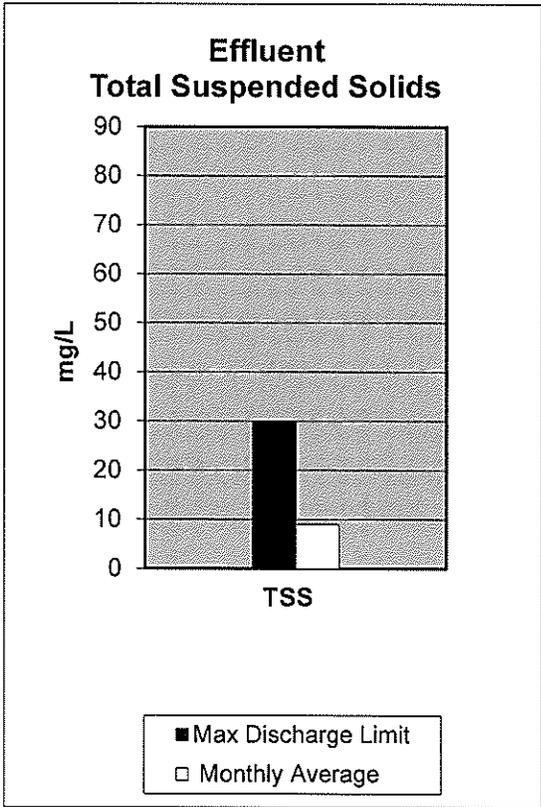
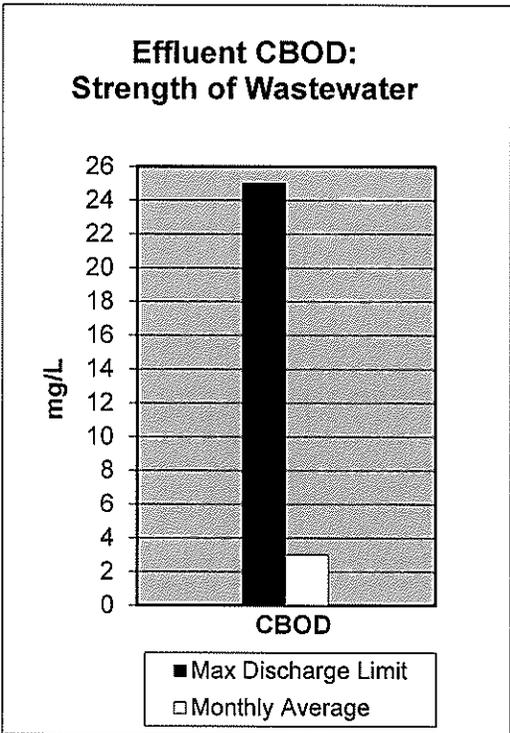
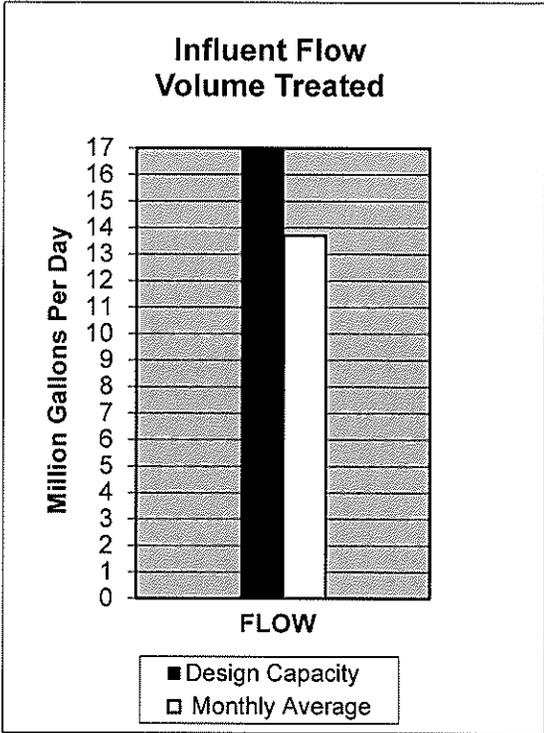
	<u>Avg.</u>	<u>Avg.</u>
5 day BOD:		
Influent Total (mg/l)	184	151
Effluent Carbonaceous Total	2.7	2
Percent Removal	98.5	98.7
Total Suspended Solids:		
Influent (mg/L)	229	195
Effluent (mg/L)	9.5	7
Percent Removal	95.9	96.4
Dissolved Oxygen:		
Influent (min)	1.6	0.6
Effluent (min)	10.1	7.0
pH		
Influent (Low)	6.8	6.8
(High)	7.0	7.1
Effluent (Low)	6.6	6.8
(High)	6.8	7.1
Ammonia Nitrogen		
Influent (mg/L)	40.8	30.5
Effluent (mg/L)	0.9	0.3
Percent Removal	97.8	99.0

Utilities

Electrical				
Total kWh Used (Plant wide)	591,340	2,793,360	553,600	2,924,160
Aeration Blowers	157,500	850,500	131,300	775,300
UV Facility	58,000	400,400	58,800	489,400
Natural Gas				
Total cubic feet/day (plant wide)			624,000	1,970,000
Public Education (Tours)	0	0	0	0
Total Attendees for FYE 26	53		141	

OU Golf Course 2.0 77.5

E.coli geometric mean average for December 2025 47 MPN (Limit is 630)



Comments here

**CITY OF NORMAN, OKLAHOMA
DEPARTMENT OF UTILITIES
MONTHLY PROGRESS REPORT**

WATER TREATMENT DIVISION

MONTH: December-2025

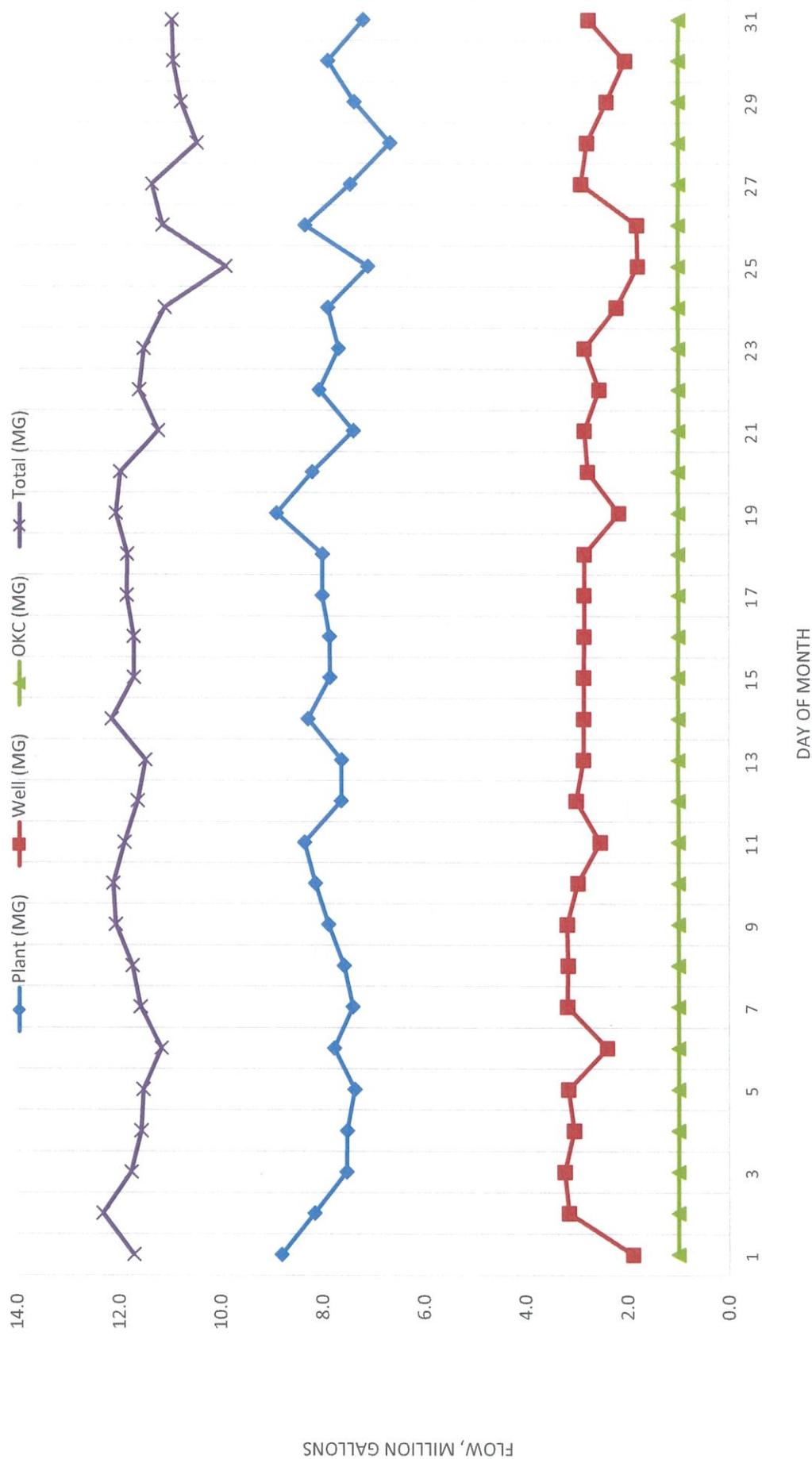
	FYE 2026		FYE 2025	
	<u>This month</u>	<u>Year to date</u>	<u>This month</u>	<u>Year to date</u>
Water Supply				
Plant Production (MG)	242.26	2235.60	295.95	2232.54
Well Production (MG)	84.22	421.27	61.80	607.86
Oklahoma City Water Used (MG)	31.01	183.80	27.54	178.26
Total Water Produced (MG)	357.49	2840.67	385.29	3018.67
Average Daily Production	11.53	15.44	12.43	16.41
Peak Day Demand				
Million Gallons	12.32	21.14	12.45	23.15
Date	12/2/2025	8/18/2025	12/4/2024	8/6/2024
System Capacity (see note 1)	30.34	30.34	30.34	30.34
Demand Above Capacity (Peak Day)	0.00	0.00	0.00	0.00
Note 1: 2024- system capacity updated to reflect actual firm capacity from all sources				
Costs				
Plant	\$716,694.44	\$4,354,427.92	\$694,606.17	\$4,219,370.12
Wells	\$236,036.89	\$1,344,131.42	\$238,929.28	\$1,475,294.02
OKC	\$108,823.09	\$664,476.57	\$89,282.94	\$581,305.26
Total	\$1,061,554.42	\$6,363,035.91	\$1,022,818.39	\$6,275,969.40
Cost per Million Gallons				
Plant	\$2,958.33	\$1,947.77	\$2,347.07	\$1,889.94
Wells	\$2,802.69	\$3,190.64	\$3,865.92	\$2,427.02
OKC	\$3,509.74	\$3,615.29	\$3,241.58	\$3,261.00
Total	\$2,969.49	\$2,239.98	\$2,654.65	\$2,079.05
Water Quality				
Bacterial Samples in Compliance	100	596	100	601
Bacterial Samples out of Compliance	0	16	0	2
Total number of inquiries (Note 2)	0	5	0	9
Total number of complaints (Note 2)	3	24	4	18
Number of complaints per 1000 service connections	0.07	0.58	0.09	0.42
Note 2: Prior to April 2016 complaints and inquiries were grouped together, listed as complaints, and not distinguished.				
Safety				
Hours lost to OJI	0	0	0	0
Hours lost to TTD	0	0	0	0
Total Hours Lost	0	0	0	0
Safety Training Sessions Held	1	7	0	0
Public Education				
Number of tours conducted	0	14	1	10
Number of people on tours	0	187	8	124

Notes:

Lagoon 3 has been cleaned.

Replaced bulbs and seals in UV generator 1.

WATER PRODUCTION FOR DECEMBER 2025



MONTHLY TRANSFER STATION REPORT
December 2025

	TONS PER MONTH	REVENUE PER MONTH
O.U.	406.79	\$23,996.21
STANDARD GATE	690.08	\$75,201.64
RESIDENTIAL	386.27	\$17,971.84
MATTRESS		\$425.00
TOTALS:	1,483.14	\$117,594.69

	MONTH
# OF LOADS TRANSPORTED TO OKC LANDFILL BY TRANSFER STATION TRUCKS.	428.00

# OF TONS TRANSPORTED TO OKC LANDFILL BY TRANSFER STATION TRUCKS.	8136.35
--	---------

# OF LOADS TRANSPORTED TO OKC LANDFILL BY INDIVIDUAL SANITATION TRUCKS.	0.00
--	------

# OF TONS TRANSPORTED TO OKC LANDFILL BY INDIVIDUAL SANITATION TRUCKS:	0.00
---	------

TOTAL LOADS BROUGHT TO LANDFILLS:	428.00
GRAND TOTAL TONS TO LANDFILLS	8,136.35

DISPOSAL COST PER TON (OKC)	\$21.75
TIPPING FEE'S FOR DUMPING AT OKC:	\$176,965.61
GRAND TOTAL TIPPING FEE'S	\$176,965.61

# OF LOADS BROUGHT TO TRANSFER STATION COMMERCIAL SANITATION TRUCKS:	647.00
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# OF TONS BROUGHT TO TRANSFER STATION COMMERCIAL SANITATION TRUCKS:	3817.54
--	---------

# OF LOADS BROUGHT TO TRANSFER STATION RESIDENTIAL SANITATION TRUCKS:	461.00
--	--------

# OF TONS BROUGHT TO TRANSFER STATION RESIDENTIAL SANITATION TRUCKS:	3108.87
---	---------

TOTAL LOADS BROUGHT TO TRANSFER STATION:	1108.00
--	---------

TOTAL TONS BROUGHT TO TRANSFER STATION:	6926.41
---	---------

MISCELLANEOUS TONS BROUGHT BY OTHER DEPTS.:	112.69
---	--------

TOTAL TONS RECEIVED AT TRANSFER STATION	7039.10
---	---------

SANITATION DIVISION PROGRESS REPORT
SUMMARY 2026

	FYE 26	
	MONTH	YR-TO-DATE
<u>Vehicle Accidents</u>	0	6
<u>On The Job Injuries</u>	0	3
<u>Bulk Pickups</u>	52	349
<u>Refuse Complaints</u>	119	681
<u>New Polycarts Requests</u>	58	299
<u>Polycarts Exchanges</u>	4	29
<u>Additional Polycart Requests</u>	151	356
<u>Replaced Stolen Polycarts</u>	17	136
<u>Replaced Damaged Polycarts</u>	18	310
<u>Polycarts Repaired</u>	24	157

COMPOST MONTHLY REPORT

DECEMBER 2025

	<u>MONTH</u>
TONS BROUGHT IN BY COMPOST CREWS:	367.44
LANDFILL TIPPING FEE'S	\$ 21.75
SAVINGS FROM NOT DUMPING AT LANDFILL:	\$ 7,991.82
TONS BROUGHT IN BY PUBLIC:	4,210.00
TONS BROUGHT IN BY CONTRACTORS :	5,136.00
TONS BROUGHT IN BY OTHER CITY DEPARTMENTS:	1,000.00
LANDFILL TIPPING FEE'S	\$ 21.75
SAVINGS FROM NOT DUMPING AT LANDFILL:	\$ 225,025.50
TOTAL SAVINGS FROM NOT DUMPING AT LANDFILL:	\$ 233,017.32
REVENUE COLLECTED FROM COMPOST SALES:	\$240.00
REVENUE COLLECTED FROM GATE SALES:	\$6,420.00
TOTAL TONS COLLECTED	10,713.44

	<u>MULCH CUBIC YDS</u>	<u>COMPOST CUBIC YDS</u>
	<u>MONTH</u>	<u>MONTH</u>
PARKS DEPT.	500	
ROAD & CHANNEL		
LINE MAINTENANCE		
STREET DEPT.		
WATER TREATMENT		
MURPHY PRODUCTS OKC		
SELF LOADING BIN		
DRYING BEDS	1,200	
COMPOST SOLD BY CUBIC YARDS		72
MULCH SOLD BY CUBIC YARDS		
TOTAL:	1,700	72

CURBSIDE MONTHLY RECYCLING REPORT
--

Dec-25

PROGRAM STATISTICS

	AVERAGE MONTH
SET OUT/PARTICIPATION RATE:	98%
AVERAGE TONS PER DAY :	15.72
POUNDS PER HOME:	18.11

COMMODITY BY TON

	% of Total	TONS
ALUMINUM BEVERAGE CAN	2.10%	8.76
#1 PET	5.50%	22.94
NEWS	0.00%	0
GLASS CONTAINERS	5.72%	23.85
MIX PAPER	33.40%	139.28
PLASTIC FILM	0.57%	2.38
#2 NATURAL	0.90%	3.75
#2 COLOR	1.10%	4.59
#3-#7	0.00%	0
METAL	0.82%	3.42
RIGIDS	0.89%	3.71
TIN-STEEL SCRAP	3.30%	13.76
TRASH	28.30%	118.01
OCC	17.40%	72.56
TOTAL	100.00%	417.01

	MONTH
SERVICE CALLS (MISSES)	16
HOUSESIDE	1
REMINDER	0
SCATTERED	0
MISC.	0
REPAIR	8
NEW	36
ADD	1
MISSING	4
EXCHANGE	0
REPLACE	1
PICK UP	18
TOTAL CALLS	85.00

	MONTH
LANDFILL COST AVOIDANCE	\$9,069.97

Drop Center Report December 2025

MONTHLY UNIT PRICES	Revenue per ton	Proc. Fee	LBs Rejected	Tons Rejected	%	LNDFL Fee	Tons Diverted	\$ Diverted
ALUMINUM:	\$950.00	\$0.00	0	0	0%	\$21.75	273.36	\$5,945.58
PLASTICS:	\$0.00	\$0.00						
STEEL CANS:	\$0.00	\$0.00						
MIXED OFFICE PAPER:	\$0.00	\$0.00						
CARDBOARD:	\$20.00	\$0.00						

RECYCLING CENTER DATA:	#9	Westwood	Hollywood	Transfer	Total Tons	PRO/FEE	Revenues	Net
ALUMINUM:	TONS	TONS	TONS	TONS				
	0.45	0.15	0.7	0.05	1.35	\$0.00	\$1,282.50	\$1,282.50
PLASTICS:	3.15	0.8	4.69	0.2	8.84	\$0.00	\$0.00	\$0.00
STEEL CANS:	0.45	0.15	0.7	0.05	1.35	\$0.00	\$0.00	\$0.00
MIXED OFFICE PAPER:	4.37	2.22	6.76	0	13.35	\$0.00	\$0.00	\$0.00
CARDBOARD:	26.04	12.85	31.99	1.51	72.39	\$0.00	\$1,447.80	\$1,447.80
RECYCLING CENTER TOTALS:	34.46	16.17	44.84	1.81	97.28	\$0.00	\$2,730.30	\$2,730.30

Commercial Cardboard Containers	Compactors	Glass
TONS	TONS	TONS
50.66	Revenues \$287.80	22.99

Expenses	Average hrly+ benefits	Cardboard	Occ Compact	MXD Office	Total
Cage Rolloff	54	217.75	10	22	303.75
Labor \$	\$1,446.12	\$5,831.35	\$267.80	\$589.16	\$8,134.43
Vehicle cost	\$267.30	\$0.00	\$49.50	\$108.90	\$425.70

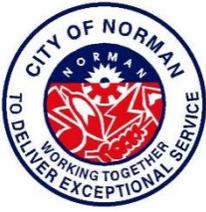
Customer Revenue	\$12,150.38
------------------	-------------

Total All Recycle and Cardboard	Total Cardboard
TONS	TONS
185.32	137.44
Revenues \$4,031.30	Revenues \$2,748.80

Revenue	Income	Expense	Net
	\$16,181.68	\$8,560.13	\$ 7,621.56

File Attachments for Item:

5. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF DECEMBER 31, 2025, AND DIRECTING THE FILING THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/27/2026

REQUESTER: Kim Coffman, Budget Manager

PRESENTER: Kim Coffman, Budget Manager

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF DECEMBER 31, 2025, AND DIRECTING THE FILING THEREOF.

DATE: January 8, 2026
 TO: City Council
 FROM: Clint Mercer, Chief Accountant
 PREPARED BY: Debbie Whitaker, Municipal Accountant III
 SUBJECT: Finance Director's Investment Report

FUND	MONTHLY COMPARISON					ANNUAL COMPARISON				
	MONTHLY BUDGETED INTEREST EARNINGS FYE 26	MONTHLY INTEREST EARNINGS December 2025	MONTHLY % INCREASE (DECREASE)	MONTHLY INTEREST % OF PORTFOLIO HOLDINGS	MONTH-END BALANCE December 2025	MONTHLY % OF PORTFOLIO HOLDINGS	ANNUAL BUDGETED INTEREST EARNINGS FYE26-YTD	INTEREST EARNINGS YTD FYE 26	YTD % INCREASE (DECREASE)	YTD % PORTFOLIO HOLDINGS
GENERAL FUND	\$16,752	\$26,606	58.83%	4.57%	5,790,117	2.58%	\$100,510	\$196,895	95.90%	5.20%
NET REVENUE STABILIZATION	\$4,167	\$15,870	280.88%	2.73%	5,100,047	2.28%	\$25,000	\$103,136	312.55%	2.72%
PUBLIC SAFETY SALES TAX FUND	\$4,167	\$5,870	40.88%	1.01%	(1,028,321)	-0.46%	\$25,000	\$35,171	40.68%	0.93%
HOUSING	N/A	\$0	100.00%	0.00%	3,620,349	1.62%	N/A	\$1,095	100.00%	0.03%
SPECIAL GRANTS FUND	N/A	\$15,143	100.00%	2.60%	13,988,780	6.24%	N/A	\$108,227	100.00%	2.86%
ROOM TAX FUND	\$208	\$4,224	1927.40%	0.73%	1,333,750	0.60%	\$1,250	\$21,509	1620.74%	0.57%
YFAC FUND	\$0	\$537	0.00%	0.09%	(102,945)	-0.05%	\$0	\$1,365	0.00%	0.04%
SEIZURES	\$42	\$3,062	7247.65%	0.53%	1,014,235	0.45%	\$250	\$21,822	8628.92%	0.58%
CLEET FUND	N/A	\$13	100.00%	0.00%	4,053	0.00%	N/A	\$47	100.00%	0.00%
TRANSIT & PARKING FUND	\$0	\$0	0.00%	0.00%	(167,064)	-0.07%	\$0	\$23,158	0.00%	0.61%
ART IN PUBLIC PLACES FUND	N/A	\$6	100.00%	0.00%	1,040	0.00%	N/A	\$47	100.00%	0.00%
WESTWOOD FUND	\$625	\$633	1.26%	0.11%	751,179	0.34%	\$3,750	\$3,522	-6.09%	0.09%
WATER FUND	\$10,000	\$163,897	1538.97%	28.16%	54,415,986	24.28%	\$60,000	\$978,447	1530.74%	25.83%
WASTEWATER FUND	\$4,167	\$24,782	494.77%	4.26%	8,137,121	3.63%	\$25,000	\$132,368	429.47%	3.49%
SEWER MAINTENANCE FUND	N/A	\$56,458	100.00%	9.70%	18,228,316	8.13%	N/A	\$360,917	100.00%	9.53%
DEVELOPMENT EXCISE	\$5,833	\$5,240	-10.17%	0.90%	2,058,636	0.92%	\$35,000	\$42,351	21.00%	1.12%
SANITATION FUND	\$25,000	\$35,393	41.57%	6.08%	11,184,358	4.99%	\$150,000	\$226,021	50.68%	5.97%
RISK MANAGEMENT FUND	N/A	\$86	100.00%	0.01%	(603,258)	-0.27%	N/A	\$4,940	100.00%	0.13%
CAPITAL PROJECTS FUND	\$58,333	\$130,843	124.30%	22.48%	66,634,075	29.74%	\$350,000	\$944,605	169.89%	24.93%
NORMAN FORWARD SALES TAX	\$1,250	\$25,092	1907.37%	4.31%	9,968,411	4.45%	\$7,500	\$136,590	1721.20%	3.61%
PARKLAND FUND	\$833	\$2,964	255.64%	0.51%	957,130	0.43%	\$5,000	\$18,881	277.61%	0.50%
UNP TAX INCREMENT DISTRICT	\$0	\$19,626	100.00%	3.37%	6,007,291	2.68%	\$0	\$102,995	100.00%	2.72%
CENTER CITY TAX INCREMENT DIST	\$167	\$18,039	0.00%	3.10%	5,797,600	2.59%	\$1,000	\$118,494	100.00%	3.13%
SINKING FUND	\$2,083	\$23,721	1038.62%	4.08%	9,714,715	4.34%	\$12,500	\$180,218	1341.74%	4.76%
SITE IMPROVEMENT FUND	N/A	\$179	100.00%	0.03%	57,563	0.03%	N/A	\$1,164	100.00%	0.03%
TRUST & AGENCY FUNDS	N/A	\$35	100.00%	0.01%	11,095	0.00%	N/A	\$224	100.00%	0.01%
ARTERIAL ROAD FUND	N/A	\$3,738	100.00%	0.64%	1,201,142	0.54%	N/A	\$24,290	100.00%	0.64%
	\$133,627	\$582,054	335.58%	100.00%	224,075,400	100.00%	\$801,760	\$3,788,499	372.52%	100.00%

City funds are invested in interest bearing accounts and investment securities, as directed by the City's Investment Policy. Rates of return on these investments relate directly to current Treasury and Money Market rates. Total funds on deposit of \$224.08 million as of 12/31/25 are represented by working capital cash balances of all City funds of approximately \$103.36 million, outstanding encumbrances of \$48.11 million, General Obligation Bond proceeds of \$52.81 million, NUA revenue bond proceeds of \$6.96 million, NMA bond proceeds of \$7.21 million, and UNP TIF reserve amounts of \$5.63 million.

INVESTMENT BY TYPE

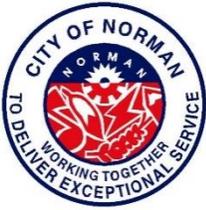
December 31, 2025

LIST BY TYPE	SEC. NO.	PURCHASED	MATURITY	YIELD	EARNED INTEREST	COST	MARKET
**Checking							
BANK OF OKLAHOMA	GEN'L DEP.			1.99%	\$16,021.21	\$16,032,328.32	\$16,032,328.32
BANK OF OKLAHOMA	WARRANTS PAYABLE					(\$453,936.83)	(\$453,936.83)
BANK OF OKLAHOMA	PAYROLL					(\$10,490,949.34)	(\$10,490,949.34)
BANK OF OKLAHOMA	COURT BOND REFUNDS					\$192,144.70	\$192,144.70
BANK OF OKLAHOMA	INSURANCE CLAIMS					\$292,381.38	\$292,381.38
BANK OF OKLAHOMA	LOCK BOX					\$1,739,251.85	\$1,739,251.85
BANK OF OKLAHOMA	RETURN CHECKS					(\$9,757.90)	(\$9,757.90)
BANK OF OKLAHOMA	PARKS					\$0.00	\$0.00
BANK OF OKLAHOMA	FLEXIBLE SPENDING					(\$946.44)	(\$946.44)
BANK OF OKLAHOMA	WORKERS COMP					(\$67,417.58)	(\$67,417.58)
BANK OF OKLAHOMA	CDBG-CV			2.05%	\$0.24	\$139.84	\$139.84
**Subtotal					\$16,021.45	\$7,233,238.00	\$7,233,238.00
**Money Market							
BANCFIRST-NUA	MONEY MKT.			4.16%	\$673.94	\$634,761.60	\$634,761.60
BANCFIRST-NMA Room Tax	MONEY MKT.			4.16%	\$210.76	\$145,543.52	\$145,543.52
BANCFIRST-NUA Water	MONEY MKT.			4.20%	\$18,877.39	\$5,784,472.04	\$5,784,472.04
BANCFIRST-NUA Clean Water	MONEY MKT.			4.16%	\$596.42	\$542,854.21	\$542,854.21
BANCFIRST-NMA PSST	MONEY MKT.			4.20%	\$5,870.19	\$2,289,034.49	\$2,289,034.49
BANCFIRST-NMA Norman Forward	MONEY MKT.			4.20%	\$9,480.25	\$4,779,527.38	\$4,779,527.38
BANK OF OKLAHOMA UNP TIF	MONEY MKT.			3.80%	\$18,426.64	\$5,627,700.31	\$5,627,700.31
BANK OF OKLAHOMA ARPA	MONEY MKT.			2.05%	\$12,625.30	\$6,682,269.72	\$6,682,269.72
BANK OF OKLAHOMA-Westwood	MONEY MKT.			2.05%	\$632.89	\$0.00	\$0.00
BANK OF OKLAHOMA-CW	MONEY MKT.			2.05%	\$22.99	\$13,502.51	\$13,502.51
BANK OF OKLAHOMA	MONEY MKT.			2.05%	\$143.29	\$84,163.49	\$84,163.49
BANK OF OKLAHOMA	MONEY MKT.			2.05%	\$99.23	\$58,279.77	\$58,279.77
BANK OF OKLAHOMA-SW	MONEY MKT.			2.05%	\$1,061.08	\$15,149.27	\$15,149.27
BANK OF OKLAHOMA-Opioid Abt	MONEY MKT.			2.05%	\$2,374.18	\$1,394,465.77	\$1,394,465.77
BANK OF OKLAHOMA-Misty Lake	MONEY MKT.			2.05%	\$1,101.47	\$646,941.45	\$646,941.45
BANK OF OKLAHOMA-Parks	MONEY MKT.			2.05%	\$536.83	\$319,471.90	\$319,471.90
BANK OF OKLAHOMA-2023A	MONEY MKT.			2.05%	\$43,875.04	\$25,752,532.19	\$25,752,532.19
BANK OF OKLAHOMA-2023B	MONEY MKT.			2.05%	\$20,547.71	\$14,715,319.92	\$14,715,319.92
BANK OF OKLAHOMA-2021	MONEY MKT.			2.05%	\$687.59	\$332,129.77	\$332,129.77
BANK OF OKLAHOMA-2024A	MONEY MKT.			2.05%	\$20,547.71	\$12,013,062.56	\$12,013,062.56
**Subtotal					\$158,390.90	\$81,831,181.87	\$81,831,181.87
**Sweep/Overnight							
GOLDMAN SACHS	GOVT SELECT 1237			3.80%	\$2,418.34	\$765,060.65	\$765,060.65
BANK OF OKLAHOMA PORTFOLIO	SHORT TERM			3.51%	\$283,459.40	\$74,070,919.84	\$74,070,919.84
**Certificate of Deposit							
FIRST FIDELITY BANK	CD	09/30/25	03/31/26	3.02%	\$629.17	\$250,000.00	\$250,000.00
GREAT NATIONS BANK	CD	09/30/25	09/30/26	4.22%	\$879.17	\$250,000.00	\$250,000.00
VALLIANCE BANK	CD	11/30/25	11/30/26	3.75%	\$781.25	\$250,000.00	\$250,000.00
FIRST NATIONAL BANK	CD	12/28/25	12/28/26	3.19%	\$656.25	\$250,000.00	\$250,000.00
**Subtotal					\$2,945.84	\$1,000,000.00	\$1,000,000.00
**U.S. Treasury Securities/Agency Securities							
US T-Notes	91282CKY6	06/30/25	06/30/26	3.96%	24,800.67	7,500,000.00	\$7,538,925.00
FNMA Notes	3135G0K36	12/30/25	04/24/26	3.55%	785.93	5,000,000.00	\$4,977,000.00
US T-Bills	912797RF6	12/24/25	07/09/26	3.44%	3,237.50	5,000,000.00	\$4,911,250.00
US T-Notes	91282CLH2	06/30/25	08/31/26	3.91%	26,088.99	8,000,000.00	\$8,008,640.00
US T-Bills	912797RS8	12/24/25	09/03/26	3.46%	3,247.22	5,000,000.00	\$4,886,050.00
FFCB	3133ERP96	12/31/24	09/24/26	4.24%	26,488.92	7,500,000.00	\$7,533,150.00
US T-Bills	912797SK4	12/30/25	10/29/26	3.47%	463.89	5,000,000.00	\$4,859,450.00
US T-Bills	912797SU2	12/30/25	11/28/26	3.45%	459.73	5,000,000.00	\$4,846,600.00
TVA Note	880591EU2	11/26/25	02/01/27	3.58%	33,244.85	11,175,000.00	\$11,087,946.75
**Subtotal					118,817.70	59,175,000.00	\$58,649,011.75
TOTAL					582,053.63	224,075,400.36	\$222,784,351.46

The Governmental Accounting Standards Board requires the reporting of market values of investment securities. These market values represent the amount of money the security would sell for on the open market, if cash flow demands were such that the security had to be sold. The City of Norman purchases investment securities with the intent of holding them to maturity, as stated in the City's Investment Policy. Only in exceptional circumstances would securities be sold before their maturity, due to cash flow demands or favorable market conditions.

File Attachments for Item:

6. CONSIDERATION OF ACKNOWLEDGEMENT, ACCEPTANCE, AMENDMENT AND/OR POSTPONEMENT OF THE RECEIPT OF THE 2025 LONG RANGE TRANSIT PLAN (LRTP) FOR CENTRAL OKLAHOMA AS COMPLETED AND ADOPTED BY THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG).



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/27/2026

REQUESTER: Taylor Johnson, AICP, Transit and Parking Program Manager

PRESENTER: Scott Sturtz, P. E., Public Works Director

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, ACCEPTANCE, AMENDMENT AND/OR POSTPONEMENT OF THE RECEIPT OF THE 2025 LONG RANGE TRANSIT PLAN (LRTP) FOR CENTRAL OKLAHOMA AS COMPLETED AND ADOPTED BY THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG).

BACKGROUND:

In 2024, EMBARK, the City of Oklahoma City MAPS 4 office, and the Association of Central Oklahoma Governments (ACOG), in partnership with Norman Transit and Edmond Citylink, initiated the development of a Long Range Transit Plan for Central Oklahoma (LRTP). The first regional transit plan since the completion of the 2005 Fixed Guideway Study, the LRTP consolidates prior transit planning efforts in Central Oklahoma, identifies existing and future needs, and outlines a vision for the development of transit services over the next 30 years.

The plan addresses four key project goals: provide communities with meaningful access to transit, create a compelling and reliable rider experience, offer competitive service options, and utilize resources effectively. The plan analyzes current transit trends, existing service levels, and key demographics to determine regional transit needs; identifies opportunities to address need by developing short-, mid-, and long-term planning scenarios; and recommends a phased series of cross-agency actions to help Central Oklahoma achieve a comprehensive, integrated transit system over the next 30 years.

Plan development was informed by a public engagement process that included a website and public comment platform, a series of virtual town halls, circulation of social media content, distribution of factsheets and other print materials, and presentations at nearly 30 public meetings across Edmond, Norman, and Oklahoma City. This included updates to the City of Norman Council on January 14, 2025; May 13, 2025; and September 23, 2025.

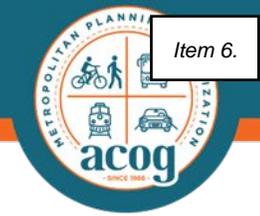
DISCUSSION:

On November 20, 2025 the ACOG Metropolitan Planning Organization (MPO) Policy Committee approved the 2025 Long Range Transit Plan for Central Oklahoma (LRTP). The approval also included the LRTP's incorporation into ACOG's Metropolitan Transportation Plan. No local action is required beyond acknowledgment of receipt.

RECOMMENDATION:

It is recommended that the City Council acknowledge receipt of ACOG's 2025 Long Range Transit Plan for Central Oklahoma.

ACOG MPO POLICY COMMITTEE



Association of Central Oklahoma Governments

4205 N. Lincoln Blvd. | Oklahoma City, OK 73105 | 405.234.2264 | acogok.org

December 15, 2025

Jared Schwennesen, Division Manager
Multi-Modal & Planning Division
Oklahoma Department of Transportation
200 NE 21 St
Oklahoma City, OK 73105-3204

Dear Mr. Schwennesen:

We are pleased to inform you that at its meeting on November 20, 2025, the ACOG Metropolitan Planning Organization (MPO) approved the Final 2025 Central Oklahoma Long Range Transit Plan, as per the attached information.

Should you have any questions regarding this matter, feel free to call Jennifer Sebesta or me at (405) 234-2264.

Sincerely,

A handwritten signature in blue ink, appearing to read 'John M. Sharp', written over a blue horizontal line.

John M. Sharp
Deputy Director

Att. November 20, 2025, ACOG MPO Policy Committee Agenda Attachment D-2

- c: Eric Rose, Office of Mobility & Public Transit Manager, ODOT
- Laura Chaney, Branch Manager, Planning & Policy Division, ODOT
- Sarah McElroy CPO, MPO Coordinator, Planning & Policy Division, ODOT
- Bart Vleugels, Active Transportation Manager, ODOT
- Taylor Johnson, Transit & Parking Program Manager, Norman - Transit
- Jason Huff, Transit Planner & Grants Specialist, Norman - Transit
- Jesse Rush, Administrator, COTPA
- Chip Nolen, Planning Manager, COTPA
- Christy Batterson, Public Transit Coordinator, Citylink
- Viplav Reddy, Acting Community Planner-OK Division, FHWA
- Marc Oliphant, Community Planner, FTA
- Mark W. Sweeney, AICP, Executive Director, ACOG
- Jennifer Sebesta, Transportation Planning Services (TPS) Division Manager, ACOG
- Ethan Mazzio, TPS Transportation Planner III - Mobility, ACOG

Chair
Shelli Selby
Yukon Councilmember

Vice-Chair
David Bennett
The Village Councilmember

Secretary/Treasurer
Lacey Dawson
Canadian County Commissioner

Executive Director
Mark W. Sweeney, AICP



ATTACHMENT D-2

SUBJECT:

FINAL 2025 CENTRAL OKLAHOMA LONG RANGE TRANSIT PLAN

DATE:

NOVEMBER 20, 2025

FROM:

JOHN SHARP
Deputy Director

INFORMATION:

In 2024, EMBARK, the City of Oklahoma City MAPS 4 office, and ACOG, in partnership with Norman Transit and Edmond Citylink, initiated the development of a Central Oklahoma Long Range Transit Plan (COLRTP). The first regional transit plan since the completion of the 2005 Fixed Guideway Study, the COLRTP consolidates prior transit planning efforts in Central Oklahoma, identifies existing and future needs, and outlines a vision for the development of transit services over the next 30 years.

The plan addresses four key project goals: provide communities with meaningful access to transit, create a compelling and reliable rider experience, offer competitive service options, and utilize resources effectively. The plan analyzes current transit trends, existing service levels, and key demographics to determine regional transit needs; identifies opportunities to address need by developing short-, mid-, and long-term planning scenarios; and recommends a phased series of cross-agency actions to help Central Oklahoma achieve a comprehensive, integrated transit system over the next 30 years.

Plan development was informed by a public engagement process that included a website and public comment platform, a series of virtual town halls, circulation of social media content, distribution of factsheets and other print materials, and presentations at nearly 30 public meetings across Edmond, Norman, and Oklahoma City.

The final plan will be presented for approval at the November meeting of the MPO Policy Committee. In advance of this meeting, committee members are encouraged to review the COLRTP report and appendices using the following links:

- [Central Oklahoma Long Range Transit Plan Report](#)
- [Appendix A - Public Involvement Plan Report](#)
- [Appendix B - Public Involvement Reports](#)
- [Appendix C - Potential Funding Sources](#)
- [Appendix D - Risk Matrix](#)
- [Appendix E - Public Comments](#)

The ACOG MPO Technical Committee recommended approval of the COLRTP at their November 13, 2025 meeting.

ACTION REQUESTED:

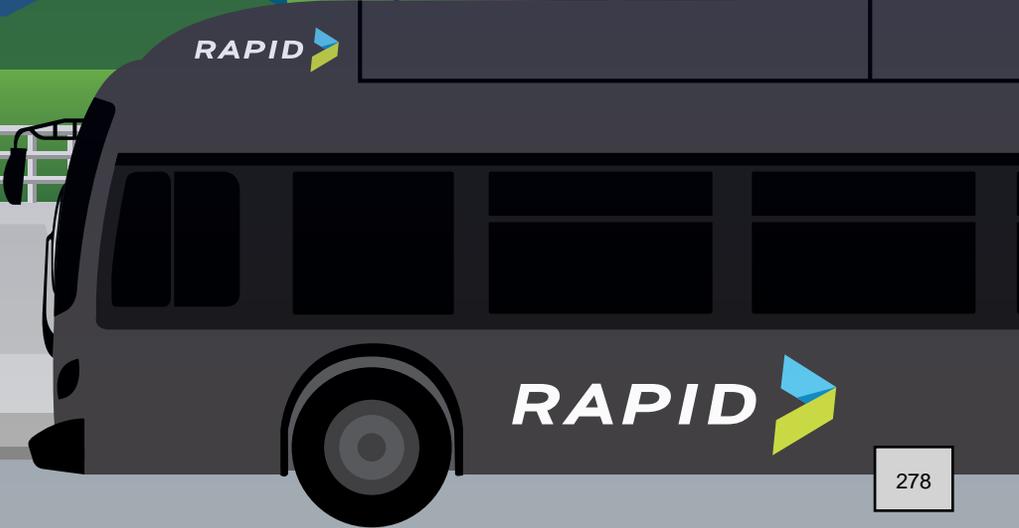
Motion to approve the Final 2025 Central Oklahoma Long Range Transit Plan, and incorporate it into ACOG's Metropolitan Transportation Plan.

2025 LONG RANGE TRANSIT PLAN

for **Central Oklahoma**



Building better transit for a stronger region



Approved by the ACOG Metropolitan Planning Organization
November 20, 2025



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ACKNOWLEDGEMENTS

In response to the significant growth experienced by Central Oklahoma in the past decade, substantial planning efforts have been undertaken by partners in the region. These efforts include comprehensive transit studies, public engagement, and strategic planning initiatives aimed at creating a more connected and efficient transportation network. Together, these partners are working to develop robust and sustainable transit solutions that can accommodate the growing population and enhance the overall quality of life in Central Oklahoma.

The 2025 Long Range Transit Plan (LRTP) for Central Oklahoma* was developed through partnerships between MAPS 4, ACOG, EMBARK, the City of Norman, and Edmond Citylink. MAPS 4, a City of Oklahoma City Program, and ACOG were key funding partners in the development of the plan, while EMBARK, Edmond Citylink, and the City of Norman served as key technical resources for the development of the plan.

MAPS 4

David Todd, Program Manager
 Todd Woodward, Assistant Program Manager
 Teresa Rose, Chairperson
 Brad Reynolds, Senior Project Manager
 Tony Ochoa, Project Manager
 AJ Kirkpatrick, ADG Blatt
 Jarrod Hohweiler, ADG Blatt
 Katy Gustafson, Gooden Group
 Meg Shea, Gooden Group

Association of Central Oklahoma Governments (ACOG)

John Sharp, Deputy Director
 Jennifer Sebesta, Division Manager
 Ethan Mazzio, Transportation Planner
 Rachel Meinke, Public Information Director

EMBARK

Jesse Rush, Director
 Chip Nolen, Planning Manager
 Heather Wilson, People & Strategy Manager
 Armando Reyes, Business Development and Public Affairs Manager
 Christina Hankins, Finance Manager
 Delano Fisher, Streetcar Manager
 Dennis Fry, Facility and Fleet Manager
 Eugene Fritz, Chief Safety Officer
 Kari Shamblin, Planning Technician
 Kharlie Barnaby, Chief of Bus Operations
 Dr. Marilyn Dillon, Mobility Management Administrator/ADA Coordinator
 Michael Scroggins, Business Systems Manager
 Molly Raney, Deputy Chief Safety Officer

Regional Transportation Authority of Central Oklahoma (RTA)

Brad Henry, Chairman
 Jason Ferbrache, Interim Executive Director
 Suzanne Wickenkamp, Director of Strategic Initiatives
 Kathryn Holmes, Owner's Representative

City of Oklahoma City

Jason Ferbrache, Assistant City Manager
Christina Hankins, Finance Manager
Justin Henry, Transportation Program Planner

City of Norman

Taylor Johnson, Transit and Parking Program Manager
Jason Huff, Transit Manager and Grants Specialist
Shannon Stevenson, Assistant City Manager

City of Edmond

Christy Batterson, Housing and Community Development Manager
Randy Entz, Assistant City Manager of Development Services (Interim City Manager Jan 2025)
John Pleveich, General Manager of RATP Dev
Scot Rigby, City Manager (Resigned Jan 2025)

Oklahoma Department of Transportation (ODOT)

Eric Rose, Division Manager, Office of Mobility and Public Transit
Jared Schwennesen, Rail Division Manager, Multi-Modal Division

First Capital Trolley

Melissa Fesler, Transportation Director

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MAPS 4 Connectivity Subcommittee

Subcommittee members: Daisy Muñoz (chair)
Joy Turner (vice chair)
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Chapter

1

Project Overview

The Association of Central Oklahoma Governments (ACOG) serves as the federally designated Metropolitan Planning Organization (MPO) for Central Oklahoma and leads comprehensive, coordinated, and continuous transportation planning efforts in the region. On November 20, 2025, ACOG approved the 2025 Long Range Transit Plan (LRTP) for Central Oklahoma to support the Metropolitan Transportation Plan (MTP) by identifying current and future transit needs within the region while integrating current transit planning efforts.

PROJECT BACKGROUND

The Central Oklahoma region is experiencing rapid and sustained growth. ACOG projects that by 2045, the regional population will exceed 1.6 million, with employment increasing by about 49 percent. Transit investments in the region will support growth, reduce congestion, and offer viable transportation alternatives for residents. The 2005 Fixed Guideway Study was the last comprehensive regional plan for transit in Central Oklahoma. Since its completion, public partners in the region have made significant progress in advancing transit planning to establish a strong core network of high-capacity services.

The LRTP consolidates prior transit planning efforts and identifies existing and future needs to develop a 30-year transit vision for the region. The LRTP provides transit service recommendations that will leverage the planned high-capacity network for the continued development of effective and efficient public transit.

WHY DO WE NEED PUBLIC TRANSIT?

Public transit is an investment in shared transportation that enables the movement of large numbers of people efficiently within a region. Public transit will provide these regional benefits to Central Oklahoma:



Enhanced regional connectivity as populations and job centers continue to grow



Improved access to employment and recreation while taking cars off the road



Attracting more high-paying jobs to local communities through transit-oriented development

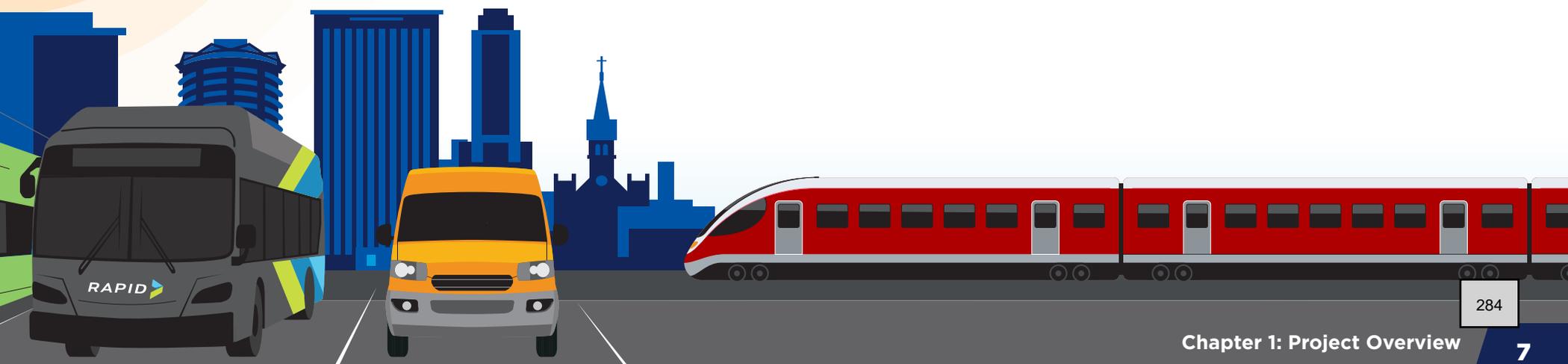
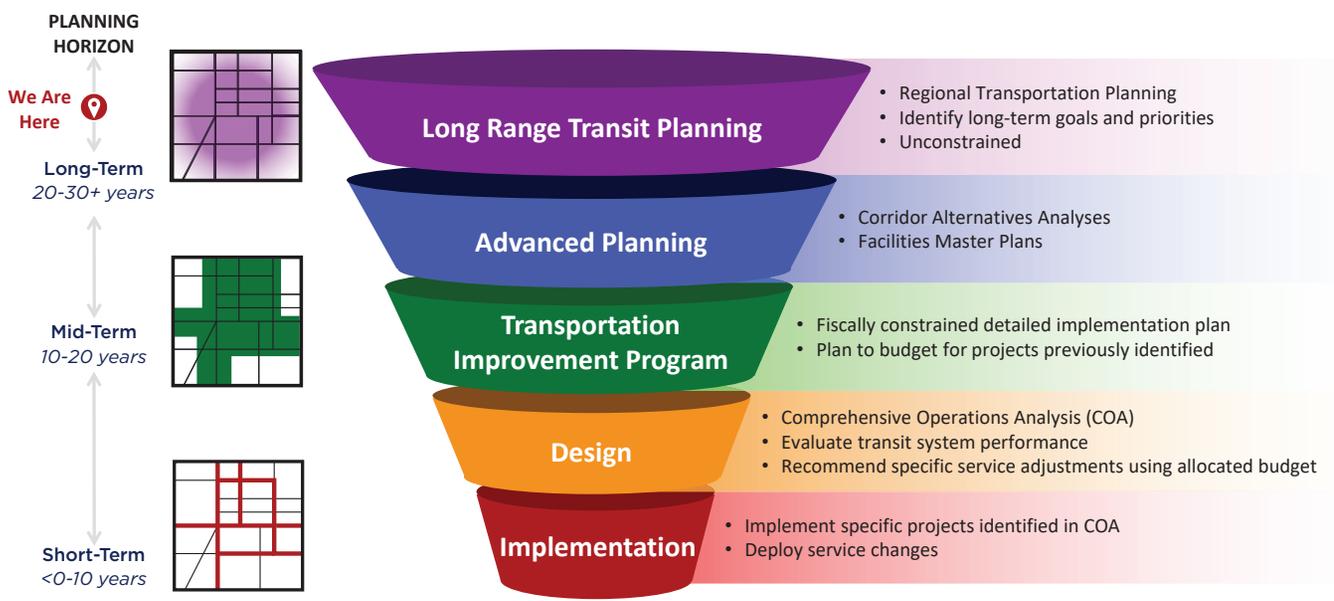


L RTP PLANNING PROCESS

The LRTP framework guides the development of a transit network for the next 30 years. Operators in Central Oklahoma will use the LRTP's recommendations to develop the required plans and studies to implement service changes.

LRTP RECOMMENDATIONS

The LRTP produces recommendations for three planning horizons—Short-Term (0-10 years), Mid-Term (10 - 20 years), and Long-Term (20 - 30+ years). These recommendations will guide the deployment of service changes at a local level and inform policies and actions that support a more regional approach to transit. The framework established by the LRTP will guide the region as it progresses in future planning, design, and implementation of new and enhanced services.



STUDY AREA AND PROJECT PARTNERS

The LRTP takes a holistic approach to evaluating transit in ACOG’s Transportation Management Area (TMA) that is currently serviced by four transit providers: EMBARK, Norman Transit (operated by EMBARK), Edmond Citylink, and First Capital Trolley. In addition to existing transit services, the Regional Transportation Authority of Central Oklahoma (RTA), EMBARK, and MAPS 4 have advanced planning for five additional high-capacity transit corridors (see **Figure 1**). To deliver a comprehensive transit vision for the Central Oklahoma region, ACOG partnered with key stakeholders that operate, fund, and plan for transit in Central Oklahoma.

PROJECT LEADS	OPERATING PARTNERS	GOVERNMENT PARTNERS
  	  	   

Table 1: Transit Stakeholders in Central Oklahoma

	ROLE
Association of Central Oklahoma Governments	Regional transportation planning and land use planning
Regional Transportation Authority of Central Oklahoma	Developing, funding, constructing, implementing, operating, and maintaining high-capacity projects identified in the RTA Transit System Plan
Oklahoma Department of Transportation	Assistance for rural transportation, coordination of the state rail plan and highway system
Local Transit Agencies <i>EMBARCK, Norman Transit, Edmond Citylink, First Capital Trolley</i>	Planning, operating, and maintaining local transit services
Local Municipalities <i>Edmond, Norman, Oklahoma City</i>	Planning adequate infrastructure for the operations of public transit
Route Partnerships <i>Midwest City</i>	Contract with local agencies to provide service

Figure 1. Project Study Area

LEGEND

High-Capacity Transit

EXISTING

— *RAPID* Northwest BRT

— OKC Streetcar

PLANNED

— Northeast/South MAPS 4 BRT Corridor

— RTA North/South Corridor

— RTA West Corridor

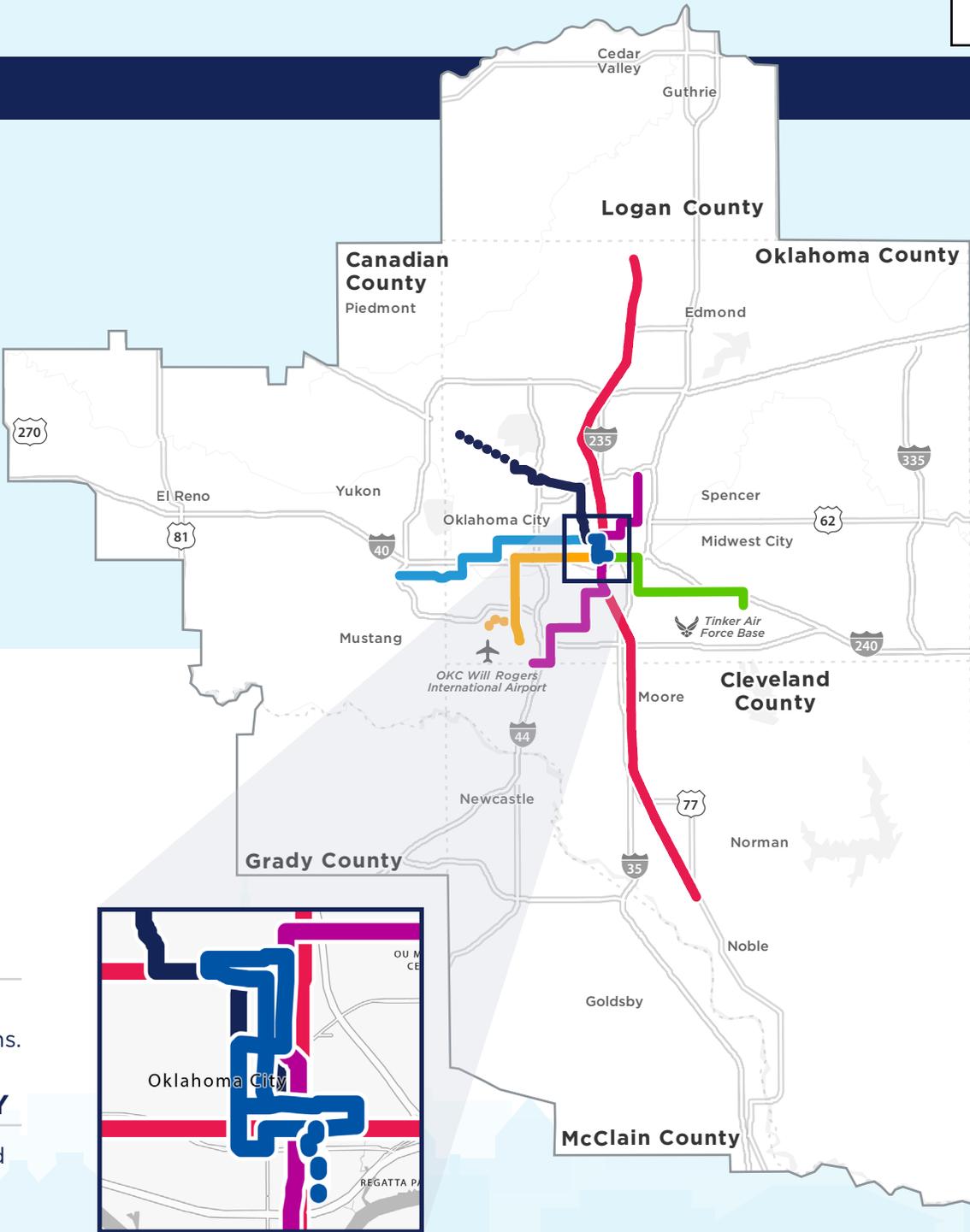
— RTA Airport Corridor

— RTA East Corridor

••• *RAPID* Northwest BRT Extension in Planning

••• OKC Streetcar Extension in Planning

 **ACOG TRANSPORTATION MANAGEMENT AREA**



ACOG TRANSPORTATION MANAGEMENT AREA (TMA)



The TMA includes portions of 6 counties and over 30 cities and towns.

CURRENT REGIONAL ACTIVITY



There are over 1.3 million residents and 600,000 jobs within the TMA.



WHAT IS HIGH-CAPACITY TRANSIT?

High-capacity transit refers to public transit that travels in its own lane or right-of-way for at least part of its route, has transit priority with traffic signals turning green when approaching, or combines both features to avoid congestion. High-capacity transit vehicles stop less frequently, travel faster, offer more frequent service, and carry more passengers than typical city buses.

Examples: Bus rapid transit (BRT), light rail transit (LRT), and commuter rail.



LEVERAGING PREVIOUS PLANS

Over the last two decades, agencies and key stakeholders have made significant strides in planning for transit, mobility, as well as specific high-capacity services. The plans and studies outlined below were used to inform the LRTP's vision and goals, as well as planned investments. Consolidating these plans enabled the LRTP to identify key opportunities to leverage the high-capacity network.



VISION AND GOALS

The LRTP's vision guides the development of the plan and its recommendations. The vision statement is supported by goals developed through a comprehensive review of previous planning efforts, as well as stakeholder feedback.

Relative performance against the goals is measured through an Evaluation Framework, using transit metrics. The metrics are tailored to reflect the region's priorities and align with federal funding source methodologies.



Vision Statement: Develop an intentional plan for a cohesive network of transit services that supports growth, promotes economic mobility, enhances quality of life, and facilitates opportunity across Central Oklahoma.



Provide communities with meaningful access to transit

Provide meaningful access by improving access to existing and future employment centers, communities, transit-dependent populations, and areas suitable for transit-oriented development.



Create a compelling, reliable rider experience

Create a compelling and reliable rider experience by serving areas with first-/last mile connections, providing passenger amenities, increased transfer opportunities, and better travel times.



Offer competitive service options

Recommend actions to make transit service a more attractive option for riders by increasing reliability and offering more frequent service.



Utilize resources effectively

The LRTP considers the capital, operations, and maintenance costs increases associated with the plan, determines potential funding strategies, and evaluates the maximum number of passengers that the transit vision can support.

PLANNING PROCESS

The LRTP is structured in three major phases: Assess, Evaluate, and Recommend. Key stakeholders and members of the general public were engaged during major milestones to provide input and support the development of the plan.

Assess Phase (Chapter 2)

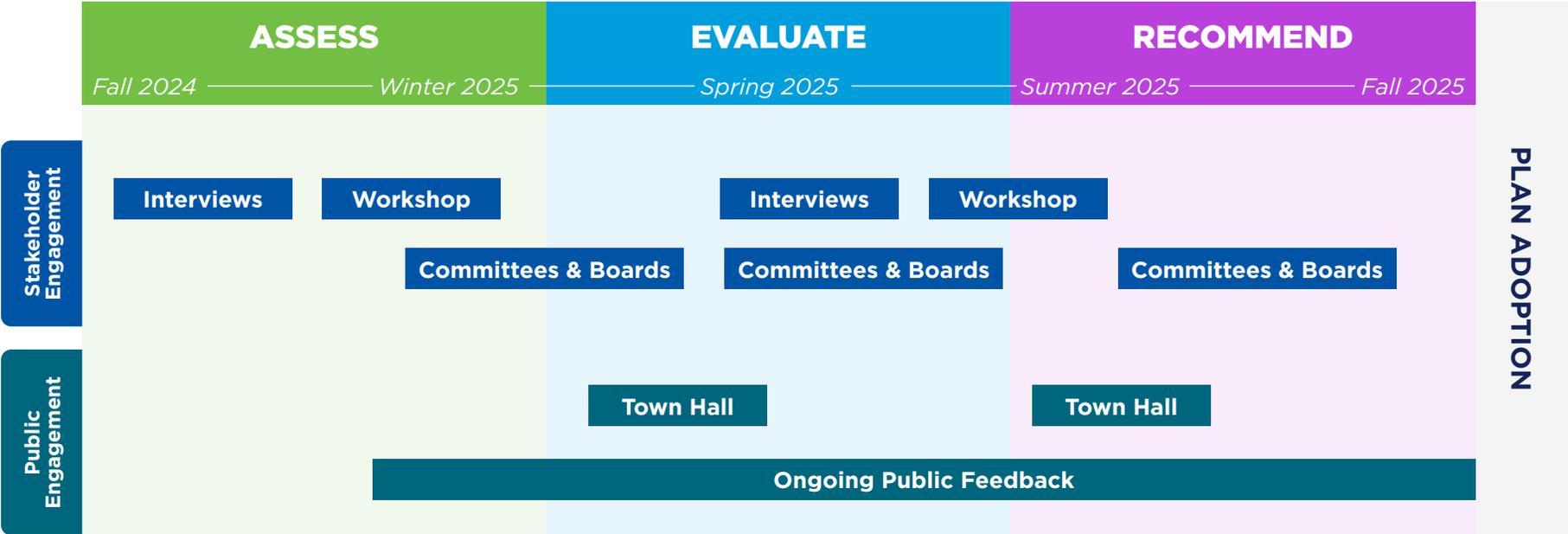
In the Assess phase, transit trends, existing service, and key demographics were analyzed to provide a better understanding of transit needs in Central Oklahoma.

Evaluate Phase (Chapter 3)

In the Evaluate phase, three planning horizons were developed—Short-Term (0-10 years), Mid-Term (10–20 years), and Long-Term (20–30+ years). Each horizon was evaluated against key performance indicators and metrics for alignment with the LRTP’s goals.

Recommend Phase (Chapter 4)

The final phase recommends specific actions to help guide Central Oklahoma in achieving the three planning horizons developed in the Evaluate phase.



Chapter

2

Assess Phase

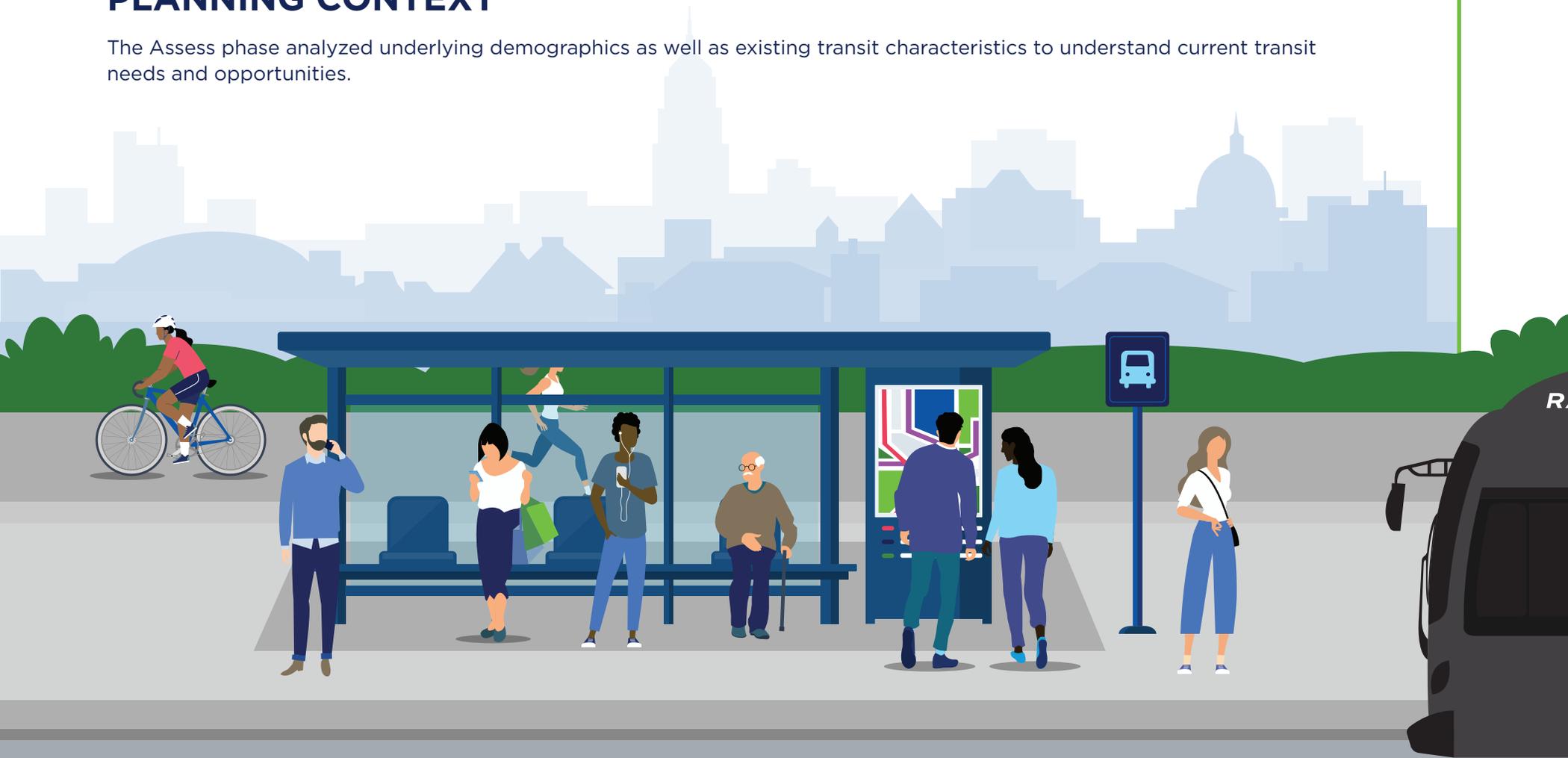


Chapter 2

Assess Phase

PLANNING CONTEXT

The Assess phase analyzed underlying demographics as well as existing transit characteristics to understand current transit needs and opportunities.



COMMUNITY FEEDBACK

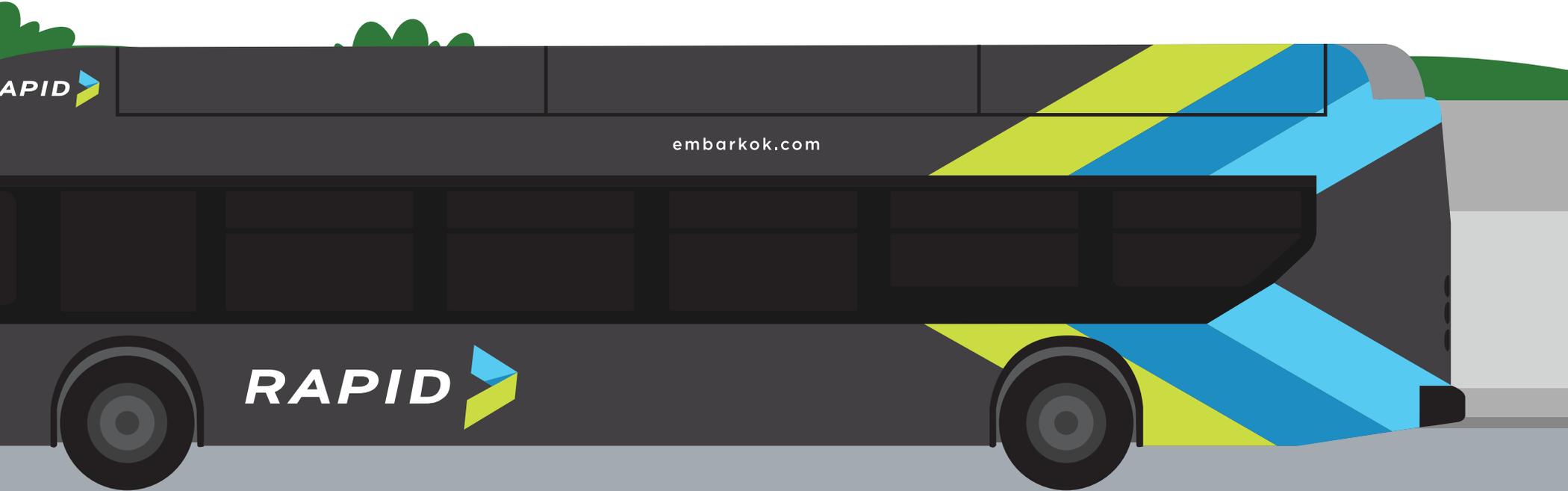
What does Central Oklahoma want out of the transit system?

TRANSIT NEED
Where are people who need transit most?

TRANSIT MARKETS
Where is there demand for transit?

SERVICE CHARACTERISTICS
How is transit service operating today?

TRANSIT OPPORTUNITIES
Where and how can we improve the overall transit system?



TRANSIT AGENCIES & MODES

There are currently five transit agencies that provide existing or planned transit services within the Study Area. These agencies operate a combination of modes including high-capacity, on-demand, fixed route, and paratransit services.



HIGH-CAPACITY
Designed to transport a large number of passengers more efficiently.



Bus Rapid Transit (BRT)

Premium bus service made to deliver fast and reliable service through dedicated lanes and frequent operation.



Streetcar

Train that runs on tracks in city streets, with cars providing efficient transit over short distances in urban areas.



Light Rail Transit (LRT)*

Train that operates on dedicated tracks or in city streets with frequent stops over longer distances.



Commuter Rail*

Train service that connects cities with fewer stops and higher speeds, intended for commuters.



ON-DEMAND
Vehicles are dispatched based on passenger request—typically within a fixed geographic boundary.



*Mode not currently provided by transit operators



FIXED ROUTE

Runs on a set path with scheduled stops and times.



Bus: Local

Bus service providing frequent stops within neighborhoods or cities.



Bus: Limited

Bus service offering faster travel by reducing the number of stops than local bus service, providing a more efficient option for longer-distance travel.



Bus: Express

Bus service with fewer stops traveling longer distances, often operating during peak hours only, intended for commuters.



Shuttle

Small-scale, specialized transit service connecting major destinations or hubs.



Ferry

Water-based service carrying passengers across water as an alternative to bridges or tunnels.



PARATRANSIT

Eligible for riders who have a disability.



VANPOOL*

A shared vehicle system where commuters can travel together, this program is sometimes provided by employers.



Source: Commute with Enterprise

AGENCY PROFILES

Transit within the Study Area is operated by multiple agencies. These agencies operate 39 fixed routes, two on-demand zones, three paratransit programs, and six different modes. **Figure 2** shows the service areas within the region for each agency.

Table 2: Agency Profiles

	GOVERNANCE	FUNDING SOURCES	SERVICE AREA	ANNUAL OPERATING BUDGET (2025)	MODES OPERATED	ADDITIONAL PROGRAMS
EMBARK	Central Oklahoma Transportation Authority & Parking Authority (COTPA) Board of Trustees	FTA formula funds and grants, City general fund, Fare revenue	Oklahoma City, Midwest City, Spencer	\$56.4 Million		Mobility Management Programs (e.g. Congregate Meal Shuttle) PLUS Paratransit Service Human Service Partnerships
City of Norman Norman Transit <i>(dba EMBARK NORMAN)</i> Norman On-Demand	Norman	Transit 1/8 cent sales tax, federal formula funds and grants	Norman	\$6.4 Million		Norman PLUS Paratransit Norman On-Demand
Edmond Citylink	Edmond	FTA formula funds and grants, ODOT revolving funds	Edmond	\$2.5 Million		Citylink Access Paratransit Service (CAPS)
First Capital Trolley	Logan County Historical Society	FTA formula funds and grants, ODOT revolving funds	Lincoln, Logan, and Payne Counties	\$1.9 Million		N/A
Regional Transportation Authority of Central Oklahoma (RTA)	Appointed Officials from Edmond, Norman, and Oklahoma City	City of Edmond, City of Norman, City of Oklahoma City dues	Edmond, Norman, Oklahoma City	N/A*	<i>Planned</i> 	N/A

*RTA does not currently operate any routes, locally preferred alternatives have been evaluated and adopted. For more information, please see the [RTA System Plan](#).

Note: The University of Oklahoma Campus Area Rapid Transit (CART), private operators, nonprofit operators, and tribal transportation services are not included due to the localized nature of the service.

LEGEND: BRT Commuter Rail Demand-Responsive Ferry Fixed Route LRT Shuttle Streetcar

Figure 2. Service Areas

LEGEND

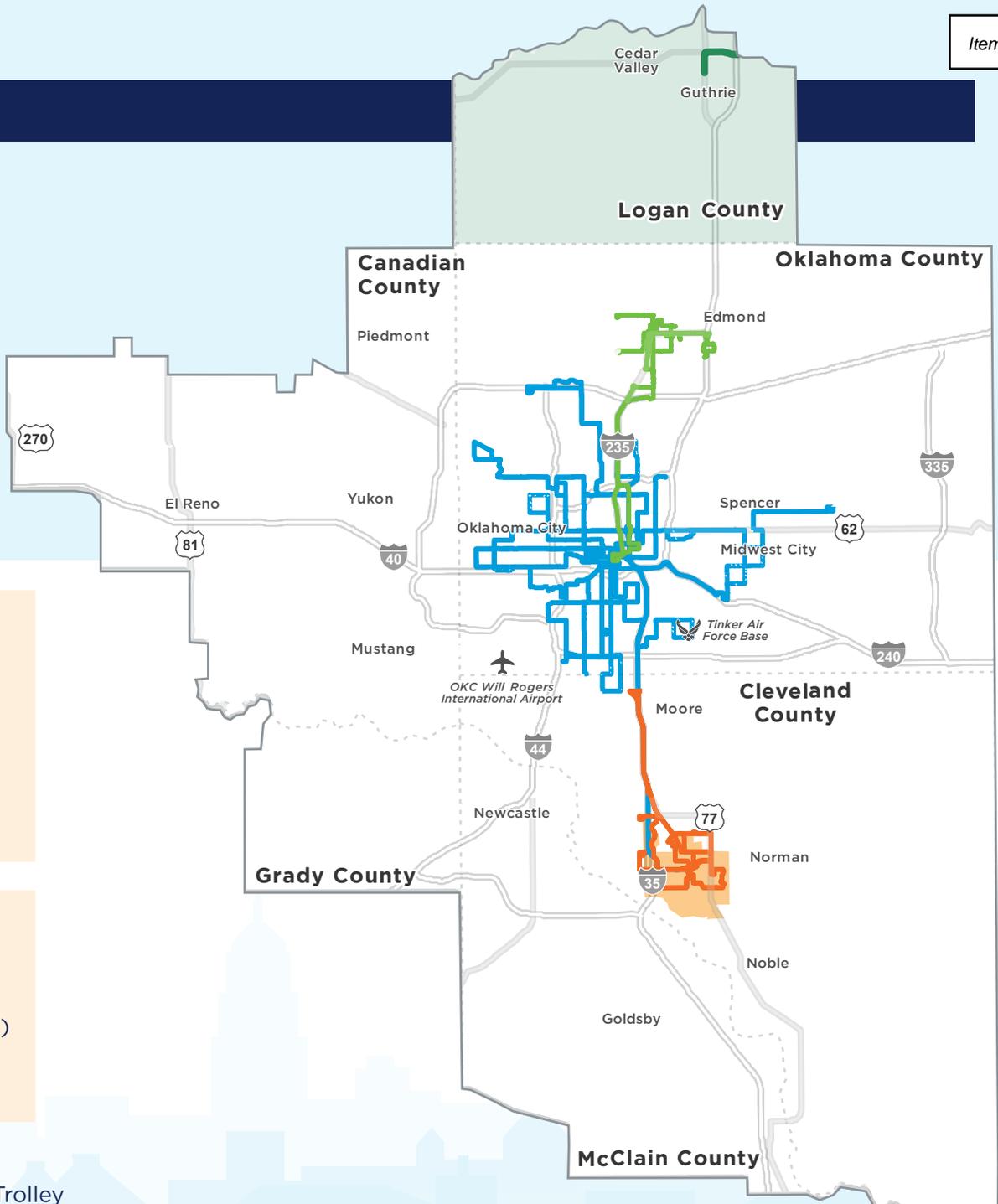
- EMBARK
- Edmond Citylink
- Norman Transit (dba EMBARK NORMAN)
- First Capital Trolley
- Norman On-Demand Zone
- First Capital Trolley On-Demand Zone

In the 2024 EMBARK Transit Rider survey, respondents identified the following as key factors for transit riders:

- ✓ Hours of Service
- ✓ Buses on arriving on time
- ✓ Availability of accessible bus stops
- ✓ Courtesy & helpfulness of drivers

High Ridership Areas:

- Downtown Oklahoma City
- University of Oklahoma Campus (Norman)
- University of Oklahoma Health Facilities (OKC)
- Reno Mini Hub
- Downtown Edmond



Source: EMBARK, Edmond Citylink, First Capital Trolley

MARKET ASSESSMENT

As part of the market assessment, demographic data—including population and employment density, which reflect underlying land use characteristics—were analyzed to identify areas with existing or future transit demand and need.

Transit Demand

Population and job density typically play the most important roles in influencing demand for transit service. The presence of certain demographic groups can also contribute to ridership as they tend to have fewer mobility options available, increasing the need for transit service.

Higher density areas can support more frequent fixed route transit, while lower density areas may be better suited for on-demand services.

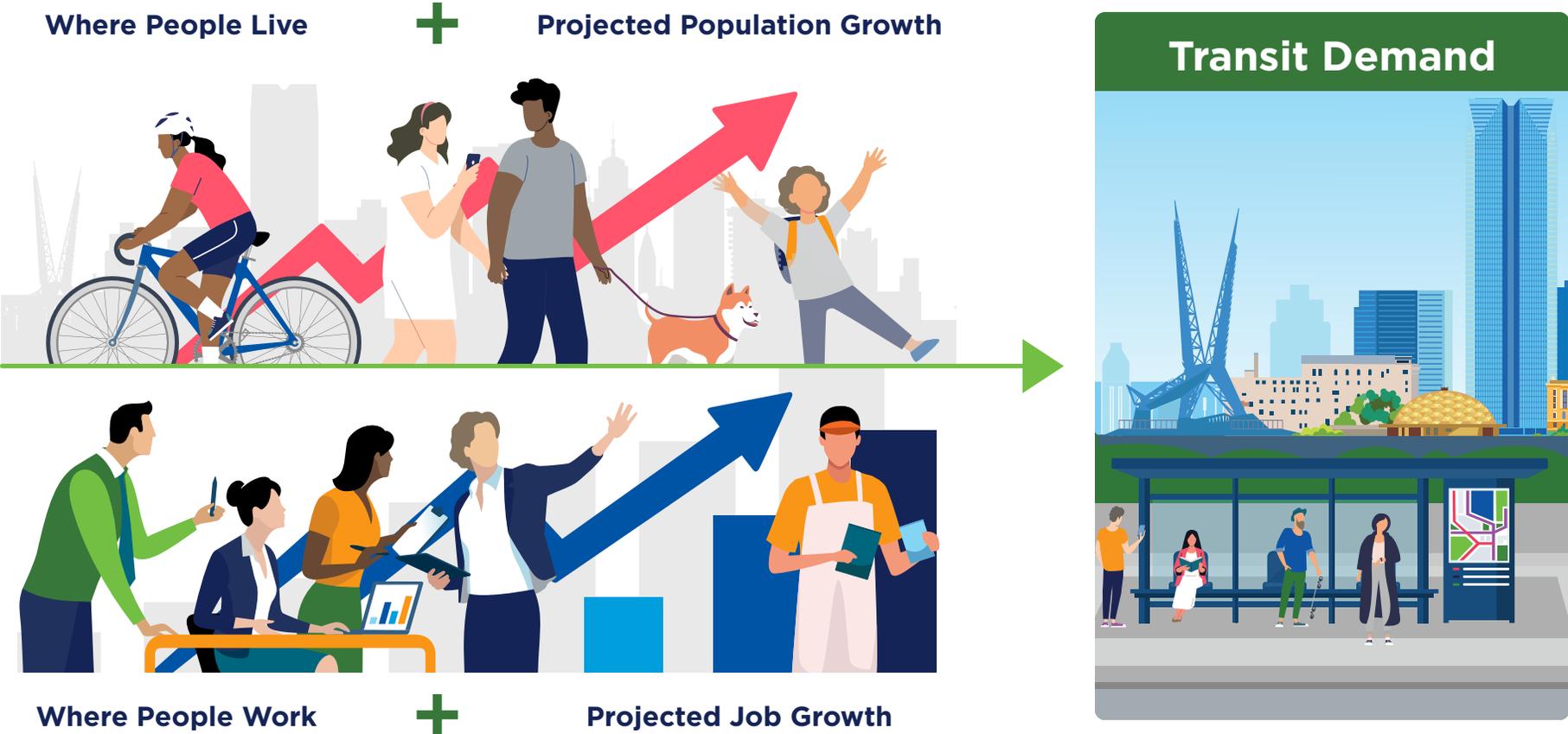


Figure 3. Transit Demand

LEGEND

 **ACOG TRANSPORTATION MANAGEMENT AREA**

 Future high-growth areas

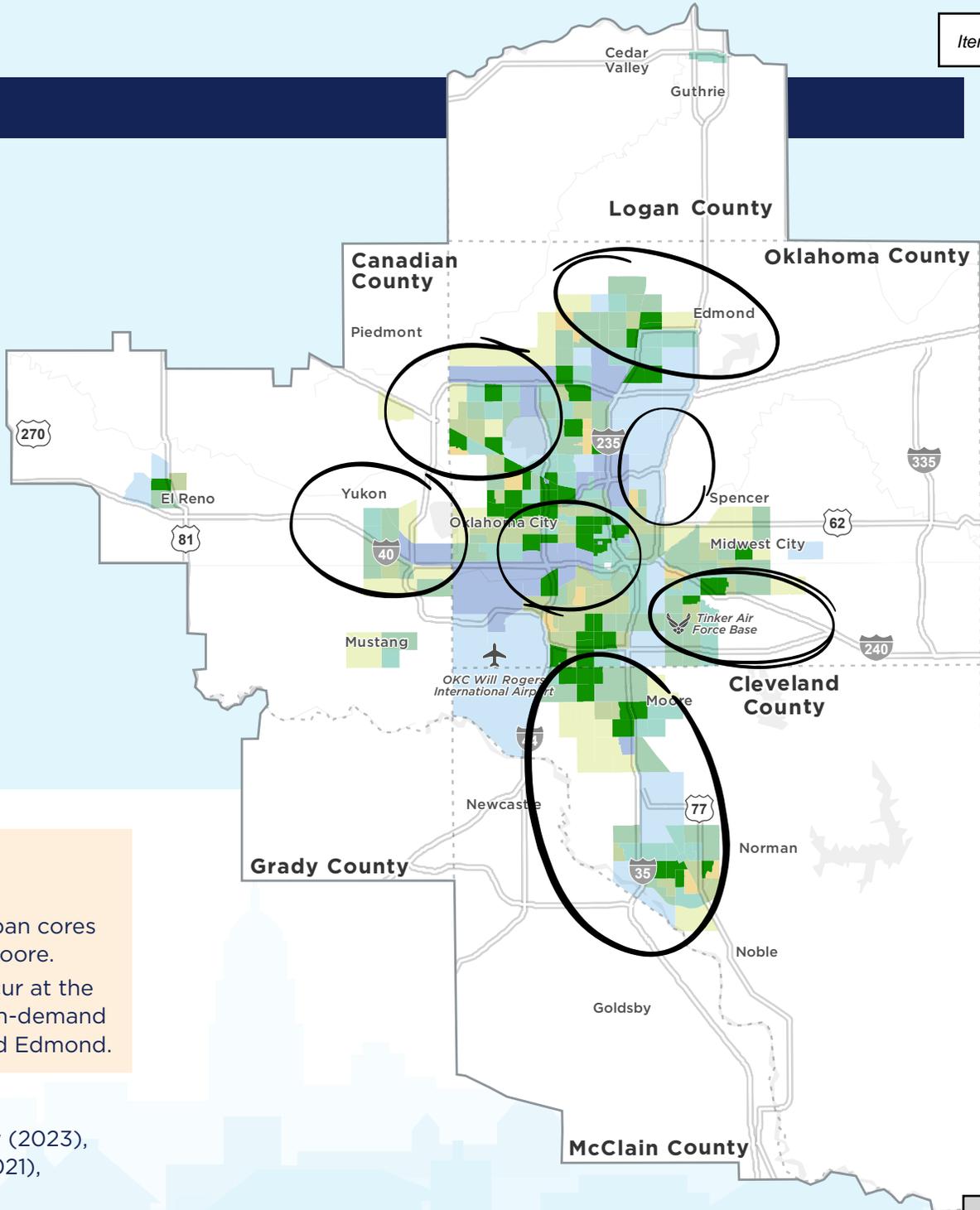
ACTIVITY DENSITY

 Population Density

 Employment Density

High 

Low  High



Key Takeaways:

- Population and job density is concentrated in Edmond’s, Norman’s, and Oklahoma City’s urban cores as well as parts of Yukon, Midwest City, and Moore.
- Population and job growth is projected to occur at the fringes of the urban area and will create a high-demand corridor between Norman, Oklahoma City, and Edmond.

Source: U.S. Census American Community Survey (2023), LEHD LODES (2022), ACOG 2045 Projections (2021), EMBARK, Edmond Citylink, First Capital Trolley

Transit Need

Transit need—also referred to as transit propensity—is a metric that assesses how various demographic groups, including individuals with lower-income, limited mobility, and other factors that influence transit dependency, use transit to get to work. Unlike approaches that focus primarily on population and employment density, the evaluation of propensity highlights specific communities or areas that may be dependent on transit and use it at higher rates.

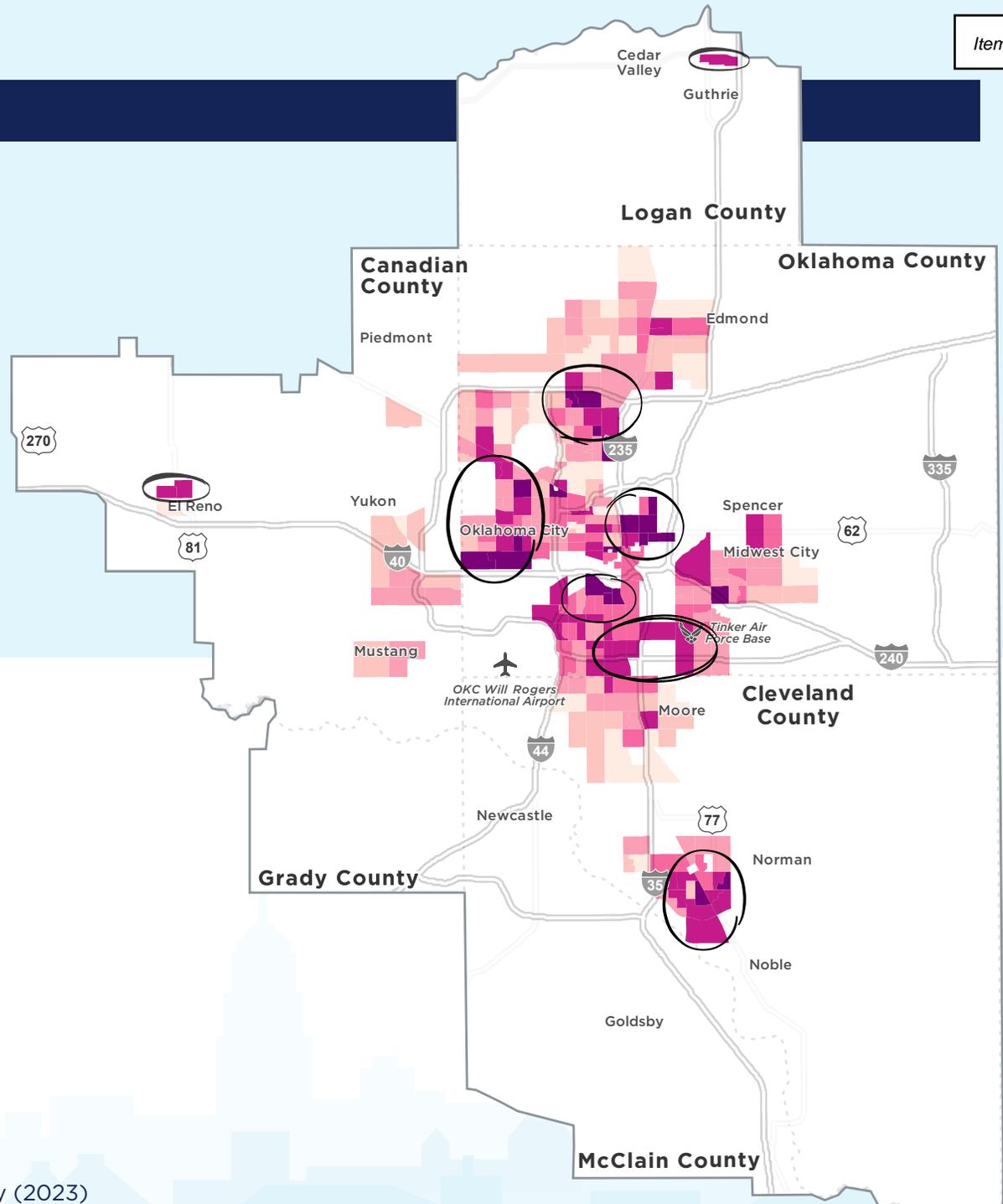
Identifying these high propensity areas provides key information on where transit investments could be prioritized to promote economic mobility for underserved communities.



Figure 4. Transit Propensity

LEGEND

- Very Low
- Low
- Moderate
- Somewhat High
- High
- Very High
- High propensity areas



WHAT DOES PROPENSITY MEAN?

High and Very High propensity areas have residents that are two times more likely to use transit.

For example, suburban areas with a significant number of low-income residents may have a high propensity for transit even though its overall population density is relatively low.

Source: U.S. Census American Community Survey (2023)

TRANSIT MARKETS

Transit markets define what level of service is best suited for the Study Area based on demographics and the built environment. Existing and emerging transit markets were developed to define where certain types of transit could be more successful now and in the future. Thresholds were used to show existing markets and how these markets may evolve over a 30-year planning horizon (Figure 5).

The defining service characteristics of each market includes land use, ridership potential, service types, service span, and frequency.

Table 3: Transit Market Characteristics

MARKET	TRANSIT PRIORITY	HIGHER FREQUENCY	FIXED ROUTE ACCESS	FLEXIBLE TRANSIT	LIMITED ACCESS
LAND USE DENSITY Underlying density and land use determines suitable service components	Highest Intensity	Moderately High Intensity	Suburban	Lower Intensity	Low Intensity
RIDERSHIP POTENTIAL Underlying land uses drive demand for transit and the potential for higher ridership	Highest	Higher	Moderate	Lower	Lowest
SERVICE TYPES Recommended options for modes of service based on market demand					
SERVICE SPAN Recommended service span based on market demand	All day weekday; late night; weekend	All day weekday; late night; weekend	All day weekday; limited weekend	Depends on local context	Depends on local context
SERVICE FREQUENCY Recommended route frequency based on market demand	<20 min during peak	<20 minutes	20 to 30 minutes	Various	<1 hour

High-Capacity transit consists of any combination of: bus rapid transit (BRT), light rail transit (LRT), and commuter rail.

LEGEND: High-Capacity Demand-Responsive Fixed Route Ferry Shuttle

Figure 5. Transit Market

LEGEND

 **ACOG TRANSPORTATION MANAGEMENT AREA**

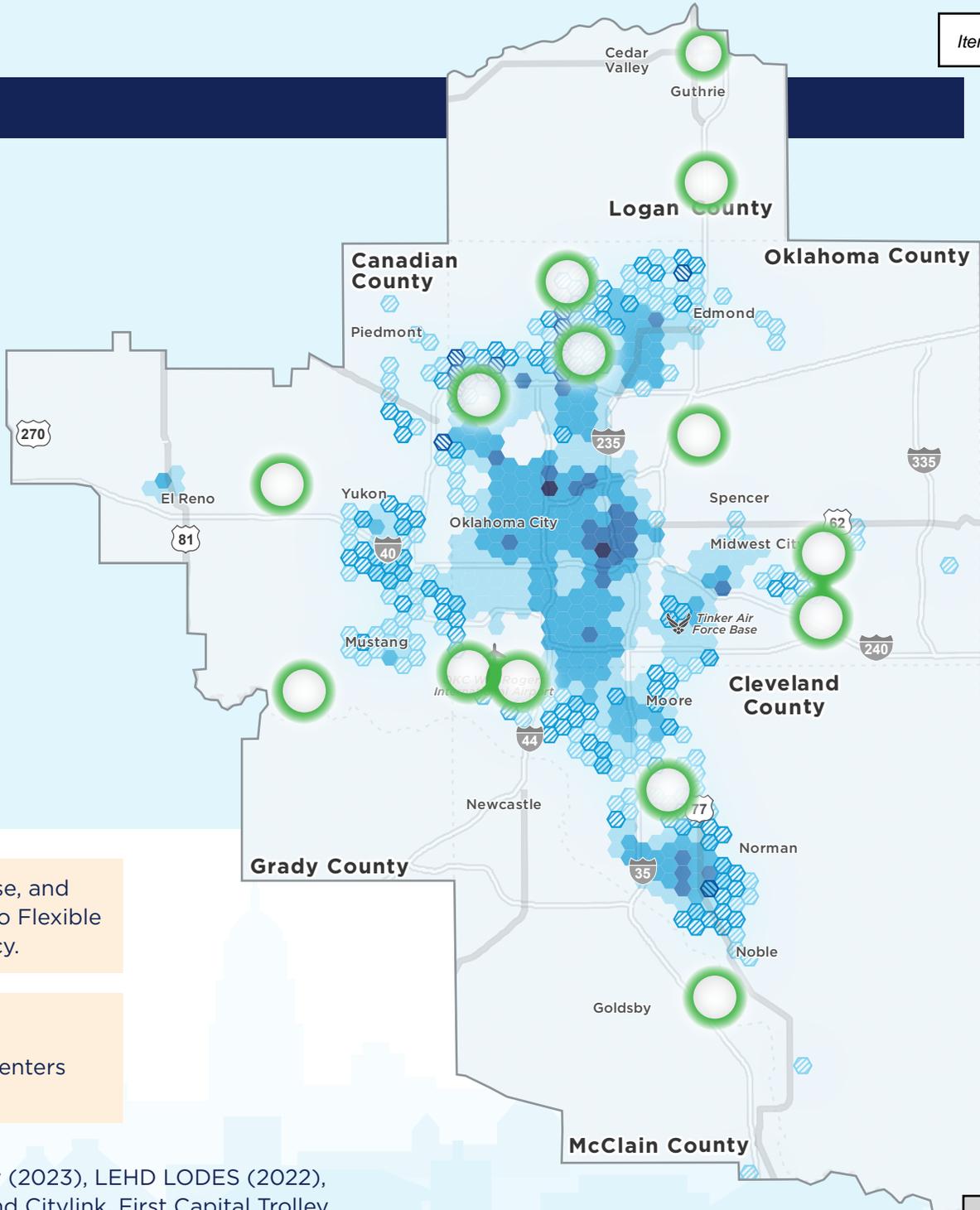
 Activity Node

EMERGING MARKET

-  Higher Frequency Service
-  Fixed Route Access
-  Flexible Transit Market

EXISTING MARKET

-  Transit Priority
-  Higher Frequency Service
-  Fixed Route Access
-  Flexible Transit Market
-  Limited Access



As the region grows, transit demand will increase, and new markets will emerge from Limited Access to Flexible Transit, Fixed Route Access, or Higher Frequency.

ACTIVITY NODES
Areas that are important destinations or work centers that are in lower density areas.

Source: U.S. Census American Community Survey (2023), LEHD LODS (2022), ACOG 2045 Projections (2021), EMBARK, Edmond Citylink, First Capital Trolley

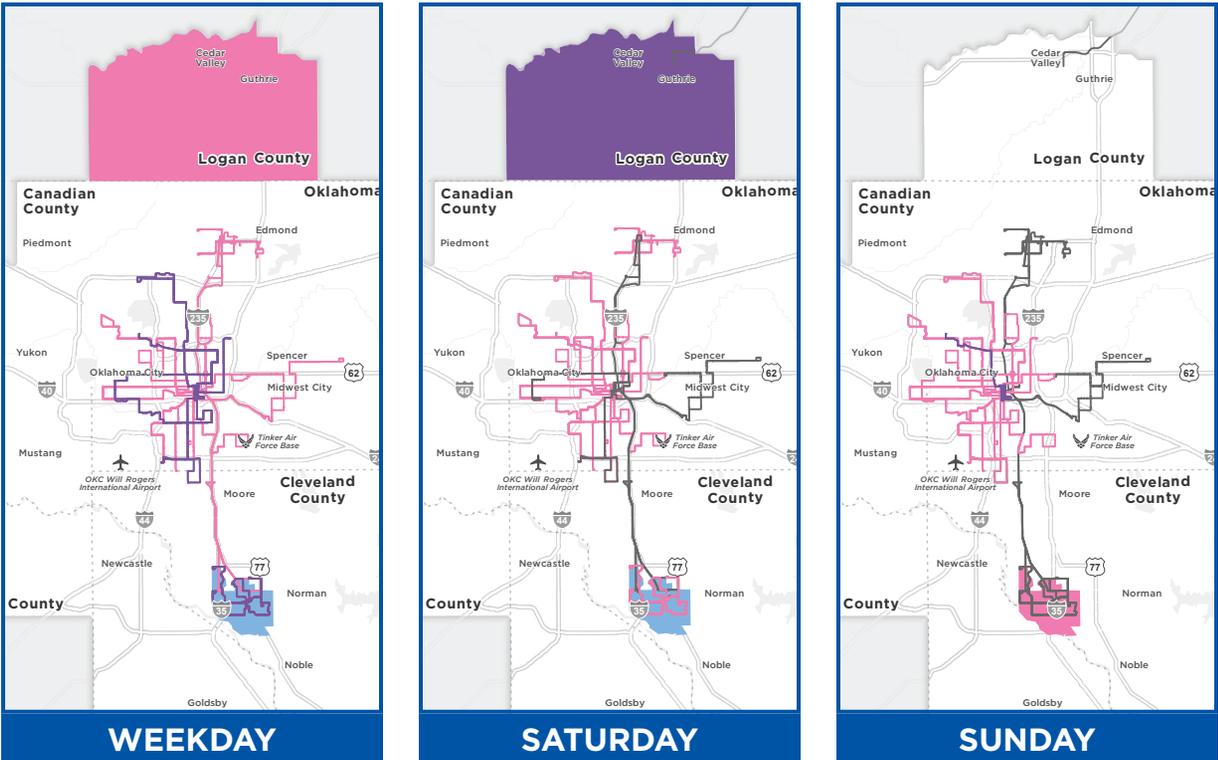
SERVICE ASSESSMENT

The transit system’s utility is limited by its service availability, which is defined by span and frequency. Decisions to intensify or enhance service by improving span and frequency can be informed by evaluating these two components alongside transit needs. The service assessment was used to determine whether the current transit system aligns with the needs of the community and identifies areas of improvement.



Span is measured at the route or system level and reflects how many hours per day as well as how many days of the week a service runs.

Figure 6: Existing Service Span



KEY TAKEAWAYS

- Transit in the region has the most availability during weekdays.
- There is less service availability on nights and weekends.
- Sunday services are very limited.
- On-Demand services provide extended spans outside of regular service hours in Norman.

LEGEND

- Daytime service
- Nighttime service
- Daytime and nighttime service

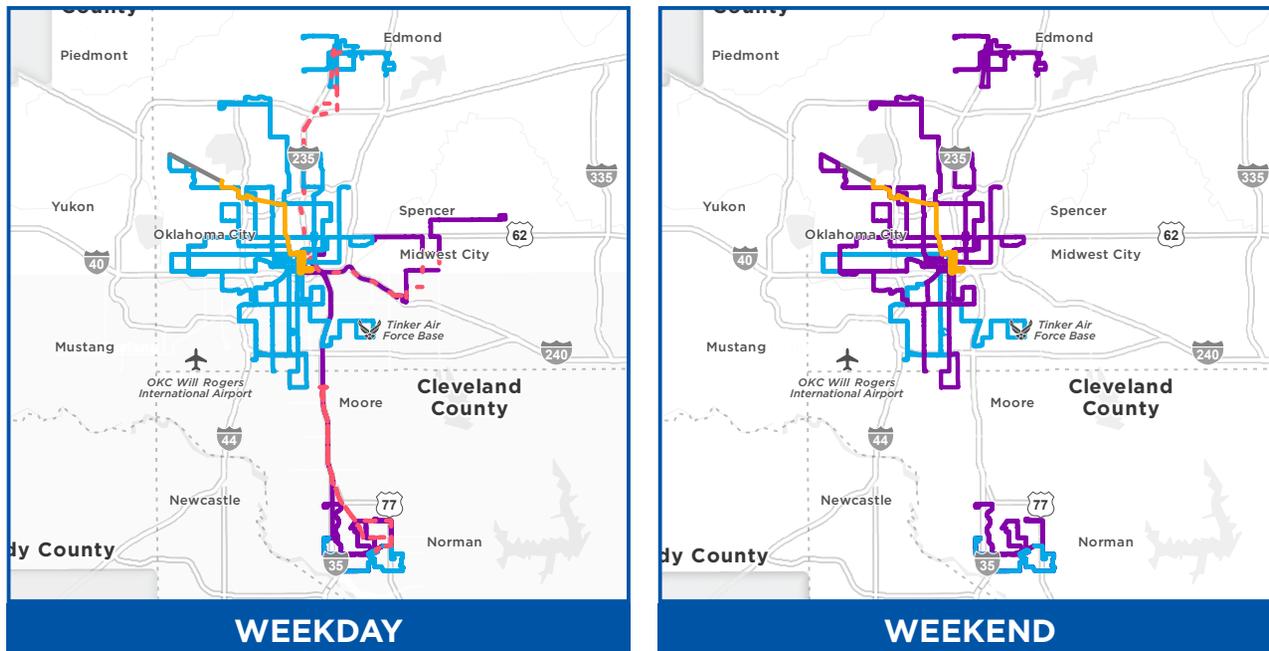
Nighttime service is defined as service that runs later than 8:00PM

Source: EMBARK, Edmond, Citylink



Frequency is measured at the route level and determines how often a service runs. Many services run higher frequencies at certain times of day, known as peak hours, when demand is higher, and lower frequencies during off-peak hours when demand slows.

Figure 7: Existing Service Frequency



15 Minutes or Less Between 25 and 45 Minutes 60 Minutes or More Peak Service

KEY TAKEAWAYS

- EMBARK weekend frequencies are much lower than weekday frequencies, and there are no connections between Edmond, Oklahoma City, and Norman.
- Routes between downtown Oklahoma City, Midwest City, Norman, and Edmond run weekday express service.
- The only daily and daytime high frequency, 15-minute-or-less service in the region are the OKC Streetcar and the *RAPID* NW BRT.

First Capital Trolley operates a timed shuttle service to Langston University, not shown on the map.

Source: EMBARK, Edmond Citylink

Community Transit Spotlight: *RAPID* Northwest (NW)

***RAPID* Northwest (NW) BRT**

The first bus rapid transit (BRT) service line in Central Oklahoma provides a premium transit service to Oklahoma City residents through faster and more frequent service. *RAPID* NW BRT averages 1,415 daily riders, showing how increased frequency along high activity corridors can boost ridership. Serving nearly 40,000 residents and 91,000 jobs, *RAPID*'s transit service reaches over 20% of the region's employment base within a half-mile.





Engagement Spotlight: Community Transit Needs

The needs assessment was rooted in data and further informed by community input. Community-driven feedback helped to inform the development of the transit vision and identify local needs not clearly evident in the data that was analyzed.

The LRTP public engagement process included two rounds of engagement in the Assess phase and Evaluate phase. Below is an overview of the first round of engagement.

Assess Phase Engagement Summary

- ✓ Need to provide better connections at transfer points
- ✓ Interest in express service between communities within the region
- ✓ Desire for increased frequency and longer service windows on weekdays and weekends
- ✓ General excitement for the future of transit in Central Oklahoma



19
Board/Committee Meetings



1,800
Website Views



+Factsheets,
Social Media,
Website



1
Virtual
Town Hall

34
Views

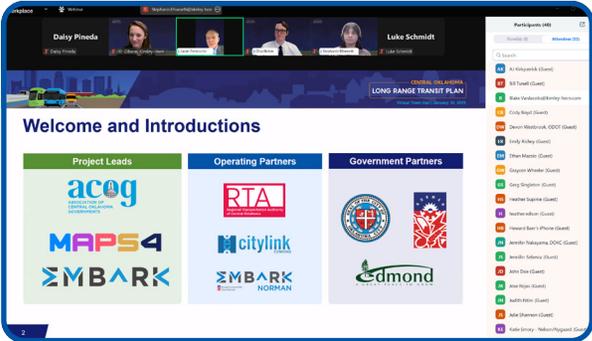
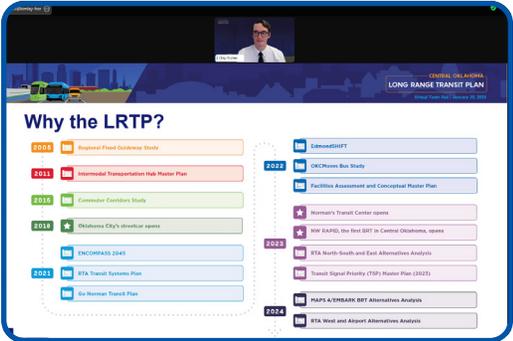
43
Attendees



20
Public Comments

For more information on how we involved the community and which stakeholder groups we met with, see Appendix B.

COMMUNITY INPUT



Round One Virtual Town Hall. January 30, 2025.



"I am very excited to see the high-capacity transit plans put forward. Transit between our city centers... **this would significantly increase the chances that my family and I continue to live and work in the OKC metro area.**"

What kinds of trips would you use transit for?

(Multiple Choice)

71%
Entertainment

61%
Getting to work/school

61%
Recreation

16%
Accessing healthcare/
social services

What features would make you use transit more often?

(Multiple Choice)

92% Frequent service

75% Reliability

33% No transfers

33% Safety

25% Easy to pay

21% Amenities

"I would love to have a dependable longer time range option for transit from Edmond to Norman as well as weekend options to get from Edmond to downtown regularly for more events. **I drive regularly to OKC and to Norman daily and would gladly utilize a transit option if it didn't require 15 transfers and half a day of travel to commitment.**"



"I'm really excited for this project! I think we've wanted this option for a really long time and **I believe it will elevate the quality of life in the OKC metro...Can't happen soon enough!**"

Figure 8. Transit Opportunities

The transit markets were compared to with existing service availability to identify opportunity areas to provide new or modified services.

By analyzing current transit services against market needs, areas were identified where new services could be introduced or existing services could be improved by adjusting routes, increasing frequency, or extending service hours. **Figure 8** shows areas where the transit system can better meet current community needs and accommodate future growth.

LEGEND

- ACOG TRANSPORTATION MANAGEMENT AREA**
- Transit Opportunities
- Activity Node

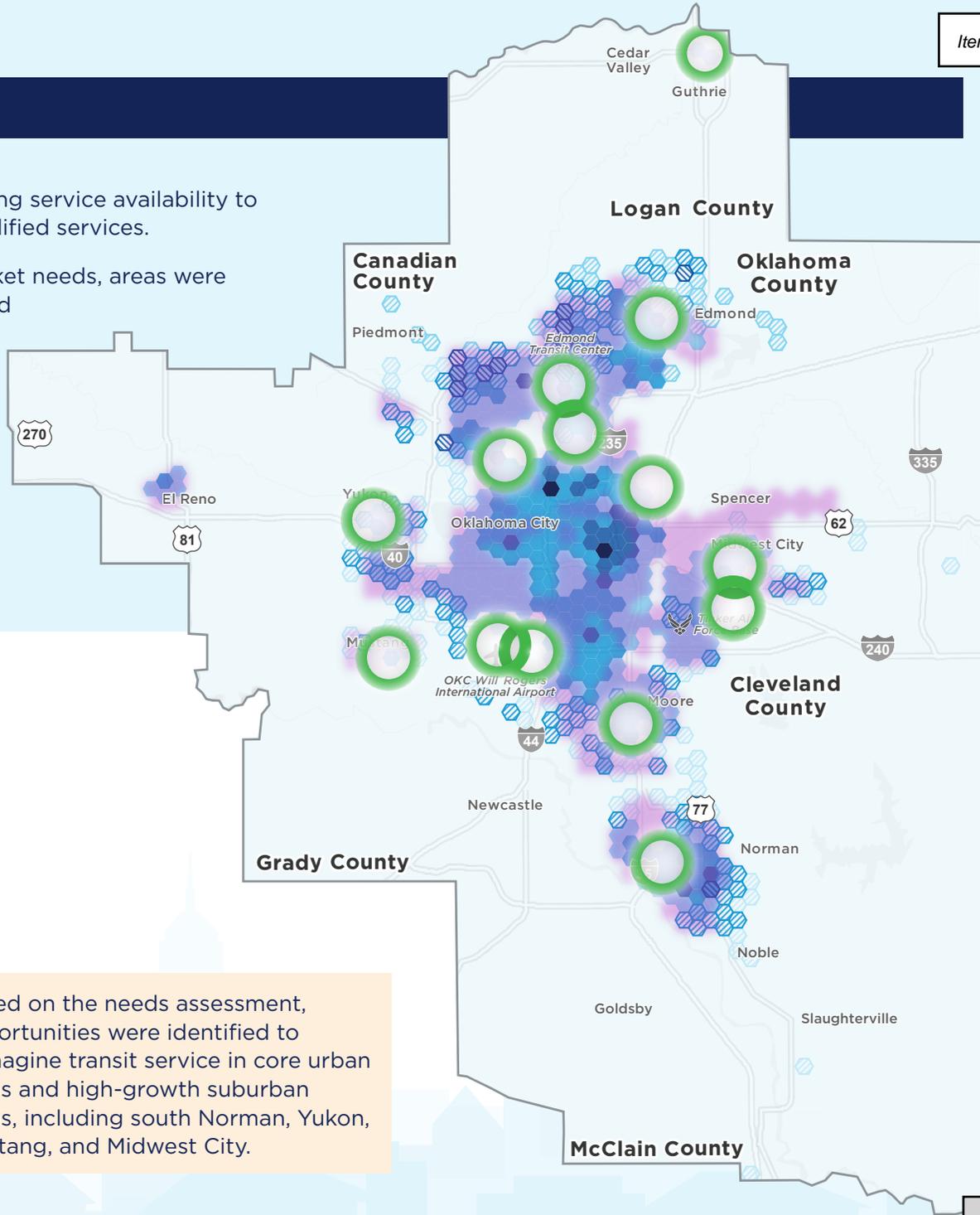
EMERGING MARKET

- Higher Frequency Service
- Fixed Route Access
- Flexible Transit Market

EXISTING MARKET

- Transit Priority
- Higher Frequency Service
- Fixed Route Access
- Flexible Transit Market
- Limited Access

Based on the needs assessment, opportunities were identified to reimagine transit service in core urban areas and high-growth suburban areas, including south Norman, Yukon, Mustang, and Midwest City.



Chapter

3

Evaluate Phase



Chapter 3

Evaluate Phase

The Evaluate Phase used key takeaways from the Assess phase to inform the development of three networks: a Short-Term, Mid-Term, and Long-Term transit network.

1 Identify Opportunities



Building off of Chapter 2, the following three components served as key inputs in refining opportunities identified in **Figure 8**.



PLANNED HIGH-CAPACITY

Leverage existing work to establish a transformative network that provides regional high-capacity service



LOCAL PLANNING EFFORTS

Input to determine agency short-term priorities and projects at the local level



STAKEHOLDER FEEDBACK

Collaboration to identify methods to reenvision transit priorities and explore regional connections

2 Identify Transit Improvement Strategies

Based on local planning priorities and stakeholder feedback, four primary strategies were identified to guide the development of the Short-Term, Mid-Term and Long-Term networks.



IMPROVE NETWORK CONNECTIONS

Create connections by modifying route alignments or adding new crosstown routes for more direct trips.



CONNECT TO HIGH-CAPACITY INVESTMENTS

Leverage high-capacity investments by modifying the local service to improve overall system accessibility.



HIGHER FREQUENCY SERVICE

Increase service frequency on core routes to decrease transfer wait times and allow riders more flexibility for different types.



COMPLEMENTARY PROGRAMS

Enable expanded service and support transit trips through better amenities and limit the number of transfers.

3 Develop a Universe of Potential Improvements



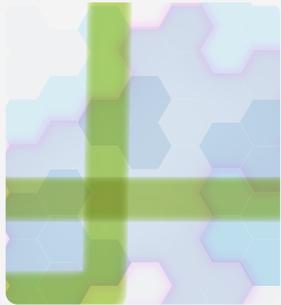
Stakeholders identified corridors and connections across the region to highlight all potential service enhancements within Central Oklahoma based on data-driven opportunities (**Figure 8**), the four transit improvement strategies and stakeholder input.

4 Refine Networks

Short-Term ↘



Mid-Term ↘



Long-Term ↘



Agencies refined the network by prioritizing potential improvements into three phases. The recommended network was refined based on their priorities and resources.

➤➤ Implementing the LRTP

The LRTP will serve as a guide for future service modifications. Additional detail on service modifications and implementation can be found in **Chapter 4**.

STAKEHOLDER ENGAGEMENT SPOTLIGHT: RE-ENVISIONING TRANSIT IN THE REGION

Transit stakeholders were brought together through an agency workshop to discuss and reimagine the future of transit in Central Oklahoma. Stakeholders responded to transit opportunities identified in the Assess phase, provided input on agency priorities, and discussed bold new ideas to deliver transit to better serve existing and future riders.

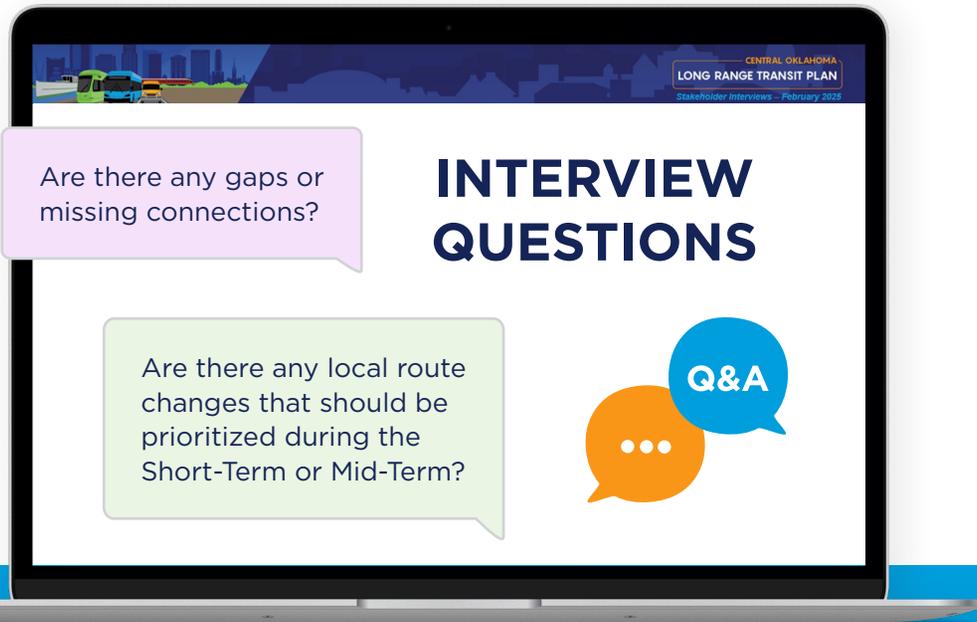
For more information on how we involved stakeholder groups, see Appendix B.



Round One Agency Workshop. December 12, 2024. Oklahoma City, Oklahoma.

TRANSIT VISION FEEDBACK

- Increased reliability and service spans for local bus
- Express service to El Reno and Yukon
- New on-demand zones to provide more flexible service
- Provide connections to:
 - 📍 High-Capacity Routes
 - 📍 Moore
 - 📍 Norman
 - 📍 Edmond

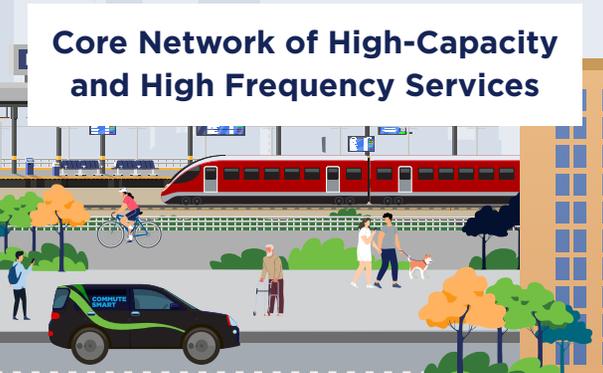


Networks

Achieving the LRTP vision will require a large investment and a phased approach. Regional stakeholders identified key priorities for the Regional Transit Vision, aiming to address growth based on current and future development projections.

Based on stakeholder input, the following table describes the three planning horizons that were developed for the LRTP.

Table 4: Network Summary

SHORT-TERM	MID-TERM	LONG-TERM
<p>Targeted Improvements in Key Areas</p> 	<p>Core Network of High-Capacity and High Frequency Services</p> 	<p>Integrated Transit System</p> 
<p>0-10 Years</p>	<p>10-20 Years</p>	<p>20-30+ Years</p>
HIGH-CAPACITY TRANSIT INVESTMENTS		
<ul style="list-style-type: none"> MAPS 4 NE/S BRT Corridor OKC Streetcar Extension (to MAPS 4 Multipurpose Stadium) 	<ul style="list-style-type: none"> RTA N/S Commuter Rail RTA West BRT Corridor RTA East BRT Corridor RTA Airport LRT Corridor & RTA Federal Aviation Administration (FAA) Extension 	<ul style="list-style-type: none"> OKC Streetcar Extension (Innovation District) RAPID NW BRT Extension
LOCAL SERVICE INVESTMENTS		
<ul style="list-style-type: none"> New high frequency in select corridors Enhanced service spans on select routes 	<ul style="list-style-type: none"> High frequency service on core network Enhanced service spans on core network 	<ul style="list-style-type: none"> New on-demand zones to expand access Enhanced service spans on all routes

NETWORK EVALUATION

The following section summarizes the overall performance of each network, the benefits to communities and the potential costs. The networks were evaluated using 19 performance metrics organized under the four project goals. These metrics—developed in close collaboration with stakeholder agencies—reflect regional priorities such as accessibility, equity, cost-effectiveness, and user experience.



Provide communities with meaningful access to transit

- Access to jobs
- Access to residents
- Access to transit-dependent residents
- Access to future job growth
- Access to future population growth
- Access to existing and planned transit supportive land uses
- Supports economic development



Create a compelling, reliable rider experience

- Serves areas with supportive active transportation facilities
- Appropriate passenger facilities at high-ridership stops
- Number of transfer points
- Transit competitiveness



Offer competitive service options

- Reliability
- New frequent service
- Access to frequent service
- Ridership



Utilize resources effectively

- Capital costs
- Operation & Maintenance (O&M) costs
- Federal or state funding eligibility
- Passenger per hour capacity



Engagement Spotlight: Aligning with Community Transit Needs

During our network evaluation in the second round of public engagement, the Regional Transit Vision was presented at committee meetings and town halls, inviting valuable feedback to ensure the LRTP goals are achieved.

Evaluate Phase Engagement Summary

- ✓ Need for transit to respond to the uniqueness of central Oklahoma’s growth
- ✓ Interest in funding feasibility and procedures to implement the vision
- ✓ Desire for increased frequency and longer service windows on weekdays and weekends
- ✓ General excitement for the future of transit in Central Oklahoma

9
Board/Committee Meetings

2,246
Website Views

**+Factsheets,
Social Media,
Website**

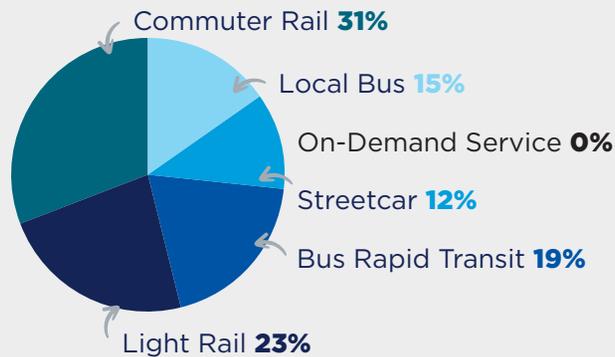
1
Virtual
Town Hall

745
Views

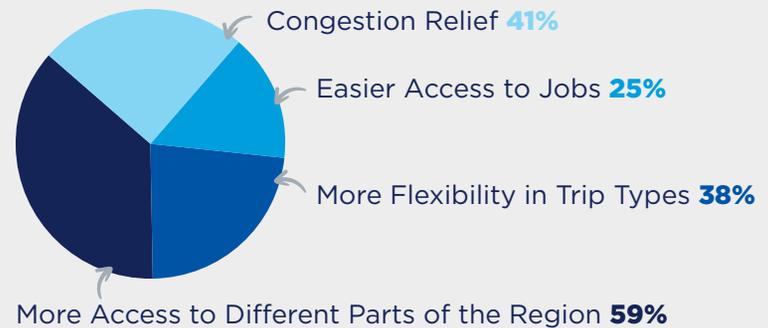
34
Attendees

34
Public Comments

What transit service would you use the most? *(Single Choice)*



Based on the proposed vision, which benefits are you the most excited about? *(Multiple Choice)*



NETWORK COMPONENTS

The proposed networks represent a shift toward a more connected and regionally balanced transit network. While Downtown Oklahoma City remains a key hub, the vision aims to reduce reliance on downtown transfers by supporting more direct crosstown and inter-suburban connections. The components that make up each network are described below and the following section describes the components of each network—Short-Term, Mid-Term, and Long-Term—as well as the network’s performance against select goals that were identified as part of the evaluation framework.

Core Network

The LRTP proposes phased improvements to establish a core network of high-capacity and high frequency services to enhance reliability and provide more convenient services along high demand corridors making transit more attractive and accessible for all.

- ★ **High-Capacity Routes** are designed to handle a large number of passengers, often using larger buses with more frequent service to accommodate higher demand. A majority of these routes were identified through previous planning efforts, with additional high-capacity routes identified through high levels of underlying demand or stakeholder feedback.
- ★ **High Frequency Routes** arrive at shorter intervals, typically at 20 minutes or less during peak times. High frequency improvements on existing and new routes were identified through stakeholder and community feedback and are designed to reduce waiting times for passengers, making bus travel more convenient and reliable.

Fixed Route

The LRTP proposes enhancements to existing routes and new routes to maximize connections to high-capacity and high frequency services, provide more direct services to riders, and expand service into emerging, high-need markets.

-  **Crosstown Routes** travel across a City or urban area, without crossing through the central business district. These routes are designed to provide direct connections between outlying neighborhoods and districts, reducing the need for passengers to travel into the city center.
-  **Express Routes** often provide connections between cities or other major destinations with limited stops along the way to reduce travel time for longer-distance commuters. These routes may provide services for a shorter service window, or only during the peak period.
-  **Local Bus Routes** will provide service in high-growth areas, improve connectivity, and enhance accessibility in underserved areas.

On-Demand Zones

On-demand zones can complement traditional transit by filling in gaps and providing more tailored transportation solutions while improving the overall systems flexibility and accessibility.

-  **All Day** on-demand zones operate in lower-density areas where it may not be cost-effective to operate fixed route and help provide connections to major transit hubs or stations.
-  **Night/Weekend** on-demand zones operate during off peak hours or times of day when passenger demand is too low to support frequent fixed route services.



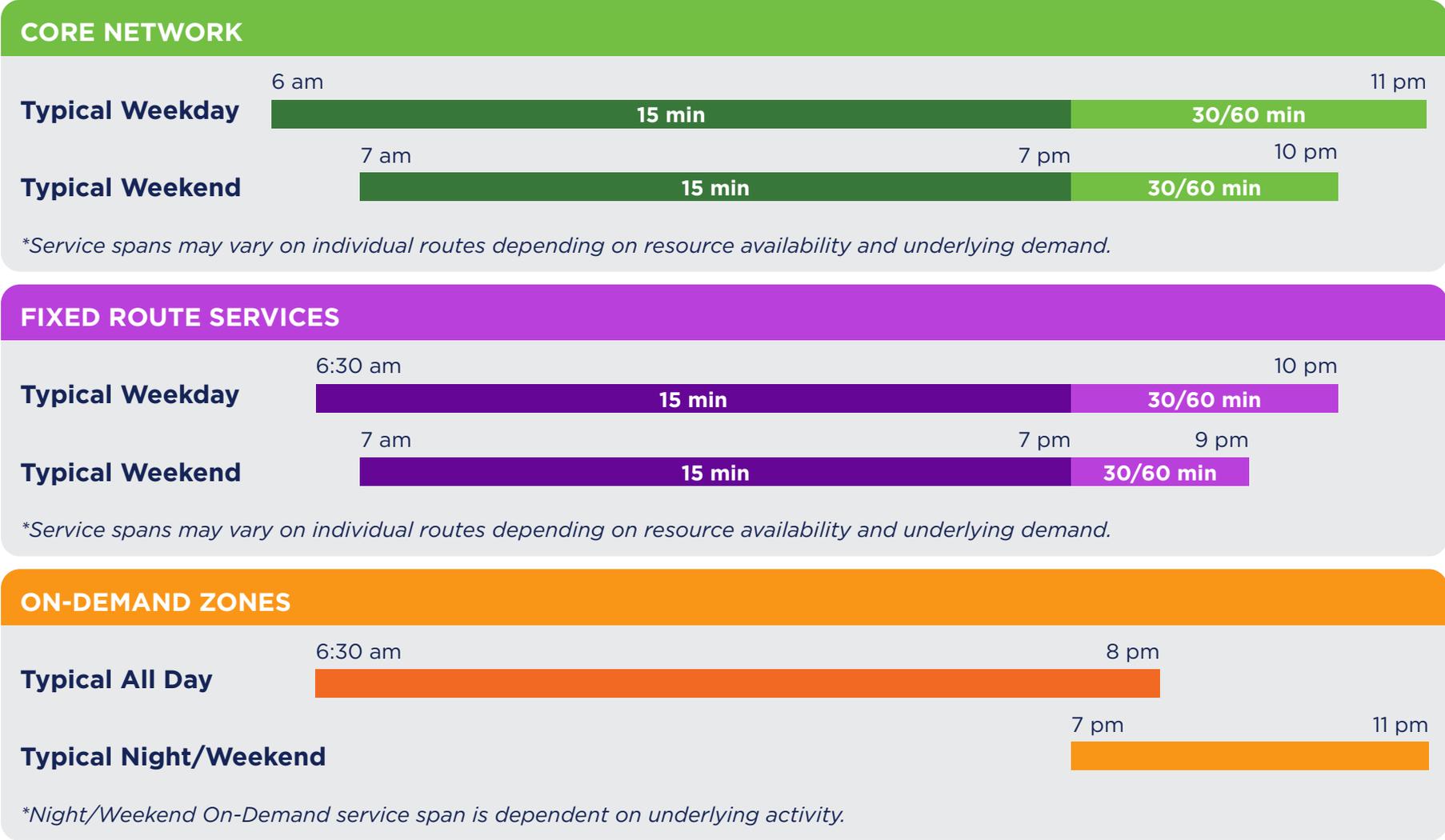
Routes identified in each component may overlap with each other—for example, a new crosstown route could also be considered a high frequency route. This means that the same route may be included in more than one component.



Increasing Utility of the Transit System

Routes with Service Enhancements include route modifications to improve connectivity or reduce redundancy with high-capacity investments as well as increased service spans to provide service to a wider variety of trip types.

Figure 9: Transit Vision Service Spans



**Service spans for identified high-capacity services vary and will be implemented as identified in previous planning efforts*

Chapter 3 focuses on the phased network improvements and performance for each planning horizon. For additional information on implementation strategies and recommended actions, see **Chapter 4: Implementation**.

SHORT-TERM SCENARIO

Targeted Improvements in Key Areas

In the Short-Term, projects from previous planning efforts and realignments of local service will be implemented to complement the new NE/S BRT Corridor. This development will help reduce travel times and improve mobility within the region.

Item 6.

Horizons	0-10 Years
Projects	NE/S MAPS 4 BRT Corridor & OKC Streetcar Extension (to MAPS 4 Multipurpose Stadium)
Key Network Highlights	<ul style="list-style-type: none">• New high frequency in key corridors• Enhanced service spans on key routes

Core Network



4

HIGH-CAPACITY ROUTES



5

HIGH FREQUENCY ROUTES



95 MILES

of High-Capacity or High Frequency Services



123,000

RESIDENTS & JOBS with Increased Access to Frequent Service

Fixed Route



3

NEW LOCAL BUS



5

ENHANCED BUS

On-Demand Zones



3

ALL DAY



1

NIGHT/WEEKEND

Key Destinations

- Oklahoma City Community College
- Adventure District
- Downtown Oklahoma City
- VA Hospital & Oklahoma University (OU) Health Science Center

Performance Metrics



Access to **630** more jobs and **4,000** residents



Access to **72,000** potential new jobs



Potential to serve **17,000** to **19,000** average daily weekday transit riders



Access to **1,000** more underserved groups



Access to **2,000** potential new residents

Figure 10. Short-Term Scenario Map

LEGEND

High-Capacity

- Northeast/South MAPS 4 BRT
- RAPID Northwest BRT
- OKC Streetcar

Regional Corridor

High Frequency Corridor

Local Bus Corridor

On-Demand Zone

Key high priority frequency upgrade

Modify the local bus network to enhance connections to NE/S BRT and reduce redundancy between existing services

Provide On-Demand Service to provide a more tailored transportation solution

HOW MUCH WILL THE SHORT-TERM COST?



\$175M - \$285M
Total Capital Cost (2026-2035)



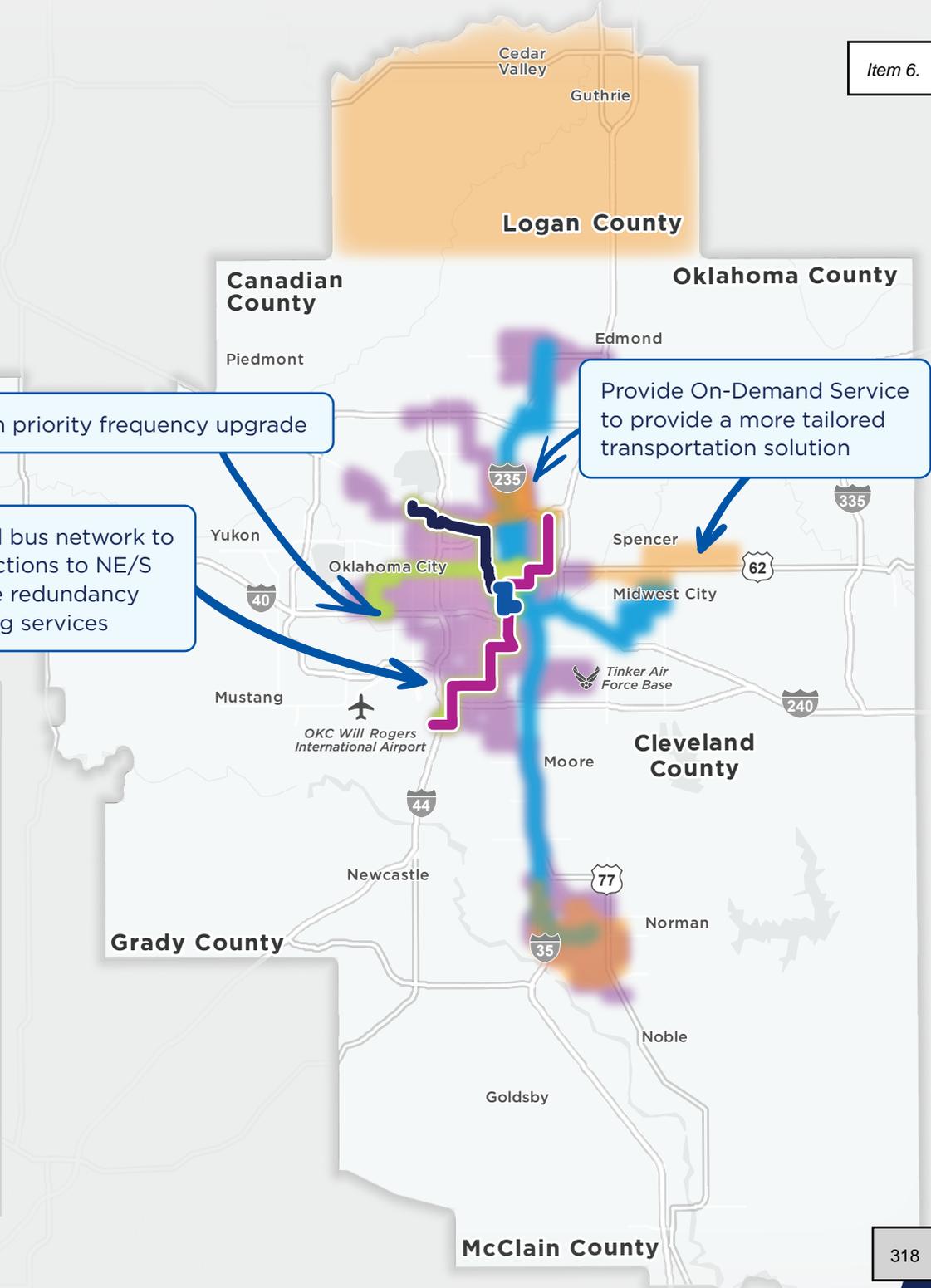
\$75M - \$125M
Vehicle Procurement



\$75M - \$125M
New or Upgraded Facilities



\$70M - \$100M
Additional Annual Operating Cost



Note: Not including RTA projects

MID-TERM SCENARIO

Item 6.

Core Network of High-Capacity and High Frequency Services

The Mid-Term builds on the Short-Term scenario with the addition of more than a dozen new routes, including the RTA's planned high-capacity investments. These routes improve regional connectivity and expand the network's reach into growing areas.

Horizons	10-20 Years
Projects	RTA N/S Commuter Rail, RTA West BRT Corridor, RTA East Corridor, RTA Airport LRT Corridor & RTA FAA Extension
Key Network Highlights	<ul style="list-style-type: none"> High frequency service on core network Enhanced service spans on core network

Core Network

- 9** HIGH-CAPACITY ROUTES
- 16** HIGH FREQUENCY ROUTES
- 430 MILES** of High-Capacity or High Frequency Services
- 375,000** RESIDENTS & JOBS with Increased Access to Frequent Service

Fixed Route

- 6** CROSSTOWN ROUTES
- 2** EXPRESS ROUTES
- 7** NEW LOCAL BUS
- 15** ENHANCED BUS

On-Demand Zones

- 4** ALL DAY
- 1** NIGHT/WEEKEND

Key Destinations

- Tinker Air Force Base
- OKC Will Rogers International Airport
- University of Central Oklahoma
- University of Oklahoma

Performance Metrics

- Access to **69,000** more jobs and **157,000** residents
- Access to **93,000** more underserved groups

- Access to **104,000** potential new jobs
- Access to **34,000** potential new residents

- 10-15%** decrease in transit trip times between key destinations
- Potential to serve **35,000** to **47,000** average daily weekday transit riders

Figure 11. Mid-Term Scenario Map

LEGEND

High-Capacity

- Northeast/South MAPS 4 BRT
- RAPID Northwest BRT
- OKC Streetcar
- RTA Corridors

Regional Corridor

High Frequency Corridor

Local Bus Corridor

On-Demand Zone

HOW MUCH WILL THE MID-TERM COST?



\$135M - \$190M

Total Capital Cost (2035-2045)



\$65M-\$90M

Vehicle Procurement



\$65M - \$90M

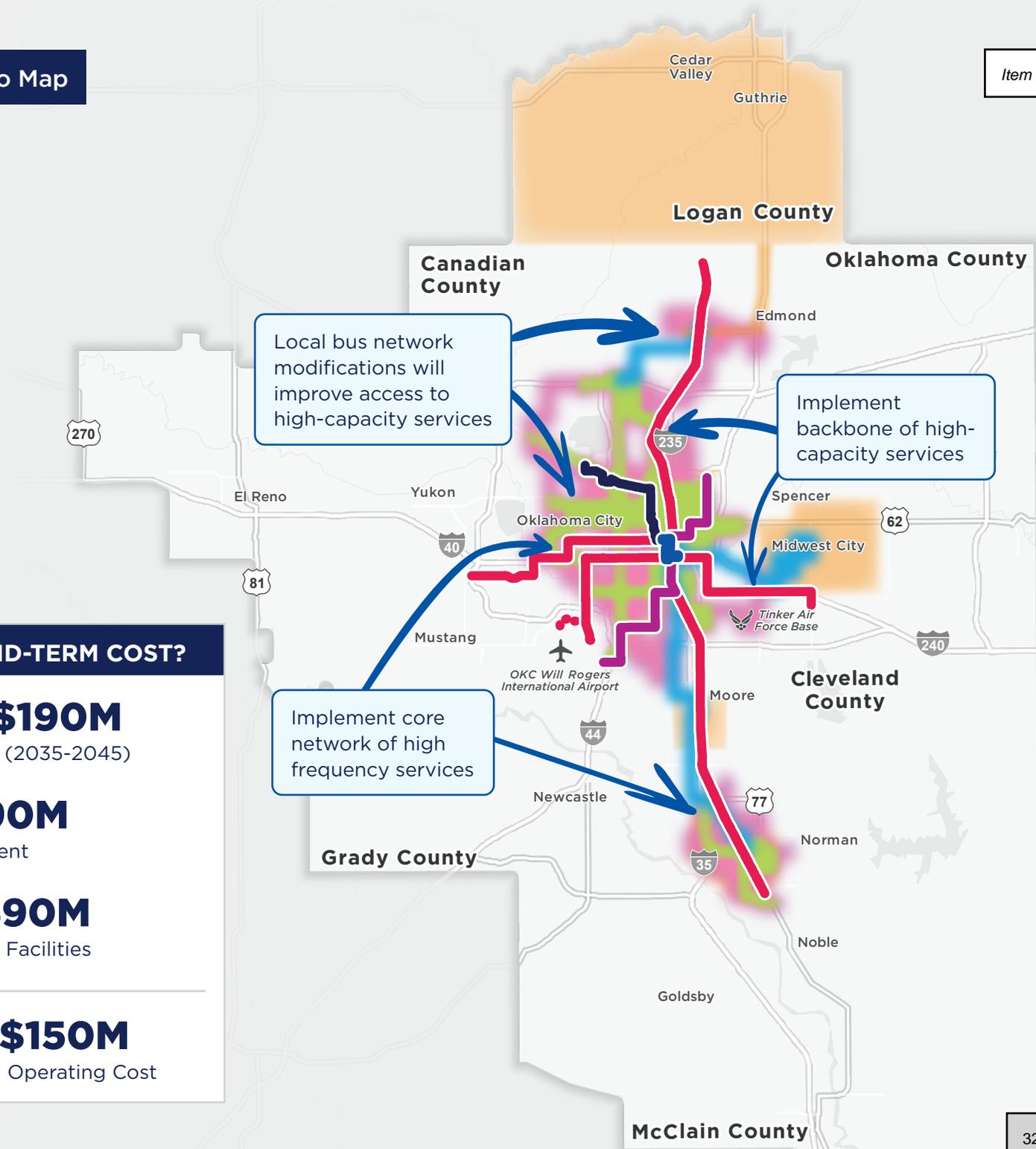
New or Upgraded Facilities



\$100M - \$150M

Additional Annual Operating Cost

Note: Not including RTA projects



LONG-TERM SCENARIO

Item 6.

Integrated Transit System

The Long-Term further expands access to growing communities using flexible on-demand transit, adding weekend and night service, and additional crosstown routes. These new services will create a premium experience for riders across the region.

Horizons

20-30 Years

Projects

OKC Streetcar Extension (Innovation District),
RAPID NW BRT Extension

Key Network Highlights

- New on-demand zones to expand access
- Enhanced service spans on all routes

Core Network



9

HIGH-CAPACITY ROUTES



16

HIGH FREQUENCY ROUTES



430 MILES

of High-Capacity or
High Frequency Services



375,000

RESIDENTS & JOBS
with Increased Access to
Frequent Service

Fixed Route



8

CROSTOWN ROUTES



3

EXPRESS ROUTES



8

NEW LOCAL BUS



24

ENHANCED BUS

On-Demand Zones



13

ALL DAY



2

NIGHT/WEEKEND

Key Destinations



Innovation District



El Reno



Moore



Lake Hefner

Performance Metrics



Access to **151,000**
more jobs and **390,000** residents



Access to **170,000**
potential new jobs



20-25% decrease in
transit trip times between
key destinations



Access to **219,000** more
underserved groups



Access to **100,000**
potential new residents



Potential to serve **38,000**
to **67,000** average daily
weekday transit riders

Figure 12. Long-Term Scenario Map

LEGEND

High-Capacity

- Northeast/South MAPS 4 BRT
- RAPID Northwest BRT
- OKC Streetcar
- RTA Corridors
- Extension in Planning

Regional Corridor

High Frequency Corridor

Local Bus Corridor

On-Demand Zone

Enhancements to Logan Counties On-Demand Zone will connect North Central Oklahoma to the region's transit system

New express routes will provide peak hourly service to Yukon, Moore, and El Reno

New On-Demand zones will enhance access to South and East Norman

HOW MUCH WILL THE LONG-TERM COST?



\$190M - \$250M
Total Capital Cost (2046-2055)



\$115M-\$150M
Vehicle Procurement

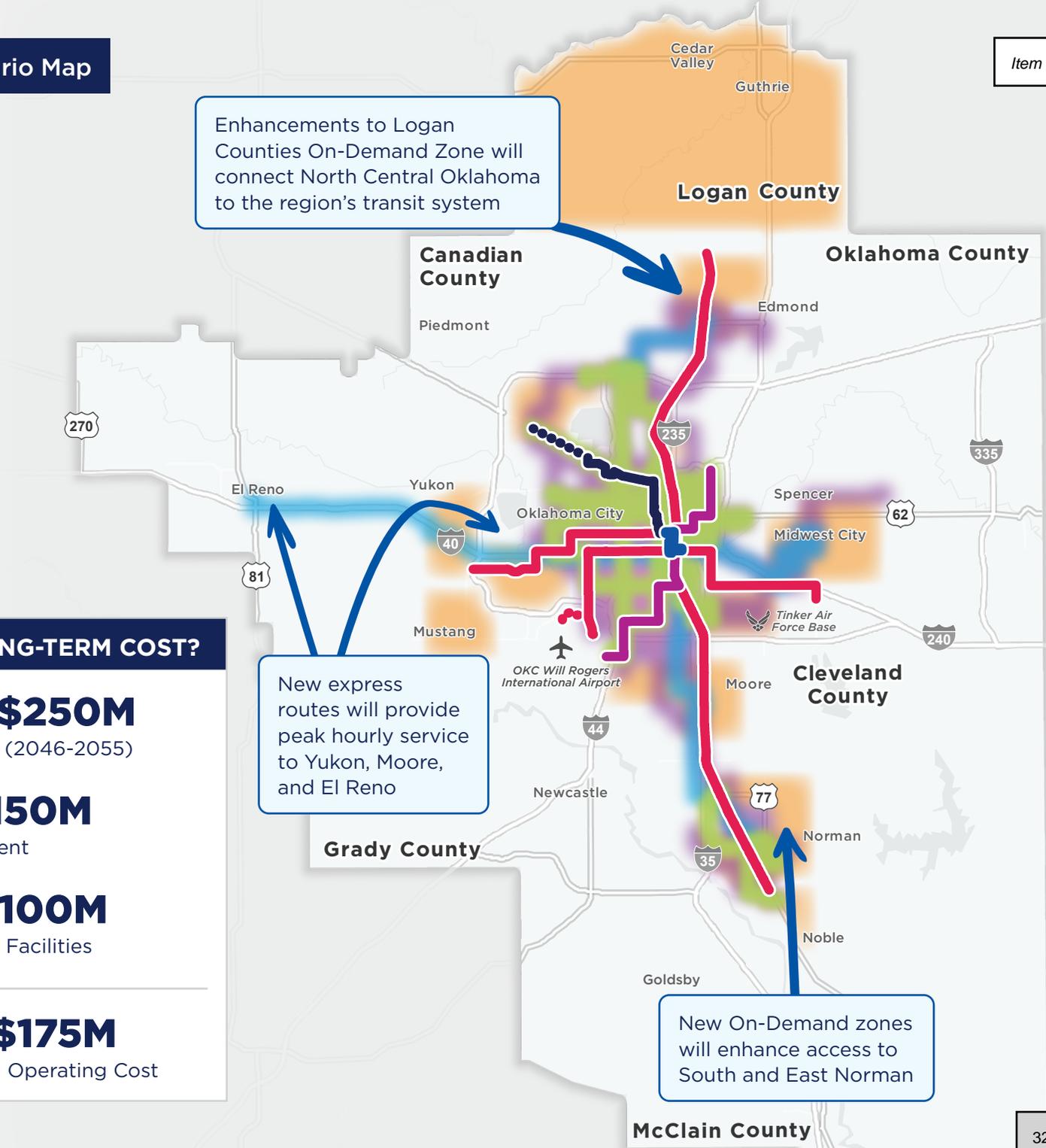


\$75M - \$100M
New or Upgraded Facilities



\$125M - \$175M
Additional Annual Operating Cost

Note: Not including RTA projects



ECONOMIC DEVELOPMENT

The LRTP recommends significant investments in transit throughout Central Oklahoma that will enhance the transit experience and make the system more legible, comfortable, and attractive for riders. These investments will generate many benefits for the local and regional economy.

Benefits of Investing in Transit

- Increased Job Access** → *More access to more types of jobs*
- Reduced Transportation Costs** → *Lower personal transportation expenses by offering transit options*
- Improved Quality of Life** → *Reduced commute times and less traffic congestion allows for more time for personal activities*
- Economic Competitiveness** → *Stimulates local economy by attracting businesses and encouraging development*
- Property Value Increase** → *Proximity to transit boosts property values.*
- Greater Mobility for All** → *Provides reliable transit for those unable to drive*

Boosting Economic Growth and Development

 <p>5-to-1 Return on Long-Term Investments</p>	 <p>151,000 Additional Jobs Accessible by Transit</p>	 <p>1,300 Sustained Jobs</p>	<p>Save commuters 1.1 M Hours from Reduced Congestion Annually</p>
	 <p>\$100+ M Annual Growth in the Local Economy</p>	 <p>\$120+ M In Wages</p>	 <p>\$28+ M Annual Savings from Reduced Congestion</p>

TRANSIT VISION: SYSTEM GROWTH

Achieving the Transit Vision will require substantial growth of the transit system in Central Oklahoma. The table below highlights growth metrics across the system for local transit agencies – EMBARK, Norman Transit (dba EMBARK), Citylink Edmond, and First Capital Trolley. The RTA was not included in the system growth analysis.

Table 5: System Growth Metrics

 Fixed Route Service Growth	170% ↑ in Revenue Service Hours	140% ↑ in Revenue Service Miles	
 Demand Response Service Growth	100% ↑ On-Demand Services	85% ↑ Paratransit Operations	145% ↑ Demand-Response Vehicle
 Operations & Maintenance Growth	115% ↑ in Vehicles	160% ↑ in Staff	
 Supportive Infrastructure	\$255M - \$365M Vehicle Procurement	\$75M - \$125M New or Upgraded Facilities	\$30M - \$45M Other Costs (Technology, etc.) <i>Note: Only includes Short-Term and Mid-Term Scenarios</i>

Based on existing revenue streams as well as local and federal funding, there is a funding gap that will need to be addressed to deliver the Transit Vision outlined in **Chapter 3**.

\$450M - \$700M
 Capital Funding Gap

\$1.25B - \$1.75B
 Operating Funding Gap

Chapter 4 will provide detailed information on the necessary steps and actions to deliver the Transit Vision.

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Chapter
4

Recommend Phase



Chapter 4

Recommend Phase

This chapter outlines a roadmap for delivering the short-term, mid-term, and long-term networks presented in **Chapter 3**. Each section (outlined below) is intended to provide a deeper understanding on the challenges, opportunities, and potential actions that could support the implementation of the Regional Transit Vision.

Delivering Transit Service

This section outlines how the LRTP serves as a guide for developing more specific service modifications as well as the steps necessary to take the LRTP's corridor-level improvements into more specific route alignments. This section also provides details on the necessary fleet, maintenance, and staffing expansion necessary, and highlights opportunities for implementing and re-thinking how demand response services are delivered in the region.

 **Service Improvements**

 **Fleet, Maintenance, and Staffing**

 **Demand Response**

Infrastructure Investments

This section highlights the supportive infrastructure required for both operators and passengers, including bus stops, park and rides, and mobility hubs. Additionally, the significant expansion of high frequency and high-capacity services will require additional infrastructure to support speed, reliability and operator efficiencies.

 **Supportive Infrastructure**

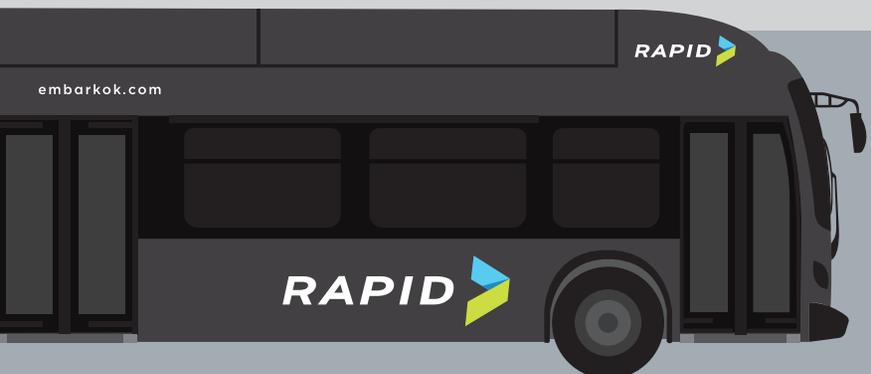
 **Operating Improvements**

Strategic Funding and Partnerships

This section highlights all the funding options available within the Central Oklahoma region as well as opportunities to expand partnerships between public agencies, private businesses, and non-profits.

 **Funding**

 **Partnerships, Policies, and Programs**



INSIGHTS FROM OTHER AGENCIES

Peer agencies from across the country were selected to inform the recommendations identified in **Chapter 4**. This section highlights lessons learned, innovative practices, and effective strategies from other agencies.

Action Plan

The Action Plan summarizes the recommendations and phasing for the short-term, mid-term, and long-term. It also details the roles and involvement of transit stakeholders in the region under various categories.

Future Updates

This section highlights items that should be considered as the plan is updated so that the LRTP remains a relevant guiding document for transit improvements in the region.

DELIVERING TRANSIT SERVICE

Service Improvements

Transit corridors and investments identified in the LRTP provide a Transit Vision for local agencies to plan toward. As agencies gain clarity on the timeline for high-capacity projects, local services will be modified to leverage and connect to the high-capacity network. The LRTP serves as a guide in the development of future Comprehensive Operational Analyses (COAs) which will provide greater clarity on the specific service modifications. For more information on the overall transit planning process, see **Page 7**.

When implementing these local bus network improvements, there are several key steps that each agency will need to take.



1 Incorporate LRTP recommendations into Comprehensive Operational Analyses (COAs)

Agencies will update COAs to assess current operations and identify more specific configurations for new routes and route realignments. If a new high-capacity route will require significant modifications to local services, a Feeder Bus Study should be conducted to generate targeted community feedback. Based on the extent of route modifications, a Title VI Equity Analysis may be required.



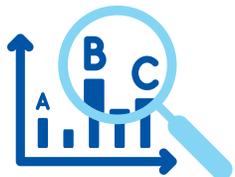
2 Design and/or construct necessary infrastructure improvements to deploy service

Agencies will need to assess modifications or new infrastructure required to support network modifications. (See **Infrastructure Investments** for additional details on what supportive infrastructure may be required).



3 Notify the public on upcoming network modifications

Agencies will need to provide information to riders through various channels such as websites, social media, printed materials, and signage.



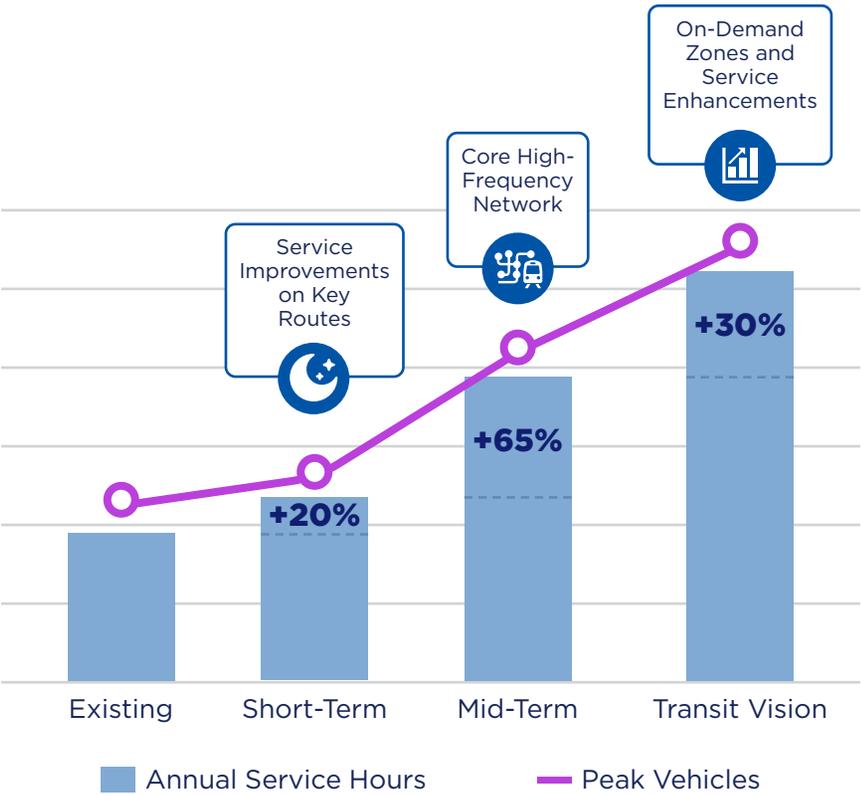
4 Monitor service changes

Agencies should establish a regular monitoring process to evaluate the impact of changes on ridership, service quality, and overall system performance.

Fleet, Staff, Maintenance

The delivery of the Transit Vision will rely on effective strategies for rapidly scaling fleet, staffing, and maintenance. This section identifies the needs based on the service improvements described in Chapter 3 as well as potential strategies to address the need. During the 30-year planning horizon, service is projected to increase by 145%, with the majority of these increases associated with local bus and on-demand improvements. Vehicle revenue hours are also anticipated to rise by 170%, necessitating an 160% increase in staff to deliver the proposed service enhancements.

Figure 13: Fleet, Staff, Maintenance Growth



KEY TAKEAWAYS

- On-Demand Service Growth:** As demand responsive services expand, agencies will have an opportunity to re-evaluate how these services are delivered. This shift will impact fleet composition, staffing models, and maintenance.
- Fixed Route Service Expansion:** Significant growth in local bus and high-capacity transit will require more drivers and new or expanded facilities. This presents an opportunity to explore co-location strategies and shared infrastructure to optimize space and resources.

DEMAND RESPONSIVE

To effectively scale with the growth of the fixed route network, additional investments in paratransit services to maintain regulatory compliance as well as increased access through on-demand zones will be necessary.

Figure 14: Demand Response Service Growth



COMINGLED SERVICE

Combining on-demand and paratransit services offers several advantages, including optimized resource use, cost savings, and enhanced service coverage. By sharing vehicles, drivers, and infrastructure, transit agencies can reduce idle time and operational costs while expanding coverage areas for both user groups. This integration also provides greater flexibility and responsiveness, allowing for dynamic scheduling that better meets passenger's needs.

SUCCESS STORY: NORMAN ON-DEMAND

Launched in 2023, Norman On-Demand offers residents an innovative alternative to traditional fixed route, allowing riders to book rides via a mobile app or phone call. The On-Demand service is supported through a partnership with the University of Oklahoma's SafeRide program and allows the City of Norman to provide nighttime and weekend service to improve access during times when fixed route demand is not high enough to warrant service.



Source: [Norman On-Demand](#)

On-demand service has various applications to target specific gaps in public transit systems. Below are some of the most common use cases.

 <p>FIRST-/LAST-MILE</p> <p>Many people live too far from a transit stop to walk comfortably. On-demand zones can bridge that gap and connect riders to/from major transit hubs.</p>	 <p>LOW DENSITY COVERAGE</p> <p>Suburban and rural areas often lack transit options due to lower population density. On-demand zones can provide more suitable services to these communities.</p>	 <p>OFF PEAK/LATE NIGHT</p> <p>Demand for fixed route service typically drops in the evenings. On-demand zones can supplement fixed route and provide coverage during times when demand is low.</p>	 <p>WORKFORCE MOBILITY</p> <p>Establishing employer partnerships to provide on-demand service where traditional transit doesn't go can support economic mobility for all.</p>
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PROVIDING TRANSIT IN SMALLER COMMUNITIES

Even though demand in rural and small urban areas may be low, flexible transit options such as on-demand or paratransit services can significantly expand access for all residents, including people with disabilities, older adults, and those without personal vehicles. Specialized transit services can act as a crucial lifeline for these populations, offering affordable, efficient, and adaptable transportation compared to traditional fixed route systems.

POTENTIAL PILOT PROCESS FOR ON-DEMAND SERVICE

There are many factors that could contribute to the success of on-demand service. Piloting on-demand service provides an opportunity to effectively test, evaluate, and refine the approach prior to broader implementation



Typical Cost Range for On-Demand Service Pilot: **\$500,000 - \$1,000,000**

Costs are dependent on the on-demand service model and whether it is directly operated by a transit agency or jurisdiction, operated by a third-party, or provided through a Transportation Network Company (TNC) subsidy.

INFRASTRUCTURE INVESTMENTS

Investments in supportive infrastructure and technology will be necessary to support the Transit Vision, improve operational efficiencies, and deliver high frequency transit service. This section outlines the supportive infrastructure needed as well as different types of technology that would improve the delivery of transit in Central Oklahoma.

Supportive Infrastructure

The three primary infrastructure improvements necessary to support the Transit Vision include: passenger facilities, driver facilities, and bus stops. The LRTP identifies general areas for the implementation of different types of facilities as well as a toolkit of resources to be considered as agencies implement recommended services changes and design for these facilities progress.

PASSENGER

This section will introduce components of various passenger facilities for agencies to consider as they advance planning and implementation.

Major and Minor Mobility Hubs

Mobility hubs are central locations where multiple modes of transportation come together. Designed to enhance connectivity and accessibility within the transit network, these hubs facilitate transfers between modes, provide amenities, and improve system wayfinding.

Park and Rides

Park and Rides are facilities where commuters can park their vehicles and transfer to the transit system for the remainder of their journey.

Bus Stops

Bus stops serve as the primary points of entry and exit for transit riders and are critical in shaping the passenger experience.

OPERATOR

As the Transit Vision is implemented, more granular planning to identify suitable locations for operator facilities will be necessary.

Driver Facilities

As new routes and crosstowns come online, new driver facilities may be needed to support transit drivers. These facilities typically include a restroom and/or a rest area for eating, drinking, or stretching.

Pull Outs

Pull outs are designated areas where buses can exit the main travel lane. Pull outs can be used for passenger loading/unloading or for driver layover.

Turnarounds

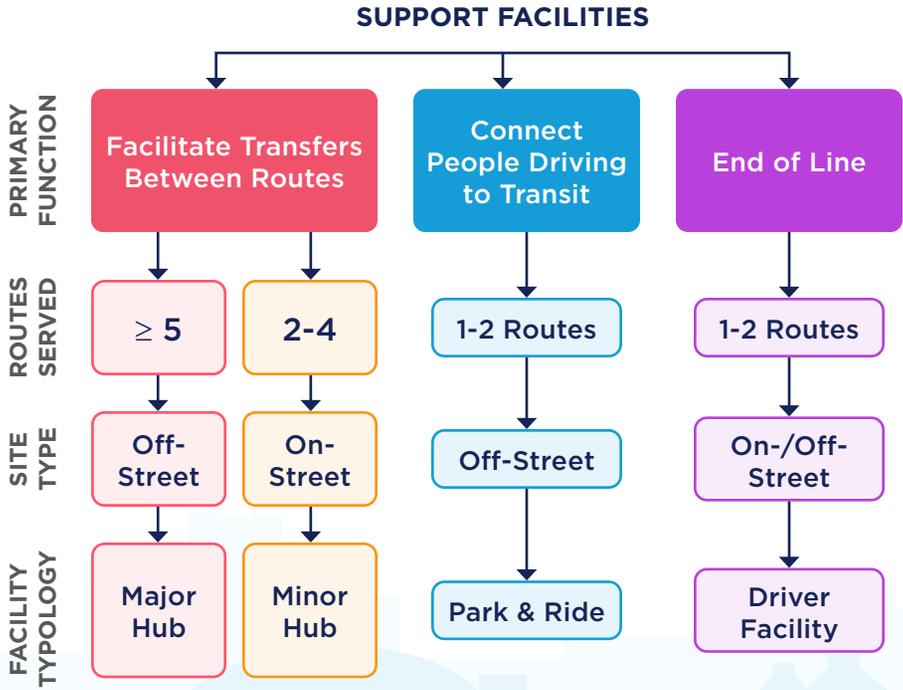
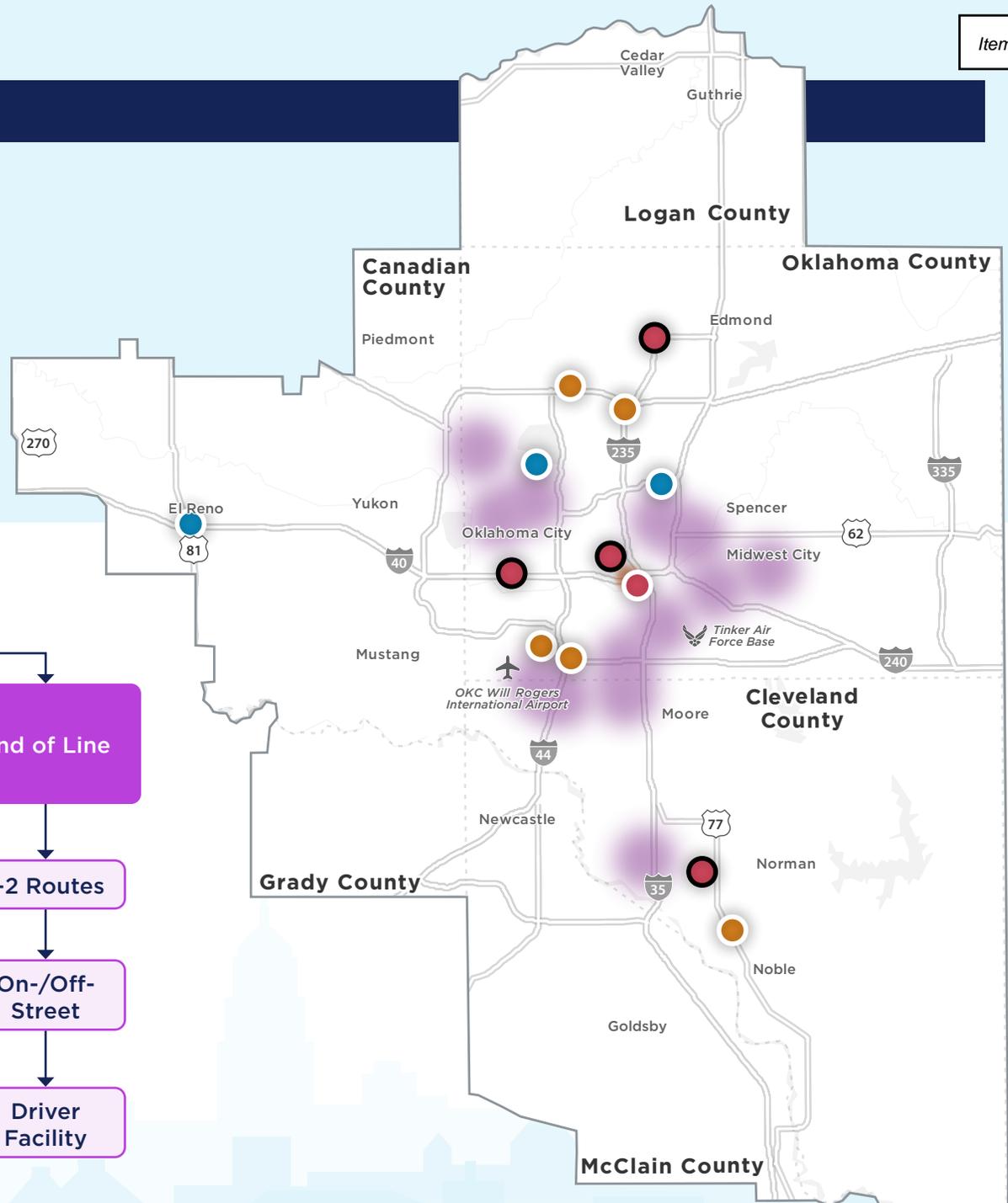
Turnarounds are locations where bus routes terminate and reverse direction. These sites may require specific infrastructure, such as loops or designated areas, to efficiently manage bus operations and accommodate variations in passenger demand.

Figure 15. Passenger Facilities

LEGEND

PASSENGER FACILITY TYPOLGY

- Major Mobility Hub
- Minor Mobility Hub
- Park & Ride
- Potential Driver Facilities
- Existing



PASSENGER FACILITIES

Passenger facilities provide amenities for passengers and enhance connectivity by facilitating transfers between different modes. These passenger facilities will support a more integrated, and efficient transportation network while prioritizing the rider experience. The LRTP recommends three types of passenger facilities: major mobility hubs, minor mobility hubs, and park and rides.

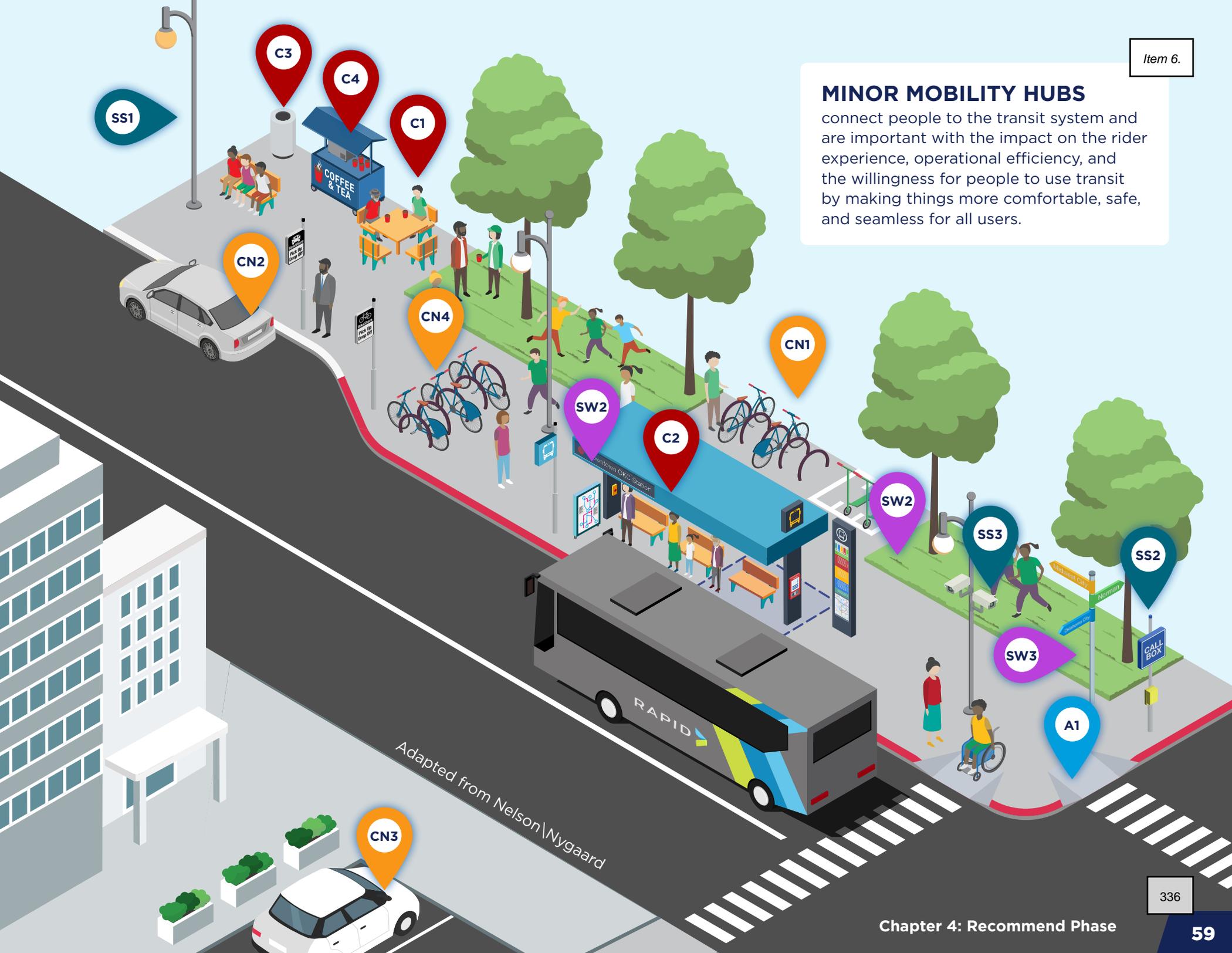
Table 7: Potential Passenger Facilities Toolkit

Amenity		Major Hub	Minor Hub	Park and Rides
Signage and Wayfinding				
SW1	Bus Stop Sign	●	●	●
SW2	Real Time Travel Information	●	●	●
SW3	Wayfinding	●	●	○
Accessibility				
A1	Accessible Infrastructure	●	●	●
Safety & Security				
SS1	Lighting	●	●	●
SS2	Emergency Call Box	●	●	●
SS3	Video Surveillance	●	●	●
Comfort				
C1	Benches/Seating	●	●	●
C2	Shelter	●	●	○
C3	Trash Container	●	●	●
C4	Small-format Retail	●	○	○
Connectivity				
CN1	Bike Racks	●	●	●
CN2	Rideshare Pick-up/Drop-off or Kiss-and-Ride	○	○	●
CN3	Parking	○	○	●
CN4	On-Demand Pick-up/Drop-off	○	○	○
Cost & Sizing				
Cost Per Unit (2025)		\$7M+	\$2-6M	\$2-4M
Sizing (Bus Bays)		5+	2-4	Conditional

● = Required | ○ = Context Dependent

MINOR MOBILITY HUBS

connect people to the transit system and are important with the impact on the rider experience, operational efficiency, and the willingness for people to use transit by making things more comfortable, safe, and seamless for all users.

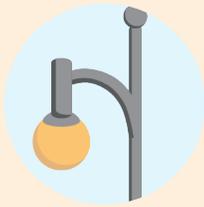
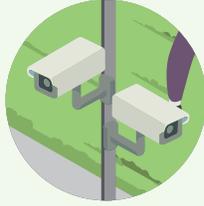


Adapted from Nelson\Nygaard

Bus Stops

Many of the bus stops in the existing transit system lack seating and shelter and fail to meet minimum accessibility standards. Establishing standards for bus stops would enhance comfort and perceived safety for existing and future riders. These standards will create more consistent rider experience by recommending improvements for system legibility, improve accessibility for all riders through features such as ramps, tactile pavement, as well as enhance safety and security through proper lighting, security cameras, and emergency call boxes.

Table 8: Potential Bus Stop Amenities Toolbox

Required				
	Accessible Boarding	Sidewalk Connections	Lighting	Bus Stop Signs
				
	Real-time Information	Enhanced Passenger Information	Trash Cans	Benches and Seating
Recommended				
	Shelters and Shade	Bike Racks	Fare Machines	Safety and Security Elements

When establishing bus stop design and placement guidelines, agencies should consider:

- Bus stop classifications and suitable amenities based on ridership and activity
- Optimal bus stop spacing based on land use or route type
- Tradeoffs between access, safety, and operational efficiency

OPERATING IMPROVEMENTS

To better implement service recommendations, technology and roadway investments are crucial for prioritizing transit. operating improvements are essential for enhancing speed, reliability, safety, access, and comfort, which are necessary for executing the service recommendations proposed by the LRTP. These advancements will also lead to increased efficiency in operations.

Speed & Reliability Improvements



Transit Signal Priority



**Bus on Shoulder/
Median Bus Lanes**



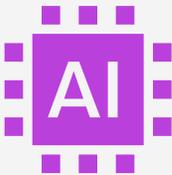
Queue Jumps



Bus Bulbs

EMERGING TECHNOLOGIES IN TRANSIT

Monitoring emerging technologies can help Central Oklahoma improve safety, sustainability, and efficiency of the transit system. As these technologies mature and become better utilized in other places, they should keep being evaluated as part of LRTP updates.



ARTIFICIAL INTELLIGENCE (AI) AND MACHINE LEARNING (ML)

AI and ML can enhance the rider experience, make rides safer, provide real-time updates on arrival times, improve scheduling to reduce wait times, and help plan trips using different modes of transportation. For example, smart dispatch systems now allow paratransit trips to be booked on the same day, instead of requiring a 24-hour advance notice, making travel more convenient for everyone.



AUTONOMOUS VEHICLES (AV)

Adding autonomous vehicle technology can transform mobility by making it more affordable and accessible to travel. It can boost public transit use by offering convenient solutions for the first and last parts of a journey, connecting areas that currently have limited access to transit networks.

Transit Priority Infrastructure

Transit-supportive infrastructure investments aim to make service faster and dependable while ensuring a seamless experience between routes and modes at mobility hubs. The implementation and deployment of these recommended tools depend on local context; each agency will apply the technology that best serves their needs. **Table 3** introduces the benefits and challenges of each infrastructure improvement, as well as information on costs and local context that make each improvement suitable for implementation.

Table 9: Transit Priority Infrastructure



Source: TriMet News

Transit Signal Priority (TSP)

Modified traffic signal timing or phasing to prioritize transit at intersections.

Benefits	Challenges
<ul style="list-style-type: none"> • Improve transit travel times and reliability • Improved quality of service • Reduce the need for additional buses • Potential for integration across jurisdictions 	<ul style="list-style-type: none"> • Potential delays for non-priority traffic • Varied costs based on functionalities such as active/adaptive priorities, signal upgrades, equipment and sensing
Typical Cost (2025)	Suitability
\$50,000-\$300,000 per intersection	<ul style="list-style-type: none"> • Corridors with high transit ridership • Congested intersections • Behind schedule services • Corridors with limited lane capacity



Source: RTA Chicago

Bus on Shoulder/ Transit Priority Lanes (No red paint)

Lane dedicated for transit vehicles, these lanes can be shared with high-occupancy vehicles.

Benefits	Challenges
<ul style="list-style-type: none"> • Time savings for transit vehicles at congested intersections • Benefits amplified when combined with transit signal priority improvements • Does not cause significant adverse impacts to congestion for non-transit vehicles 	<ul style="list-style-type: none"> • Reduced time savings if implemented in areas with many driveways/right turns
Typical Cost (2025)	Suitability
<p>Typical costs are too varied for this infrastructure type. Budget considerations are as follows:</p> <ul style="list-style-type: none"> • Bridge widening • Availability of existing shoulder • Availability of Right of Way (ROW) • Leveraging ODOT's 8 Year Construction Work Plan • Intelligent Transportation Systems (ITS) Improvements 	<ul style="list-style-type: none"> • Principal and minor arterial streets with signals • Near-side bus stops • Corridors with high peak hour volumes • Long queues and congestion



Queue Jumps

Modified traffic signal timing or phasing to prioritize transit at intersections.

Benefits	Challenges
<ul style="list-style-type: none"> • Reduce congestion by allowing buses to bypass traffic at intersections which improves traffic flow • Improved efficiency in giving buses a head-start at traffic signals and allowing schedules to be maintained and shortening travel times • Safety improvements by not needing buses to weave through traffic 	<ul style="list-style-type: none"> • Implementation costs may be high with significant investments in infrastructure changes • Space constraints in urban areas • Maintenance requirements are ongoing to ensure correct functionality • Traffic redistribution may lead to delays for other vehicles
Typical Cost (2025)	Suitability
\$250,000 - \$500,000+ per intersection	<ul style="list-style-type: none"> • High traffic intersections where buses frequently experience delays • Priority corridors with high public transit uses



Bus Bulbs (In-Street Boarding)

Bus bulbs, which extend the curb into existing travel lanes, allow buses to pick up or drop off passengers without leaving the travel lane.

Benefits	Challenges
<ul style="list-style-type: none"> • Reduces travel time by allowing buses to make in-lane stops • Supports safety by shortening the crossing distance on the side of the intersection with bulb out • Ensures buses can reach the curb for accessible pick up and drop off • Creates more space for passenger amenities for a better rider experience 	<ul style="list-style-type: none"> • Impacts curb management (ex. street parking, loading) • Potentially leads to traffic backups in one lane of traffic • Stormwater management modifications may be needed • Must be designed to accommodate local street sweeping operations
Typical Cost (2025)	Suitability
\$100,000 - \$250,000+	<ul style="list-style-type: none"> • Streets with high volume traffic • Locations where traffic calming is desired

FUNDING & PARTNERSHIPS

Funding

The Transit Vision will require significant additional funding. Currently, transit in Central Oklahoma is funded by federal and state grants, as well as allocated funds from each city's local budget. There are many local and federal funding programs for capital investments but reliable operations sources are less available. To create a sustainable funding source for transit operations, communities must explore innovative strategies such as establishing dedicated local funding through taxes, engaging in public-private partnerships, forming regional funding agreements, seeking competitive grants, adjusting fares, and generating revenue through advertising and sponsorships. These approaches aim to address the significant funding gap highlighted by the LRTP and ensure reliable and sustainable transit services.

For a comprehensive list of funding options for transit capital, operations, and maintenance investments, see **Appendix C**.

Local

Typically generated through local taxes, fees, and intergovernmental transfers, these funds are typically the most flexible. They also signal community well-being which strengthens applications for federal or state funding. Currently, transit operators in Central Oklahoma receive a majority of their operating funds through their City's general fund, which is not a dedicated source of funding.

Regional

Allocated by state agencies such as ODOT or ACOG, often through formula programs or discretionary grants. These funds may be tied to specific policy goals.

Federal

Provided by federal agencies such as the Federal Transit Administration (FTA) and the U.S. Department of Transportation. Federal dollars are typically awarded through competitive grants or formula programs and require matching funds from local or state sources.

Dedicated Local Transit Funding Sources

MAPS 4

The MAPS 4 Program, approved in 2019, is a sales tax initiative that provides long-term funding for a wide range of community projects, including transit improvements. Funding from MAPS 4 have been used to advance transit planning, and will be used to advance design and construction of the new NE/S BRT Corridor.

NORMAN TRANSIT SALES TAX

In 2019, the City of Norman established a dedicated 1/8 cent sales tax as a dedicated local funding source for its transit system. This voter-approved initiative provided a stable revenue stream to enhance and expand public transportation services.

Partnerships, Policies, and Programs

As Central Oklahoma's transit system grows, the LRTP must respond with an approach that aligns transit with land use, explores dynamic partnerships between agencies, businesses, or non-profits, and adopt policies to maintain seamless passenger experience.

Transit & Land Use Integration



TRANSIT PRIORITY CORRIDORS

Transit and its connection to **underlying land uses** is central in shaping **communities** that support **high-capacity** transit. The LRTP aims to provide recommendations to enhance access, ridership, and economic development by recommending a core network of transit services to create **corridors** with the potential for **higher activity**. Agencies are encouraged to collaborate on the technological investments necessary to operate higher **levels of service** while maintaining system **speed and reliability**. As the system grows, complementary technology (identified in the **Operating Improvements Section**) should be implemented to prioritize transit along these corridors. Beyond technology investments, **agency coordination** is important to create unified and effective policies that enhance public transit systems that meet the **community's needs** efficiently. Adopting transit-supportive policies allows for **regional standards** that will provide a **cohesive transit network**.

FIRST-/LAST-MILE

As the initial and final segments of a commuter's journey when using public transit, the first-/last-mile integration is crucial in affecting the rider experience. These first-/last-mile opportunities can be explored by:

- Establishing on-demand zones *outside the urban core* to offer flexible services by providing coverage for segments of the commuter's journey
- Exploring policy and ordinance changes to require access upgrades by focusing on incorporating improvements such as bus stops and sidewalks into development standards and permitting process, the first-/last-mile journey is achievable for more commuters

TRANSIT-ORIENTED DEVELOPMENT (TOD)

Promoting transit-oriented development requires the establishment of various tools and policies. Transit-oriented opportunities that can be explored include:

- Developing a network of mobility hubs through a Mobility Hub Master Plan that would help prioritize locations and guide the design and development process
- Working with local developers to explore opportunities for joint development agreements to catalyze new investments that serve transit development goals by creating clear policies and incentives
- Establishing a TOD framework and supportive policies to align land use with high-capacity and frequent transit to encourage compact and walkable communities

Strategic Partnership Opportunities

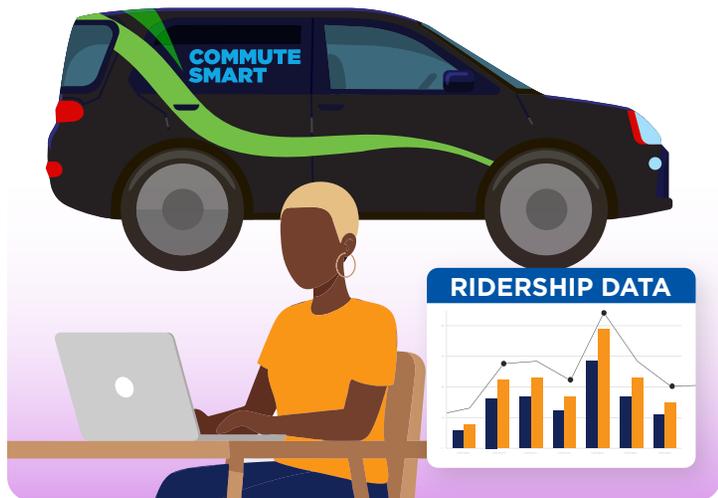
To support the implementation of the LRTP, strategic partnerships should be explored with **public agencies, private businesses, and non-profit organizations**. These partnerships will provide financial and technical resources, enhance service coverage, and promote the use of public transit. Cultivating these partnerships will create **increased ridership** and **greater investment** in the transit system, ultimately leading to sustainable and **long-term improvements**. Additional partnership opportunities, potentially including mutual commitments and more specific roles recommendations for partners, should be further explored on a case-by-case basis.



PUBLIC AGENCIES

Public partnerships play a vital role in enhancing the LRTP by providing essential **funding, resources, and expertise**. These partnerships amplify advocacy efforts and offer policy support, ensuring that the LRTP plan **meets regulatory requirements** and continues to **support communities** across Central Oklahoma. Public opportunities that can be explored include:

- Engaging in public-to-public partnerships to ensure regional consistency and shared investment priorities amongst agencies
- Taking advantage of interdepartmental agency resources that can be used to support and inform transit development
- Considering a regional approach to community engagements to ensure community needs are being met across Central Oklahoma



PRIVATE BUSINESSES

Private business partnerships are instrumental in advancing the LRTP by providing significant **funding and investments**, fostering **transit innovation** strategies, and supporting **service expansion**. By integrating sustainable practices and stimulating economic growth, private partners help create a transit network that meets the **evolving needs of Central Oklahoma**. Private business opportunities that can be explored include:

- Integrating Transportation Demand Management (TDM) by promoting flexible work arrangements or providing or subsidizing public transit passes for employees to promote the use of public transit
- Engaging in public-private partnerships (PPPs) to leverage public sector resources in areas such as land development and funding and investment
- Providing data analysis and insights to optimize technology and identify opportunities for targeted transit programs



NON-PROFIT ORGANIZATIONS

Non-profit partnerships significantly enhance the LRTP by advocating for inclusive **policies**, engaging **communities**, and identifying **opportunities** for improvement. Non-profit organizations are vital partners in **capturing** the rider **population** in the region and **raising public awareness** for service and access programs to ensure transit availability for **all affected populations**. Supportive programs, such as application eligibility screening, can help **streamline processes** to make transit accessible and inclusive for **diverse communities**. Non-profit opportunities that can be explored include:

- Engaging educational and healthcare institutions and community organizations support helping address mobility gaps and promoting inclusive access
- Offering training programs for transit staff and volunteers and running educational campaigns to inform the public about transit options and benefits to increase awareness and usage
- Developing and managing pilot programs to test new ideas and innovations, gathering valuable insights and feedback or broader implementation processes

FARE POLICY

There are four primary operators in Central Oklahoma. While services in the City of Norman and the City of Edmond are fare free, services operated by EMBARK and First Capital Trolley are not fare free. As transit in the region expands, it's critical that the region explore an integrated fare policy to create a user-friendly and seamless experience for riders.



INTEGRATED FARE SYSTEM

Single payment method

Benefits

- Improved passenger experience through faster and more convenient
- Flexible and accommodates changes in fare structures
- Reduced transaction time can result in boarding efficiencies

Drawbacks

- May be challenging to use for unbanked or underbanked passengers
- Implementing and maintaining technology for integrated fare systems can be expensive

LEARNING FROM OTHERS: INSIGHTS FROM OTHER AGENCIES

Peer agency experiences offer valuable context for shaping long-range transit strategies. To support the LRTP, insights were gathered from transit agencies across the country, highlighting common challenges, innovative practices, and effective implementation approaches.

Table 10: Agencies Selected for Peer Review

Transit Agency	Service Area	Service Area Density	Transit Modes	Annual Boardings	Annual Revenue Miles	Annual Revenue Hours	Peak Vehicles Operated
Long-Term Central Oklahoma Transit System*	Central Oklahoma	3.2K	1 Streetcar, 1 LRT, 4 BRT, 1 Commuter Rail, Local Bus, On-Demand, Paratransit	13M- 24M <i>(Projected)</i>	10.2M	1M	225
Central Ohio Transit Authority (COTA)	Columbus, Ohio	4.2K	1 BRT Lite, Local Bus, On-Demand, Paratransit	12M	13M	1M	273
Utah Transit Authority (UTA)	Salt Lake City, Utah	4.2K	1 Commuter Rail, 3 LRT, 2 BRT, 1 Streetcar, Local Bus, On-Demand, Paratransit	35M	39M	2M	1,044
Metro Transit	Minneapolis, Minnesota	3.6K	6 BRT, 2 LRT, 1 Commuter Rail, Local Bus, Paratransit	45M	22M	2M	548
North County Transit District (NCTD)	San Diego County, California	1K	1 LRT, 1 Commuter Rail, Local Bus, On-Demand, Paratransit	8M	7M	500K	1,020

Central Oklahoma’s Transit System is made up of services reflected in **Chapter 3’s** Long-Term transit network and is comprised of services operated by EMBARK, the RTA, Edmond Citylink, and Norman Transit.

STRATEGIC RECOMMENDATIONS CATEGORIES

-  Service Improvements
-  Fleet, Maintenance, and Staffing
-  Demand Responsive
-  Supportive Infrastructure
-  Operating Improvements
-  Funding
-  Partnerships, Policies, and Programs

COTA: Through the LinkUS initiative, COTA has formalized regional partnerships to advance planning and implementation, particularly in support of its growing BRT network.

COTA Key Takeaways

-  Initiated long-term transit planning more than 15 years ahead of service changes to effectively accommodate projected growth.
-  Fostered collaboration between operators, city and county governments, and regional planning organizations to successfully deliver large capital projects and service expansions.
-  Built community support for LinkUS referendum by including improvements to bike and pedestrian infrastructure and highlighting the positive impacts on workforce development and congestion reduction.

UTA: Operating over 1,000 vehicles during peak hours—more than four times Central Oklahoma’s Long-Term peak fleet—UTA has emphasized scalable service expansion through long-range planning and strong interagency collaboration.

UTA Key Takeaways

-  Leveraged strong connections with regional planning organizations and the State of Utah to develop and implement a unified statewide transit vision.
-  Developed a planning framework that integrates long-range transit plans, capital improvement plans, and asset management plans to align service expansion, infrastructure needs and funding strategies.
-  Used a data-driven approach to match levels of service with existing and projected demand while managing expectations around funding eligibility and long-term operational sustainability,

Metro Transit: With a service area that delivers nearly 1.8 million annual revenue hours—about twice as much as the Central Oklahoma Long-Term Network—Metro Transit has expanded its high-capacity network while aligning land use policies to support regional transit growth.

Metro Transit Key Takeaways

-  Received strong funding and planning support from the State of Minnesota and the Metropolitan Council, enabling the successful implementation of high-capacity transit projects.
-  Incorporated transit-supportive land use policies into regional planning, including mode- and community-specific minimum density requirements around transit corridors to promote sustainable development.
-  Adjusted regional funding allocation models to prioritize operating costs of federally funded transit corridors, safeguarding long-term service expansion and financial stability.

NCTD: NCTD has adopted flexible models, while actively transitioning its fleet to zero-emission technologies in line with California’s statewide mandate.

NCTD Key Takeaways

-  Advanced TOD by aligning station redevelopment with land use policies, prioritizing sites with strong redevelopment potential, and embedding mixed-use zoning in planning documents to streamline approvals.
-  Implemented a strategic, data-informed on-demand service program with tightly defined service zones, realistic performance targets, and in-house operations to improve cost control and service quality.
-  Strengthened regional collaboration and funding competitiveness by consolidating grant applications with partner agencies, aligning messaging, and presenting a unified front to state and federal funders.

ACTION PLAN

The Action Plan summarizes the steps, timelines, and resources needed to implement the recommendations in the Short-Term, Mid-Term, and Long-Term horizons, as identified by the LRTP.

STRATEGIC RECOMMENDATIONS CATEGORIES

-  Service Improvements
  Fleet, Maintenance, and Staffing
  Demand Responsive
 Supportive Infrastructure
  Technology
  Funding
  Partnerships, Policies, and Programs

For a list of mitigation strategies across recommendation areas, see [Appendix D](#).

Recommendations

1. Implement MAPS 4 NE/S BRT Corridor

The MAPS 4 NE/S BRT corridor represents a transformative investment in high-capacity transit designed to improve mobility, reduce travel times, and promote equitable access to jobs, education, and services. This BRT line will feature transit priority lanes, enhanced stations, and frequent service to attract new riders and support regional growth.

2. Launch RTA North/South Commuter Rail, Airport LRT, FAA Extension, West and East BRT Corridors

Launching the RTA's planned services will establish the backbone of Central Oklahoma's high-capacity system, offering fast, frequent, and reliable alternatives to driving.

3. Establish a Core Network of High-Frequency Services

Establishing a core network of high-frequency transit routes will ensure convenient, reliable service across the region, reducing wait times and improving flexibility for riders. This approach supports existing users and attracts new riders by making transit easier to use throughout the day. Supporting plans and studies such as a regional TSP Concept of Operations may be necessary to achieve frequent levels of service in a cost-effective manner.

4. Expand Service Spans (Nighttime and Weekend)

Expanding transit service spans into nighttime and weekend hours ensures mobility for workers with nontraditional schedules, particularly in service and healthcare. This strategy promotes access while increasing ridership potential across more hours and days.

5. Implement On-Demand Zones



On-demand transit zones allow the region to provide mobility options in low-density areas where fixed route service may not be feasible. These services use flexible routing and modern dispatch technology to provide coverage while controlling costs and responding to real-time demand. A total of 15 new or expanded on-demand zones are recommended for implementation across the 30-year LRTP horizon.

6. Advance Planning and Implement Extensions for Existing High-Capacity



Strategic extensions of the streetcar and *RAPID* NW BRT routes will enhance the existing transit network by improving access to existing and emerging activity centers. These projects will further strengthen service along key corridors and support transit-oriented development along new alignments.

7. Develop a Network of Mobility Hubs



A regional network of mobility hubs will create safe, comfortable, and attractive places to transfer between routes and modes. This recommendation will create a Mobility Hub Master Plan to define hub typologies, prioritize locations, and guide the design and development process. The Master Plan will help to better inform the connectivity of the mobility hub network and provide a template for how to build out each hub within the context of the surrounding environment.

8. Standardize Passenger Facilities, Wayfinding, and Branding Across the Region



Establishing consistent design guidelines for passenger facilities, signage, technology interfaces, and branding will improve the legibility and accessibility of the transit system. By aligning these elements across agencies and jurisdictions, the Central Oklahoma region’s transit system will provide a more seamless and intuitive rider experience that supports higher-quality service and encourages broader transit use.

9. Pursue Strategic Partnerships with the Private Sector to Improve Transit Infrastructure and Services



Public-private partnerships (PPPs) offer a way to accelerate project delivery and leverage private sector resources. PPPs may be used for facility development, service operation, or technology deployment where interests align. A successful strategy involves integrating PPPs early in planning, establishing clear legal frameworks, conducting thorough feasibility studies, and ensuring transparent, performance-based procurement.

10. Develop a Unified Regional Fare Policy and Integrated Payment System



Creating a standardized regional fare policy and implementing a unified payment system will simplify travel across agencies, enhance rider convenience, and support access. This recommendation includes conducting a fare integration study, evaluating Title VI impacts, and deploying modern technologies—such as mobile apps and account-based systems—to enable seamless, interoperable fare payment throughout the region.

11. Implement a Transit-Oriented Development Framework

Establishing a TOD framework will promote compact, walkable, and mixed-use communities near high-capacity transit. The TOD framework will serve as a resource to guide zoning updates, infrastructure planning, and development incentives, while joint development agreements will catalyze investment in mixed-use, affordable housing, and commercial projects that align with mobility goals. Together, these approaches will leverage transit infrastructure to support vibrant communities and increase ridership

12. Adopt local policy or ordinance changes to require transit-signal priority, bus stop, or access



Updating local policies and ordinances to require transit-supportive infrastructure ensures that public transit investments are reinforced by safe, accessible streets. This strategy focuses on incorporating improvements such as bus stops, sidewalks, and transit signal priority (TSP) into development standards and permitting processes. By aligning land use and transportation policies, jurisdictions can create a more inclusive built environment and increase the effectiveness of regional transit services.

13. Develop a Regionally Coordinated Framework for Paratransit and On-Demand Service Delivery



This recommendation aims to unify paratransit service delivery across Central Oklahoma by aligning policies, integrating service areas, and coordinating with ODOT to improve rural access. It includes exploring joint operations, streamlining eligibility processes, and leveraging on-demand to expand coverage and efficiency. Through regional collaboration, agencies can reduce gaps, enhance equity, and better serve individuals with disabilities and others who cannot use fixed route transit.

14. Build Strategic Partnerships with Non-Profits and Educational Institutions to Strengthen Transit Workforce and Access



Transit operators can enhance service delivery and workforce development by partnering with vocational schools, technical colleges, and non-profit organizations. These collaborations support regional training programs, streamline paratransit eligibility processes, and expand access to mobility services—especially for underserved populations—while creating career pathways and improving operational efficiency.

15. Modernize Transit Infrastructure through Coordinated Facility and Fleet Planning



To support future service expansion and fleet modernization, this strategy calls for a regionally coordinated approach to facility planning, fleet transition, and operator support. It includes developing a strategic facility master plan, expanding operations and maintenance (O&M) capacity, evaluating alternative propulsion technologies, and investing in driver amenities at key layover locations. These efforts will ensure the transit system is equipped to deliver safe, reliable, and efficient service while supporting workforce needs and sustainability goals.

16. Develop a Coordinated Regional Transit Funding Strategy



To support long-term transit expansion and sustainability, implementation of the LRTP will require a regionally coordinated approach to funding that leverages local, state, federal, and private sources. It includes evaluating dedicated local sales tax initiatives, developer-based funding mechanisms, and federal grant opportunities, while advocating for greater state funding flexibility to support cross-jurisdictional service. By aligning policies, engaging stakeholders, and identifying innovative financing tools, the region can build a stable and diversified funding base to advance the Transit Vision.

Table 11: Phasing

	Short-Term	Mid-Term	Long-Term
	2025	2035	2045
Implement MAPS 4 NE/S BRT Corridor	█		
Launch RTA North/South Commuter Rail, Airport LRT, FAA Extension, West and East BRT Corridors	█	█	
Establish a Core Network of High-Frequency Services	█	█	
Expand Service Spans (Nighttime and Weekend)	█		█
Implement On-Demand Zones			█
Advance Planning and Implement Extensions for Existing High-Capacity		█	
Develop a Network of Mobility Hubs	█	█	
Standardize Passenger Facilities, Wayfinding, and Branding Across the Region	█		
Pursue Strategic Partnerships with the Private Sector to Improve Transit Infrastructure and Services	█	█	█
Develop a Unified Regional Fare Policy and Integrated Payment System	█		
Implement a Transit-Oriented Development Framework	█		
Adopt Policy or Ordinance Changes to Require Transit Signal Priority, Bus Stop, or Access Upgrades	█		
Develop a Regionally Coordinated Framework for Paratransit and On-Demand Service Delivery	█	█	
Build Strategic Partnerships with Non-Profits and Educational Institutions to Strengthen Transit Workforce and Access	█	█	█
Modernize Transit Infrastructure through Coordinated Facility and Fleet Planning	█	█	█
Develop a Coordinated Regional Transit Funding Strategy	█	█	█

IMPLEMENTATION PARTNERS

Successfully implementing the region’s LRTP will require strong coordination and sustained support from various partners. Each agency—whether regional, local, or operational—plays a critical role in advancing the Transit Vision. From planning and design to regional policy alignment, this plan recommends ongoing partnership throughout the implementation of the LRTP. The following table summarizes the types of responsibilities that different agencies may take on as the LRTP’s actions are implemented.

Table 12: Implementation Partner Roles

	REGIONAL		LOCAL		STATE	CIVIC PARTNERS	
	ACOG	RTA	Operators	Jurisdictions	ODOT	Non-Profits	Businesses
Planning	✓	✓	✓	✓	✓		✓
Design		✓	✓	✓	✓		✓
Construction & Permitting	✓	✓	✓	✓			
Policy & Legislation	✓			✓	✓		
Regional Coordination	✓	✓			✓		
Technology & Standards	✓	✓	✓	✓			
Training			✓			✓	✓
Education	✓		✓			✓	✓
Data & Modeling	✓		✓	✓			
Funding	✓	✓	✓	✓	✓		



FUTURE UPDATES

The LRTP will be updated every four years, on a cycle which aligns with the update to ACOG's Metropolitan Transportation Plan. This schedule ensures that the document remains relevant and responsive to changing conditions and emerging needs.

The LRTP lays the foundation for a forward-thinking transit vision, but regular updates will be necessary to address evolving changes such as population and employment growth, emerging technologies, and shifts in travel patterns. By revisiting the LRTP on a four-year cycle and aligning that cycle with ACOG's Metropolitan Transportation Plan, ACOG can evaluate and adjust plan recommendations and strategies to accommodate new trends, funding opportunities, and policy changes. Updates to the LRTP should include:

-  Review of current transit performance
-  Stakeholder engagement to gather feedback for ongoing planning efforts
-  Analysis of changes to existing transit demand and projected demand
-  Incorporation of new, innovative solutions to enhance transit service delivery
-  Updates on progress on the Action Plan

This iterative approach will help the LRTP remain as a dynamic tool for guiding the development of transit in the Central Oklahoma region.

2025 LONG RANGE TRANSIT PLAN

for **Central Oklahoma**



Building better transit for a stronger region



File Attachments for Item:

7. CONSIDERATION OF ACKNOWLEDGEMENT, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF RECEIPT OF THE NORMAN FORWARD FINANCIAL OVERSIGHT BOARD ANNUAL REPORT FROM JANUARY 1, 2025, THROUGH DECEMBER 31, 2025.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/27/2026

REQUESTER: Jacob Huckabaa, Budget Analyst

PRESENTER: Jacob Huckabaa, Budget Analyst

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF RECEIPT OF THE NORMAN FORWARD FINANCIAL OVERSIGHT BOARD ANNUAL REPORT FROM JANUARY 1, 2025, THROUGH DECEMBER 31, 2025.

BACKGROUND:

On October 13, 2015, the voters of Norman approved Ordinance O-1516-5, which levied a one-half percent (1/2%) NORMAN FORWARD Sales Tax (NFST) for a 15-year period. This Ordinance directed the establishment by Council of a citizen oversight board to review expenditures of NFST moneys and submit recommendations to Council regarding the expenditures.

In response to this direction, the City Council established the NORMAN FORWARD Citizen Financial Oversight Board (CFOB) by Resolution R-1516-75, on December 22, 2015. The Board is directed by the Resolution to:

“Review actual and projected Norman Forward Sales Tax (NFST) revenues; recommend a mix of project financing versus pay as you go ("paygo"); review the pace and sequencing of construction projects; review all Council actions related to expenditures of NFST moneys; recommend strategies for long-term operations and maintenance of facilities; report to Council from time to time as warranted and provide an annual report to Council; perform such other duties related to Norman Forward as the Council directs by motion or resolution; create policies and procedures as guidelines for the functioning of the NFST CFOB in areas including but not limited to attendance, receiving public testimony, structure or format of meetings, frequency of public hearings; and be willing to assign a NFST CFOB member to serve with and act as a liaison to certain Advisory Committees that Council may form from time to time regarding specific Norman Forward Projects related to Libraries, Senior Center, Westwood Pool replacement, Indoor Aquatics, Football/Softball Sport Complex, Griffin Park Soccer improvements, Ruby Grant Park improvements, Reaves Park baseball improvements, Andrews Park improvements, Westwood Tennis facilities, Trail development, and Neighborhood Park improvements.”

DISCUSSION:

The CFOB began meeting in January 2016. The Board has met periodically since that time and reviewed the Council actions related to the expenditure of the NFST funds. An Annual Report for the period of January 1, 2025, through December 31, 2025, was adopted for presentation to the Council at the Board's January 9, 2025, meeting. The attached Annual Report focuses on the Board's review of the progress made in implementing the NORMAN FORWARD program. The most recently updated financial reports presented to the CFOB are attached to the Report along with the most recently reviewed Pro Forma analysis for the Norman Forward period. This Pro Forma analysis shows that the projects are being managed to be completed within projected revenues.

RECOMMENDATION:

It is recommended that the Council accept the NORMAN FORWARD Citizen Financial Oversight Board's Annual Report for the period of January 1, 2025, through December 31, 2025.

**THE CITY OF NORMAN/NORMAN MUNICIPAL AUTHORITY
NORMAN FORWARD CITIZEN FINANCIAL OVERSIGHT BOARD
ANNUAL REPORT
FOR THE PERIOD JANUARY 1, 2025 – DECEMBER 31, 2025**

The NORMAN FORWARD Citizen Financial Oversight Board (CFOB) was established by the City Council (Resolution R-1516-75) on December 22, 2015 to “review actual and projected Norman Forward Sales Tax (NFST) revenues; recommend a mix of project financing versus pay as you go ("paygo"); review the pace and sequencing of construction projects; review all Council actions related to expenditures of NFST moneys; recommend strategies for long-term operations and maintenance of facilities; report to Council from time to time as warranted and to provide an annual report to Council; perform such other duties related to Norman Forward as the Council directs by motion or resolution; create policies and procedures as guidelines for the functioning of the NFST CFOB in areas including but not limited to attendance, receiving public testimony, structure or format of meetings, frequency of public hearings; and be willing to assign an NFST CFOB member to serve with and act as a liaison to certain Advisory Committees that Council may form from time to time regarding specific Norman Forward Projects related to Libraries, Senior Center, Westwood Pool replacement, Indoor Aquatics, Football/Softball Sport Complex, Griffin Park Soccer improvements, Ruby Grant Park improvements, Reaves Park baseball improvements, Andrews Park improvements, Westwood Tennis facilities, Trail development, and Neighborhood Park improvements.”

There are nine Board members, with terms expiring as follows:

Erik Paulson; December 22, 2027
Linda Price; December 22, 2027
Andy Rieger; December 22, 2027
Alva Brockus; December 22, 2028
Cynthia Rogers; December 22, 2028
Zachary Simpson; December 22, 2028
Shanon Buckingham; December 22, 2026
Christopher Housman; December 22, 2026
Andy Sherrer; December 22, 2026

The Board will continue in existence until the NFST term has expired, all NFST revenues have been expended or allocated, or a final report is made to Council, whichever occurs latest.

The voters of Norman, on October 13, 2015, approved the City of Norman’s Ordinance O-1516-5, which authorized a 15-year, ½ percent sales tax, primarily to pay for quality of life improvements including the following:

- New Central Branch Library - \$39,000,000 (Completed 11/2019; \$35,010,261)
- New East Branch Library - \$5,100,000 (Completed 7/2018; \$4,794,304)
- James Garner Avenue Extension - \$6,000,000 (Completed 9/2024; \$5,856,683)
- New Indoor Aquatic Facility - \$14,000,000 (“YFAC” Completed 2/2024)
- Westwood Pool Reconstruction - \$12,000,000 (Completed 5/2017; \$11,763,800)
- Westwood Tennis Center - \$1,000,000 (Completed 9/2018; \$1,801,277)
- Reaves Park Baseball Complex - \$10,000,000 (Completed 3/2023; \$9,987,746)
- Griffin Park Land Purchase - \$10,000,000 (Now \$2,400,000; Completed 7/2025)
- Griffin Park Soccer Complex - \$11,000,000 (Completed 9/2023; \$13,140,363)
- New Football/Softball Complex - \$2,500,000 (Completed 10/2022; \$2,467,946)
- New Indoor Multi-Sport Facility - \$8,500,000 (“YFAC” Completed 2/2024; \$48,490,755 – All Sources)
- New Neighborhood Park Development - \$2,000,000
- Existing Neighborhood Park Improvements - \$6,500,000
- New Trail Development (Legacy Trail) - \$6,000,000 (Now \$4,500,000)
- Ruby Grant Park (Phase I) - \$6,000,000 (Completed 11/2020; \$6,146,426)
- Saxon Park Development (Phase II) - \$2,000,000
- Andrews Park Redevelopment - \$1,500,000 (Completed 11/2019; \$1,493,251)
- Canadian River Trails Park Development - \$2,000,000
- Road and Infrastructure Improvements - \$2,700,000
- Senior Citizen’s Center – TBD *(“AWE Center” Completed 11/2023; \$14,154,421 – All Sources)
- Public Art Installations – TBD (Near Completion \$1,122,191)

Other authorized NORMAN FORWARD expenditures could include operating subsidies to the Indoor Aquatic Facility and Westwood Aquatic Center; capital replacement; and/or maintenance and support personnel.

The Citizen Financial Oversight Board (CFOB) began meeting in January, 2016 and has been reviewing documents, reports and Council actions since then. During this reporting period, meetings of the full CFOB were held on January 10, 2025; March 14, 2025; May 9, 2025; July 11, 2025; September 12, 2025; and November 14, 2025. Significant items discussed and reviewed over the current reporting period include the following:

- Completion and operation of the major “brick and mortar” facility construction projects included in the NORMAN FORWARD program.
- Concerns with the Norman Public Library Central building
- Saxon Park project, and coordination with Public Works for a roadway expansion project connecting the park to Technology Place utilizing Norman Forward and City Capital Funds
- Purchase of the Griffin Park property from the Oklahoma Department of Mental Health and Substance Abuse.

NORMAN FORWARD Implementation Plan

The Norman Forward Project Implementation Plan (IP) was originally prepared by City staff and the Program Management Consultant, ADG. The Board was provided with updates to the project timing schedules included in the IP throughout the current reporting period. The Implementation Plan continues to be a “living” document which will change over time. The Board will review the IP on at least a semi-annual basis, with further updates as necessary based on major project milestones being achieved.

NORMAN FORWARD Pro Forma Financial Projections

The Board requested City staff, in conjunction with the City’s Financial Advisory team, to prepare Pro Forma Financial Projections for the entire 15-year NORMAN FORWARD program. Based on the project budgets and other expense assumptions, sales and use tax revenue projections, and debt issuance and interest rate projections, the Pro Forma projections were prepared to answer basic questions of, given these logical assumptions, will NORMAN FORWARD be financially able to deliver the projects that were promised to the voters? Will there be “excess” money during the NFST collection period or left over at the end for other projects or needs? Will there be cash flow concerns during interim time periods of NORMAN FORWARD’s tenure, which will require changes to the timing of pay-as-you-go projects? The most recently-updated Pro Forma projections are attached to this report.

The Pro Forma financials have been updated and presented to the Board periodically. The Board adopted changes to the revenue growth rate assumptions for sales tax (from 4.25% to 2%) and use tax (from 4% to 5%) that are built into the pro forma analyses.

As illustrated below, the NORMAN FORWARD Sales Tax and Use Tax collection rates have varied over their life, with sales tax growth beginning slower than projected but increasing in recent years. Use tax collections have been consistently above projections. Total sales and use tax revenue collections are currently about two percent (3%) below the original projections.

The Board and ultimately the City Council/Norman Municipal Authority have adapted well to changes necessitated by the financial realities presented in the Pro Forma and will be directed to continue to do so.

NORMAN FORWARD Revenue Collections vs. Original (2015) and Fiscal Year Projections as of January, 2026

	Original (2015) Projection	Fiscal Year Projection	ACTUAL PROJECTION	VARIANCE (%) From Original	VARIANCE (%) From Fiscal Year
Sales Tax	\$ 116,775,512	\$ 105,416,919	\$ 103,831,580	-11.08%	-1.50%
Use Tax	\$ 4,748,296	\$ 11,594,702	\$ 13,632,583	187.10%	17.58%
TOTAL	\$ 121,523,808	\$ 117,011,621	\$ 117,464,163	-3.34%	0.39%

NORMAN FORWARD Revenue and Expenditure Reports

At each of its meetings, the Board is presented with financial reports on projected and actual sales tax collections and expenditures by project. The most recent of these reports are attached. The Board understands that the financial information will become more and more meaningful as NFST collections are received and actual collection patterns progress, and as projects progress and their related expenditures can be measured versus preliminary project budgets. Supplemental funding from external sources has been allocated to projects in some cases and some re-allocation of funding between projects has been directed by the Council and approved by the Board. Overall, the Board is encouraged by the program's financial resiliency on a net basis.

NORMAN FORWARD Sales Tax Collection Concerns

Beginning in March, 2017, the Board began discussing concerns with sales tax collections being below projections. Although use tax collection has been quite a bit above projections recently, actual sales and use tax collections combined have been approximately 3.34% below the original projections (see attached Sales Tax Revenue reports). This condition has actually improved substantially from previous reporting periods. The Board restates its recommendation to Council, however, that all savings on the NORMAN FORWARD projects should be retained to make up for shortfalls in projects and revenue and not used for project add-ons.

NORMAN FORWARD Ad Hoc Project Committee Liaisons

A part of the original direction from the City Council to the Citizen Financial Oversight Board was for the CFOB to appoint a Member to act as a Liaison to each of the Ad Hoc Project Committees appointed to consider design and construction specifications for each of the major NORMAN FORWARD projects. The Board has appointed the following members to these Liaison roles, to date:

Senior Citizen's Center – Completed
 Griffin Park Soccer Complex – Completed
 Reaves Park Baseball/Softball Complex – Completed
 Indoor Aquatic Center/Indoor Multi-Sport Center – Completed
 Ruby Grant Park – Completed
 Youth Football/Adult Softball Facility – Completed
 Saxon Community Park – Cynthia Rogers

Completion of Major NORMAN FORWARD Projects

As previously discussed, the major "brick and mortar" projects paid for by the NFST have been completed. The Board is pleased to report that these projects have for the most part been completed on time and within their budgets, supplemented in some cases by outside funding sources (CARES Act, Norman Regional Hospital, Federal Transit Administration, etc.). These project completion finances are summarized in the attached Completed Project Cost Report (as of December 2025).

CFOB Review of City Council Actions

At each of its meetings, the CFOB receives and reviews any City Council or Norman Municipal Authority actions that have been taken since the CFOB last met that impact the NORMAN FORWARD Sales Tax program. The Board has an understanding of its review authority and its ability to timely report back to the Council and/or the public on any Council/NMA actions which the Board believes would not be in the best interest of the NORMAN FORWARD program, or which the Board may believe to be in conflict with the tenets of the NORMAN FORWARD Ordinance.

NORMAN FORWARD Program Management Consultant

Early in the implementation of the NORMAN FORWARD program, it was determined by the City Council that there would be a need to retain an outside architectural/engineering consultant to act as a “Program Manager”, with the stated goal of helping to deliver the promised projects on time and within their financial budgets. ADG Professional Corporation was selected to fill this role. As the major “brick and mortar” construction projects in the Norman Forward program have been completed or are nearing completion, the services of the Program Manager to the CFOB have terminated. The Board has had ongoing discussion of the potential contributions to the problems at the Norman Public Library Central project due to insufficient oversight by the Project Manager.

Norman Public Library Central Water Infiltration Issues

Throughout the reporting period, the Board has received reports on the status of the completed Norman Public Library, Central (NPL Central) project and water infiltration issues that have led to the temporary closure of the facility less than five years into its useful life. The Board understands that its role is limited to oversight of the NORMAN FORWARD Sales and Use Tax contributions to the construction of the facility, and that role has been served well, with the project coming in on time and well below its budgeted cost. The Board believes that it has a responsibility to continue to monitor the situation at the Central NPL, and the resulting litigation, due to the negative public reflection of the closure on the NORMAN FORWARD program as a whole. The Board appreciates receiving ongoing status reports from Program Managers on the project and will continue to include information in reports to the public.

Griffin Land Purchase

Through mutual agreement with the Oklahoma Department of Mental Health and Substance Abuse Services, a long-term lease of the Griffin Park land was negotiated for \$80,000 per year (\$2,400,000 over the life of NORMAN FORWARD). The City Council re-programmed the remaining \$7,600,000 originally allocated for the purchase of the Griffin Park land for construction of the Senior Citizen’s Center.

On July 22, 2025, Norman City Council approved a purchase with Oklahoma Department of Mental Health and Substance Abuse Services for the Griffin property. The Final purchase price was \$3,306,811. \$2,400,000 of this purchase came from the remaining Griffin Park Land Purchase allocation of Norman Forward Sales Tax Revenue with the remaining amount coming from the City's Capital Fund. The Board received regular status updates on the negotiations leading up to the purchase of this property.

NORMAN FORWARD Project Updates

At each of its meetings, the Board receives updates on the progress of authorized NORMAN FORWARD projects from the Project Management staff and/or from the related Ad Hoc Group Liaison. The Board has also been given presentations from project architects on the preliminary design and master site plans for major NFST projects. The Board's discussion of this information forms the basis for Board recommendations on its review of Council actions taken related to the NORMAN FORWARD program.

NORMAN FORWARD is delivering on its promises to the residents of and visitors to Norman. The major Norman Forward projects have been completed and residents of and visitors to Norman will be enjoying them. As the temporary taxing period for Norman Forward enters its final third, the progress of the projects stands out as a significant success.

NFST Revenue Bonds

The major NORMAN FORWARD projects were financed through three debt issuances, secured by the Norman Forward Sales Tax, through the Norman Municipal Authority. The revenue generated from these revenue bonds has been spent on the approved project costs. Payment of the debt service on these bonds will become the major expenditure of Norman Forward funds in the coming years.

Summary

Summarized information on collections and expenditures from the Norman Forward Sales Tax, along with the most recently-updated Pro Forma Financial Projections prepared for the CFOB is attached.

The NORMAN FORWARD Citizen Financial Oversight Board is extremely excited about the progress of the NFST program to date. The CFOB remains committed to ensuring that all of the projects approved by the voters in the Norman Forward Sales Tax will be completed at the level that can be supported by available revenues.

The Council/Norman Municipal Authority actions taken to implement the NFST Ordinance have been in compliance with the direction approved by the voters of Norman. While there are concerns about the shortfall in sales tax revenue, a great deal of credit is

due to the engaged Norman public, the City Council, the financial involvement of the Norman Municipal Authority, the various Ad Hoc project committees, City staff, and the program management firm for this progress. The mix of debt financing to complete the projects in advance of the tax revenues being received has been appropriated to complete the major projects years ahead of the tax collections. The City/NMA has been extremely successful in generating funding from other sources to supplement the Norman Forward projects, and the Council has made prudent decisions in re-allocating funds between Norman Forward projects where necessary.

The Board looks forward to its continuing role in the success of the NORMAN FORWARD program.

**NORMAN FORWARD SALES TAX REVENUE, VERSUS PROJECTION
BY FISCAL YEAR**

COMPARED TO 7/2015 PROJECTION

Item 7.

MONTH	BY FISCAL YEAR			COMPARED TO 7/2015 PROJECTION		
	PROJECTED	ACTUAL	% VARIANCE	ACTUAL	PRELIMINARY PROJECTION*	% VARIANCE
March, 2016	\$ 765,813	\$ 728,243	-4.91%	\$ 728,243	\$ 760,927	-4.30%
April, 2016	\$ 737,709	\$ 776,747	5.29%	\$ 776,747	\$ 733,003	5.97%
May, 2016	\$ 796,539	\$ 802,418	0.74%	\$ 802,418	\$ 791,458	1.38%
June, 2016	\$ 820,638	\$ 729,175	-11.15%	\$ 729,175	\$ 815,402	-10.57%
July, 2016	\$ 771,629	\$ 758,153	-1.75%	\$ 758,153	\$ 760,692	-0.33%
August, 2016	\$ 811,311	\$ 753,218	-7.16%	\$ 753,218	\$ 799,813	-5.83%
September, 2016	\$ 786,920	\$ 771,583	-1.95%	\$ 771,583	\$ 775,767	-0.54%
October, 2016	\$ 858,715	\$ 816,566	-4.91%	\$ 816,566	\$ 846,544	-3.54%
November, 2016	\$ 798,882	\$ 769,521	-3.68%	\$ 769,521	\$ 787,559	-2.29%
December, 2016	\$ 784,003	\$ 745,468	-4.92%	\$ 745,468	\$ 772,891	-3.55%
January, 2017	\$ 827,244	\$ 796,677	-3.70%	\$ 796,677	\$ 815,519	-2.31%
February, 2017	\$ 980,463	\$ 814,235	-16.95%	\$ 814,235	\$ 966,569	-15.76%
March, 2017	\$ 771,866	\$ 683,655	-11.43%	\$ 683,655	\$ 793,266	-13.82%
April, 2017	\$ 743,541	\$ 768,593	3.37%	\$ 768,593	\$ 764,155	0.58%
May, 2017	\$ 802,832	\$ 758,083	-5.57%	\$ 758,083	\$ 825,095	-8.12%
June, 2017	\$ 827,125	\$ 747,817	-9.59%	\$ 747,817	\$ 850,057	-12.03%
July, 2017	\$ 760,592	\$ 769,840	1.22%	\$ 769,840	\$ 792,140	-2.82%
August, 2017	\$ 798,825	\$ 736,344	-7.82%	\$ 736,344	\$ 855,817	-13.96%
September, 2017	\$ 788,843	\$ 755,105	-4.28%	\$ 755,105	\$ 845,123	-10.65%
October, 2017	\$ 845,645	\$ 800,169	-5.38%	\$ 800,169	\$ 905,977	-11.68%
November, 2017	\$ 787,013	\$ 757,642	-3.73%	\$ 757,642	\$ 843,162	-10.14%
December, 2017	\$ 772,904	\$ 705,659	-8.70%	\$ 705,659	\$ 828,046	-14.78%
January, 2018	\$ 816,503	\$ 829,421	1.58%	\$ 829,421	\$ 874,756	-5.18%
February, 2018	\$ 959,243	\$ 803,901	-16.19%	\$ 803,901	\$ 1,027,679	-21.78%
March, 2018	\$ 758,166	\$ 723,206	-4.61%	\$ 723,206	\$ 846,777	-14.59%
April, 2018	\$ 735,117	\$ 733,040	-0.28%	\$ 733,040	\$ 821,035	-10.72%
May, 2018	\$ 790,948	\$ 801,350	1.32%	\$ 801,350	\$ 883,391	-9.29%
June, 2018	\$ 811,552	\$ 777,694	-4.17%	\$ 777,694	\$ 906,403	-14.20%
July, 2018	\$ 732,971	\$ 792,168	8.08%	\$ 792,168	\$ 849,487	-6.75%
August, 2018	\$ 769,817	\$ 778,107	1.08%	\$ 778,107	\$ 892,189	-12.79%
September, 2018	\$ 748,752	\$ 753,875	0.68%	\$ 753,875	\$ 867,775	-13.13%
October, 2018	\$ 814,936	\$ 814,292	-0.08%	\$ 814,292	\$ 944,481	-13.78%
November, 2018	\$ 758,434	\$ 769,806	1.50%	\$ 769,806	\$ 878,997	-12.42%
December, 2018	\$ 744,837	\$ 755,617	1.45%	\$ 755,617	\$ 863,238	-12.47%
January, 2019	\$ 786,853	\$ 862,016	9.55%	\$ 862,016	\$ 911,933	-5.47%
February, 2019	\$ 924,409	\$ 801,472	-13.30%	\$ 801,472	\$ 1,071,356	-25.19%
March, 2019	\$ 730,634	\$ 686,081	-6.10%	\$ 686,081	\$ 882,765	-22.28%
April, 2019	\$ 708,422	\$ 770,033	8.70%	\$ 770,033	\$ 855,929	-10.04%
May, 2019	\$ 762,226	\$ 762,196	0.00%	\$ 762,196	\$ 920,936	-17.24%
June, 2019	\$ 782,081	\$ 809,526	3.51%	\$ 809,526	\$ 944,925	-14.33%
July, 2019	\$ 763,597	\$ 768,847	0.69%	\$ 768,847	\$ 887,108	-13.33%
August, 2019	\$ 800,628	\$ 761,846	-4.84%	\$ 761,846	\$ 930,129	-18.09%
September, 2019	\$ 778,646	\$ 788,095	1.21%	\$ 788,095	\$ 904,591	-12.88%
October, 2019	\$ 847,316	\$ 844,155	-0.37%	\$ 844,155	\$ 984,369	-14.24%
November, 2019	\$ 788,870	\$ 799,842	1.39%	\$ 799,842	\$ 916,469	-12.73%
December, 2019	\$ 774,718	\$ 812,104	4.83%	\$ 812,104	\$ 899,994	-9.77%
January, 2020	\$ 820,021	\$ 851,020	3.78%	\$ 851,020	\$ 952,659	-10.67%
February, 2020	\$ 958,070	\$ 819,751	-14.44%	\$ 819,751	\$ 1,113,036	-26.35%
March, 2020	\$ 758,559	\$ 720,227	-5.05%	\$ 720,227	\$ 918,709	-21.60%
April, 2020	\$ 738,133	\$ 747,531	1.27%	\$ 747,531	\$ 893,970	-16.38%
May, 2020	\$ 792,526	\$ 702,283	-11.39%	\$ 702,283	\$ 959,846	-26.83%
June, 2020	\$ 813,861	\$ 664,592	-18.34%	\$ 664,592	\$ 985,686	-32.58%
July, 2020	\$ 777,799	\$ 808,364	3.93%	\$ 808,364	\$ 925,809	-12.69%
August, 2020	\$ 814,405	\$ 850,341	4.41%	\$ 850,341	\$ 969,380	-12.28%
September, 2020	\$ 793,231	\$ 779,982	-1.67%	\$ 779,982	\$ 944,177	-17.39%
October, 2020	\$ 862,850	\$ 817,975	-5.20%	\$ 817,975	\$ 1,027,044	-20.36%
November, 2020	\$ 803,681	\$ 779,947	-2.95%	\$ 779,947	\$ 956,616	-18.47%
December, 2020	\$ 789,933	\$ 795,174	0.66%	\$ 795,174	\$ 940,251	-15.43%
January, 2021	\$ 835,910	\$ 865,704	3.56%	\$ 865,704	\$ 994,978	-12.99%
February, 2021	\$ 972,244	\$ 842,592	-13.34%	\$ 842,592	\$ 1,157,255	-27.19%
March, 2021	\$ 771,573	\$ 801,811	3.92%	\$ 801,811	\$ 957,430	-16.25%
April, 2021	\$ 751,969	\$ 733,759	-2.42%	\$ 733,759	\$ 933,104	-21.36%
May, 2021	\$ 804,859	\$ 929,299	15.46%	\$ 929,299	\$ 998,734	-6.95%
June, 2021	\$ 825,105	\$ 946,083	14.66%	\$ 946,083	\$ 1,023,857	-7.60%
July, 2021	\$ 784,866	\$ 976,078	24.36%	\$ 976,078	\$ 965,155	1.13%
August, 2021	\$ 821,805	\$ 986,400	20.03%	\$ 986,400	\$ 1,010,579	-2.39%
September, 2021	\$ 800,438	\$ 1,022,755	27.77%	\$ 1,022,755	\$ 984,304	3.91%
October, 2021	\$ 870,690	\$ 1,064,323	22.24%	\$ 1,064,323	\$ 1,070,693	-0.59%
November, 2021	\$ 810,984	\$ 965,607	19.07%	\$ 965,607	\$ 997,273	-3.18%
December, 2021	\$ 790,508	\$ 992,536	25.56%	\$ 992,536	\$ 972,093	2.10%
January, 2022	\$ 860,624	\$ 1,048,226	21.80%	\$ 1,048,226	\$ 1,058,316	-0.95%
February, 2022	\$ 837,647	\$ 1,029,877	22.95%	\$ 1,029,877	\$ 1,117,876	-7.87%
March, 2022	\$ 797,106	\$ 839,152	5.27%	\$ 839,152	\$ 1,021,865	-17.88%
April, 2022	\$ 758,802	\$ 931,510	22.76%	\$ 931,510	\$ 972,761	-4.24%
May, 2022	\$ 812,172	\$ 1,027,267	26.48%	\$ 1,027,267	\$ 1,041,180	-1.34%
June, 2022	\$ 832,602	\$ 1,061,513	27.49%	\$ 1,061,513	\$ 1,067,371	-0.55%
July, 2022	\$ 985,918	\$ 963,920	-2.23%	\$ 963,920	\$ 1,006,175	-4.20%
August, 2022	\$ 1,032,318	\$ 980,427	-5.03%	\$ 980,427	\$ 1,053,528	-6.94%
September, 2022	\$ 1,005,479	\$ 1,038,038	3.24%	\$ 1,038,038	\$ 1,026,137	1.16%
October, 2022	\$ 1,093,726	\$ 1,057,045	-3.35%	\$ 1,057,045	\$ 1,116,197	-5.30%
November, 2022	\$ 1,018,726	\$ 1,051,427	3.21%	\$ 1,051,427	\$ 1,039,657	1.13%
December, 2022	\$ 1,001,298	\$ 987,149	-1.41%	\$ 987,149	\$ 1,021,871	-3.40%
January, 2023	\$ 1,059,578	\$ 1,047,231	-1.17%	\$ 1,047,231	\$ 1,081,348	-3.16%
February, 2023	\$ 1,232,391	\$ 1,030,515	-16.38%	\$ 1,030,515	\$ 1,257,712	-18.06%
March, 2023	\$ 978,026	\$ 886,958	-9.31%	\$ 886,958	\$ 1,083,842	-18.17%
April, 2023	\$ 953,177	\$ 995,074	4.40%	\$ 995,074	\$ 1,014,103	-1.88%
May, 2023	\$ 1,020,235	\$ 1,030,076	0.96%	\$ 1,030,076	\$ 1,085,448	-5.10%
June, 2023	\$ 1,045,882	\$ 960,987	-8.12%	\$ 960,987	\$ 1,112,734	-13.64%
July, 2023	\$ 1,005,871	\$ 1,020,459	1.45%	\$ 1,020,459	\$ 1,049,174	-2.74%
August, 2023	\$ 1,052,503	\$ 957,439	-9.03%	\$ 957,439	\$ 1,097,822	-12.79%
September, 2023	\$ 1,027,175	\$ 975,085	-5.07%	\$ 975,085	\$ 1,071,403	-8.99%
October, 2023	\$ 1,115,560	\$ 1,056,267	-5.32%	\$ 1,056,267	\$ 1,163,594	-9.22%

November, 2023	\$	1,040,701	\$	1,031,132		-0.92%	\$	1,031,132	\$	1,085,512		-5.01%
December, 2023	\$	1,021,763	\$	995,608		-2.56%	\$	995,608	\$	1,065,758		-6
January, 2024	\$	1,081,299	\$	1,065,861		-1.43%	\$	1,065,861	\$	1,127,857		-5
February, 2024	\$	1,253,059	\$	1,014,214		-19.06%	\$	1,014,214	\$	1,307,013		-22
March, 2024	\$	996,122	\$	894,213		-10.23%	\$	894,213	\$	1,083,171		-17.44%
April, 2024	\$	974,015	\$	997,624		2.42%	\$	997,624	\$	1,059,133		-5.81%
May, 2024	\$	1,041,665	\$	1,006,386		-3.39%	\$	1,006,386	\$	1,132,694		-11.15%
June, 2024	\$	1,065,540	\$	985,624		-7.50%	\$	985,624	\$	1,158,655		-14.93%
July, 2024	\$	1,027,658	\$	992,679		-3.40%	\$	992,679	\$	1,095,552		-9.39%
August, 2024	\$	1,072,597	\$	944,797		-11.92%	\$	944,797	\$	1,143,460		-17.37%
September, 2024	\$	1,047,783	\$	972,648		-7.17%	\$	972,648	\$	1,117,007		-12.92%
October, 2024	\$	1,137,875	\$	1,073,182		-5.69%	\$	1,073,182	\$	1,213,050		-11.53%
November, 2024	\$	1,062,639	\$	966,913		-9.01%	\$	966,913	\$	1,132,844		-14.65%
December, 2024	\$	1,042,891	\$	1,029,554		-1.28%	\$	1,029,554	\$	1,111,791		-7.40%
January, 2025	\$	1,103,957	\$	1,098,231		-0.52%	\$	1,098,231	\$	1,128,913		-2.72%
February, 2025	\$	1,273,906	\$	955,939		-24.96%	\$	955,939	\$	1,281,482		-25.40%
March, 2025	\$	1,014,849	\$	880,095		-13.28%	\$	880,095	\$	1,127,877		-21.97%
April, 2025	\$	995,344	\$	962,464		-3.30%	\$	962,464	\$	1,106,200		-12.99%
May, 2025	\$	1,062,993	\$	968,752		-8.87%	\$	968,752	\$	1,181,384		-18.00%
June, 2025	\$	1,086,284	\$	1,002,792		-7.69%	\$	1,002,792	\$	1,207,268		-16.94%
July, 2025	\$	1,028,893	\$	945,435		-8.11%	\$	945,435	\$	1,143,485		-17.32%
August, 2025	\$	1,071,673	\$	991,745		-7.46%	\$	991,745	\$	1,191,030		-16.73%
September, 2025	\$	1,048,085	\$	987,072		-5.82%	\$	987,072	\$	1,164,815		-15.26%
October, 2025	\$	1,138,612	\$	1,061,557		-6.77%	\$	1,061,557	\$	1,159,276		-8.43%
November, 2025	\$	1,062,471	\$	1,002,326		-5.66%	\$	1,002,326	\$	1,180,804		-15.11%
December, 2025	\$	1,044,682	\$	1,021,363		-2.23%	\$	1,021,363	\$	1,161,032		-12.03%
TOTAL	\$	105,416,919	\$	103,831,580		-1.50%	\$	103,831,580	\$	116,775,512		-11.08%

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**NORMAN FORWARD USE TAX REVENUE, VERSUS PROJECTION
BY FISCAL YEAR**

COMPARED TO 7/2015 PROJECTION

MONTH	PROJECTED		ACTUAL		% VARIANCE	COMPARED TO 7/2015 PROJECTION				
						ACTUAL	PRELIMINARY	PROJECTION*	% VARIANCE	
March, 2016	\$	30,808	\$	40,786	32.39%	\$	40,786	\$	30,808	32.39%
April, 2016	\$	29,678	\$	34,397	15.90%	\$	34,397	\$	29,678	15.90%
May, 2016	\$	32,045	\$	42,640	33.06%	\$	42,640	\$	32,045	33.06%
June, 2016	\$	33,014	\$	39,837	20.67%	\$	39,837	\$	33,014	20.67%
July, 2016	\$	31,991	\$	38,889	21.56%	\$	38,889	\$	30,799	26.27%
August, 2016	\$	36,458	\$	42,717	17.17%	\$	42,717	\$	32,383	31.91%
September, 2016	\$	33,558	\$	30,445	-9.28%	\$	30,445	\$	31,409	-3.07%
October, 2016	\$	40,673	\$	33,293	-18.14%	\$	33,293	\$	34,275	-2.86%
November, 2016	\$	40,492	\$	39,065	-3.52%	\$	39,065	\$	31,887	22.51%
December, 2016	\$	37,649	\$	31,888	-15.30%	\$	31,888	\$	31,293	1.90%
January, 2017	\$	32,836	\$	43,537	32.59%	\$	43,537	\$	33,019	31.85%
February, 2017	\$	40,252	\$	41,610	3.37%	\$	41,610	\$	39,134	6.33%
March, 2017	\$	38,396	\$	33,061	-13.89%	\$	33,061	\$	32,118	2.94%
April, 2017	\$	32,550	\$	32,136	-1.27%	\$	32,136	\$	30,939	3.87%
May, 2017	\$	39,794	\$	45,568	14.51%	\$	45,568	\$	33,406	36.41%
June, 2017	\$	39,921	\$	41,863	4.87%	\$	41,863	\$	34,417	21.64%
July, 2017	\$	35,217	\$	44,497	26.35%	\$	44,497	\$	32,072	38.74%
August, 2017	\$	43,965	\$	47,476	7.99%	\$	47,476	\$	34,650	37.02%
September, 2017	\$	36,942	\$	46,945	27.08%	\$	46,945	\$	34,217	37.20%
October, 2017	\$	44,773	\$	55,550	24.07%	\$	55,550	\$	36,681	51.44%
November, 2017	\$	44,574	\$	49,820	11.77%	\$	49,820	\$	34,138	45.94%
December, 2017	\$	41,445	\$	45,477	9.73%	\$	45,477	\$	33,526	35.65%
January, 2018	\$	36,146	\$	66,771	84.72%	\$	66,771	\$	35,417	88.53%
February, 2018	\$	44,310	\$	48,593	9.67%	\$	48,593	\$	41,609	16.79%
March, 2018	\$	42,267	\$	54,993	30.11%	\$	54,993	\$	37,254	47.62%
April, 2018	\$	35,833	\$	50,955	42.20%	\$	50,955	\$	31,582	61.34%
May, 2018	\$	43,806	\$	60,102	37.20%	\$	60,102	\$	38,610	55.66%
June, 2018	\$	43,946	\$	47,518	8.13%	\$	47,518	\$	38,734	22.68%
July, 2018	\$	44,900	\$	46,670	3.94%	\$	46,670	\$	31,047	50.32%
August, 2018	\$	55,771	\$	58,648	5.16%	\$	58,648	\$	38,564	52.08%
September, 2018	\$	47,108	\$	68,843	46.14%	\$	68,843	\$	32,574	111.34%
October, 2018	\$	57,049	\$	76,256	33.67%	\$	76,256	\$	39,448	93.31%
November, 2018	\$	56,603	\$	65,295	15.36%	\$	65,295	\$	39,140	66.83%
December, 2018	\$	52,600	\$	71,304	35.56%	\$	71,304	\$	36,372	96.04%
January, 2019	\$	46,825	\$	81,467	73.98%	\$	81,467	\$	32,379	151.61%
February, 2019	\$	56,235	\$	92,097	63.77%	\$	92,097	\$	38,885	136.84%
March, 2019	\$	53,945	\$	72,451	34.31%	\$	72,451	\$	38,887	86.31%
April, 2019	\$	45,884	\$	62,630	36.50%	\$	62,630	\$	33,076	89.35%
May, 2019	\$	56,016	\$	77,315	38.02%	\$	77,315	\$	40,380	91.47%
June, 2019	\$	55,749	\$	68,615	23.08%	\$	68,615	\$	40,188	70.74%
July, 2019	\$	45,912	\$	77,599	69.02%	\$	77,599	\$	32,126	141.55%
August, 2019	\$	57,045	\$	72,567	27.21%	\$	72,567	\$	39,916	81.80%
September, 2019	\$	48,670	\$	80,983	66.39%	\$	80,983	\$	34,063	137.75%
October, 2019	\$	58,757	\$	86,518	47.25%	\$	86,518	\$	41,123	110.39%
November, 2019	\$	58,032	\$	79,115	36.33%	\$	79,115	\$	40,615	94.79%
December, 2019	\$	54,201	\$	83,721	54.46%	\$	83,721	\$	37,933	120.70%
January, 2020	\$	48,711	\$	88,427	81.53%	\$	88,427	\$	34,092	159.38%
February, 2020	\$	58,353	\$	124,509	113.37%	\$	124,509	\$	40,840	204.87%
March, 2020	\$	55,569	\$	73,615	32.47%	\$	73,615	\$	40,544	81.57%
April, 2020	\$	47,292	\$	78,218	65.40%	\$	78,218	\$	34,505	126.69%
May, 2020	\$	57,758	\$	96,559	67.18%	\$	96,559	\$	42,141	129.13%
June, 2020	\$	57,267	\$	105,049	83.44%	\$	105,049	\$	41,783	151.42%
July, 2020	\$	76,418	\$	108,470	41.94%	\$	108,470	\$	33,540	223.40%
August, 2020	\$	80,414	\$	111,849	39.09%	\$	111,849	\$	41,326	170.65%
September, 2020	\$	80,982	\$	111,950	38.24%	\$	111,950	\$	35,544	214.97%
October, 2020	\$	97,394	\$	123,541	26.85%	\$	123,541	\$	42,747	189.01%
November, 2020	\$	95,981	\$	111,548	16.22%	\$	111,548	\$	42,127	164.79%
December, 2020	\$	89,971	\$	133,159	48.00%	\$	133,159	\$	39,489	237.21%
January, 2021	\$	81,296	\$	142,435	75.21%	\$	142,435	\$	35,681	299.19%
February, 2021	\$	98,004	\$	176,811	80.41%	\$	176,811	\$	43,015	311.05%
March, 2021	\$	91,837	\$	108,777	18.45%	\$	108,777	\$	42,021	158.86%
April, 2021	\$	78,673	\$	98,208	24.83%	\$	98,208	\$	35,998	172.82%
May, 2021	\$	96,119	\$	149,868	55.92%	\$	149,868	\$	43,980	240.76%
June, 2021	\$	95,612	\$	119,455	24.94%	\$	119,455	\$	43,748	173.05%
July, 2021	\$	110,203	\$	119,611	8.54%	\$	119,611	\$	34,966	242.08%
August, 2021	\$	135,784	\$	146,398	7.82%	\$	146,398	\$	43,082	239.81%
September, 2021	\$	116,785	\$	114,138	-2.27%	\$	114,138	\$	37,054	208.03%
October, 2021	\$	140,069	\$	145,812	4.10%	\$	145,812	\$	44,442	228.09%
November, 2021	\$	137,707	\$	153,849	11.72%	\$	153,849	\$	43,693	252.12%
December, 2021	\$	130,010	\$	138,224	6.32%	\$	138,224	\$	41,251	235.08%
January, 2022	\$	137,707	\$	182,045	32.20%	\$	182,045	\$	43,693	316.65%
February, 2022	\$	142,649	\$	184,069	29.04%	\$	184,069	\$	47,184	290.11%
March, 2022	\$	131,827	\$	131,545	-0.21%	\$	131,545	\$	43,605	201.68%
April, 2022	\$	113,094	\$	129,422	14.44%	\$	129,422	\$	37,408	245.97%
May, 2022	\$	139,141	\$	151,405	8.81%	\$	151,405	\$	46,024	228.97%
June, 2022	\$	137,393	\$	152,881	11.27%	\$	152,881	\$	45,445	23

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July, 2022	\$	128,988	\$	145,606	12.88%	\$	145,606	\$	36,435	
August, 2022	\$	158,097	\$	144,189	-8.80%	\$	144,189	\$	44,657	222.88%
September, 2022	\$	136,184	\$	153,101	12.42%	\$	153,101	\$	38,467	298.00%
October, 2022	\$	163,644	\$	173,940	6.29%	\$	173,940	\$	46,224	276.30%
November, 2022	\$	161,215	\$	149,464	-7.29%	\$	149,464	\$	45,538	228.22%
December, 2022	\$	151,983	\$	155,275	2.17%	\$	155,275	\$	42,930	261.69%
January, 2023	\$	139,943	\$	177,437	26.79%	\$	177,437	\$	39,529	348.88%
February, 2023	\$	167,778	\$	203,330	21.19%	\$	203,330	\$	47,392	329.04%
March, 2023	\$	153,836	\$	136,599	-11.20%	\$	136,599	\$	45,300	201.54%
April, 2023	\$	132,497	\$	144,849	9.32%	\$	144,849	\$	39,016	271.25%
May, 2023	\$	162,766	\$	172,850	6.20%	\$	172,850	\$	47,930	260.63%
June, 2023	\$	160,545	\$	157,095	-2.15%	\$	157,095	\$	47,276	232.29%
July, 2023	\$	134,433	\$	154,332	14.80%	\$	154,332	\$	38,064	305.46%
August, 2023	\$	163,774	\$	150,182	-8.30%	\$	150,182	\$	46,372	223.87%
September, 2023	\$	141,914	\$	172,612	21.63%	\$	172,612	\$	40,182	329.57%
October, 2023	\$	170,238	\$	173,844	2.12%	\$	173,844	\$	48,202	260.66%
November, 2023	\$	158,320	\$	171,201	8.14%	\$	171,201	\$	44,827	281.91%
December, 2023	\$	157,925	\$	204,440	29.45%	\$	204,440	\$	44,716	357.20%
January, 2024	\$	146,416	\$	224,411	53.27%	\$	224,411	\$	41,457	441.31%
February, 2024	\$	168,769	\$	216,389	28.22%	\$	216,389	\$	49,626	336.04%
March, 2024	\$	159,253	\$	146,156	-8.22%	\$	146,156	\$	47,008	210.92%
April, 2024	\$	137,953	\$	162,914	18.09%	\$	162,914	\$	40,721	300.08%
May, 2024	\$	169,320	\$	187,092	10.50%	\$	187,092	\$	49,980	274.34%
June, 2024	\$	157,246	\$	155,152	-1.33%	\$	155,152	\$	46,416	234.27%
July, 2024	\$	139,787	\$	167,743	20.00%	\$	167,743	\$	39,675	322.79%
August, 2024	\$	169,441	\$	167,789	-0.97%	\$	167,789	\$	48,092	248.90%
September, 2024	\$	147,951	\$	178,797	20.85%	\$	178,797	\$	41,992	325.79%
October, 2024	\$	176,599	\$	172,415	-2.37%	\$	172,415	\$	50,123	243.98%
November, 2024	\$	173,332	\$	162,581	-6.20%	\$	162,581	\$	49,196	230.48%
December, 2024	\$	164,970	\$	183,523	11.25%	\$	183,523	\$	46,823	291.95%
January, 2025	\$	153,872	\$	198,899	29.26%	\$	198,899	\$	43,673	355.43%
February, 2025	\$	182,805	\$	240,592	31.61%	\$	240,592	\$	51,885	363.71%
March, 2025	\$	164,764	\$	150,817	-8.46%	\$	150,817	\$	48,752	209.36%
April, 2025	\$	143,710	\$	156,171	8.67%	\$	156,171	\$	42,522	267.27%
May, 2025	\$	176,028	\$	190,612	8.29%	\$	190,612	\$	52,084	265.97%
June, 2025	\$	172,027	\$	156,898	-8.79%	\$	156,898	\$	50,901	208.24%
July, 2025	\$	140,329	\$	149,889	6.81%	\$	149,889	\$	41,522	260.99%
August, 2025	\$	169,043	\$	157,601	-6.77%	\$	157,601	\$	50,018	215.09%
September, 2025	\$	148,432	\$	187,772	26.50%	\$	187,772	\$	43,919	327.54%
October, 2025	\$	176,120	\$	179,083	1.68%	\$	179,083	\$	52,112	243.65%
November, 2025	\$	172,692	\$	189,632	9.81%	\$	189,632	\$	51,098	271.12%
December, 2025	\$	165,100	\$	244,936	48.36%	\$	244,936	\$	48,851	401.39%
TOTAL	\$	11,594,702	\$	13,632,583	17.58%	\$	13,632,582	\$	4,748,296	187.10%

NORMAN FORWARD SALES + USE TAX REVENUE, VS. PROJECTION

BY FISCAL YEAR

COMPARED TO 7/2015 PROJECTION

MONTH	BY FISCAL YEAR			COMPARED TO 7/2015 PROJECTION			
	PROJECTED	ACTUAL	% VARIANCE	ACTUAL	PRELIMINARY PROJECTION*	% VARIANCE	
March, 2016	\$ 796,621	\$ 769,029	-3.46%	\$ 769,029	\$ 791,736	-2.87%	
April, 2016	\$ 767,387	\$ 811,144	5.70%	\$ 811,144	\$ 762,681	6.35%	
May, 2016	\$ 828,584	\$ 845,058	1.99%	\$ 845,058	\$ 823,502	2.62%	
June, 2016	\$ 853,652	\$ 769,012	-9.92%	\$ 769,012	\$ 848,417	-9.36%	
July, 2016	\$ 803,620	\$ 797,042	-0.82%	\$ 797,042	\$ 791,491	0.70%	
August, 2016	\$ 847,769	\$ 795,935	-6.11%	\$ 795,935	\$ 832,196	-4.36%	
September, 2016	\$ 820,478	\$ 802,028	-2.25%	\$ 802,028	\$ 807,176	-0.64%	
October, 2016	\$ 899,388	\$ 849,859	-5.51%	\$ 849,859	\$ 880,818	-3.51%	
November, 2016	\$ 839,374	\$ 808,586	-3.67%	\$ 808,586	\$ 819,446	-1.33%	
December, 2016	\$ 821,652	\$ 777,356	-5.39%	\$ 777,356	\$ 804,184	-3.34%	
January, 2017	\$ 860,080	\$ 840,214	-2.31%	\$ 840,214	\$ 848,538	-0.98%	
February, 2017	\$ 1,020,715	\$ 855,845	-16.15%	\$ 855,845	\$ 1,005,704	-14.90%	
March, 2017	\$ 810,262	\$ 716,716	-11.55%	\$ 716,716	\$ 825,384	-13.17%	
April, 2017	\$ 776,091	\$ 800,729	3.17%	\$ 800,729	\$ 795,095	0.71%	
May, 2017	\$ 842,626	\$ 803,651	-4.63%	\$ 803,651	\$ 858,501	-6.39%	
June, 2017	\$ 867,045	\$ 789,680	-8.92%	\$ 789,680	\$ 884,474	-10.72%	
July, 2017	\$ 795,809	\$ 814,337	2.33%	\$ 814,337	\$ 824,212	-1.20%	
August, 2017	\$ 842,790	\$ 783,821	-7.00%	\$ 783,821	\$ 890,467	-11.98%	
September, 2017	\$ 825,785	\$ 802,051	-2.87%	\$ 802,051	\$ 879,340	-8.79%	
October, 2017	\$ 890,418	\$ 855,719	-3.90%	\$ 855,719	\$ 942,658	-9.22%	
November, 2017	\$ 831,588	\$ 807,462	-2.90%	\$ 807,462	\$ 877,300	-7.96%	
December, 2017	\$ 814,349	\$ 751,136	-7.76%	\$ 751,136	\$ 861,572	-12.82%	
January, 2018	\$ 852,650	\$ 896,192	5.11%	\$ 896,192	\$ 910,173	-1.54%	
February, 2018	\$ 1,003,553	\$ 852,494	-15.05%	\$ 852,494	\$ 1,069,288	-20.27%	
March, 2018	\$ 800,433	\$ 778,199	-2.78%	\$ 778,199	\$ 884,031	-11.97%	
April, 2018	\$ 770,950	\$ 783,995	1.69%	\$ 783,995	\$ 852,618	-8.05%	
May, 2018	\$ 834,754	\$ 861,452	3.20%	\$ 861,452	\$ 922,001	-6.57%	
June, 2018	\$ 855,498	\$ 825,212	-3.54%	\$ 825,212	\$ 945,137	-12.69%	
July, 2018	\$ 777,871	\$ 838,838	7.84%	\$ 838,838	\$ 880,534	-4.74%	
August, 2018	\$ 825,587	\$ 836,755	1.35%	\$ 836,755	\$ 930,753	-10.10%	
September, 2018	\$ 795,860	\$ 822,718	3.37%	\$ 822,718	\$ 900,350	-8.62%	
October, 2018	\$ 871,985	\$ 890,548	2.13%	\$ 890,548	\$ 983,929	-9.49%	
November, 2018	\$ 815,036	\$ 835,101	2.46%	\$ 835,101	\$ 918,136	-9.04%	
December, 2018	\$ 797,437	\$ 826,921	3.70%	\$ 826,921	\$ 899,610	-8.08%	
January, 2019	\$ 833,678	\$ 943,483	13.17%	\$ 943,483	\$ 944,312	-0.09%	
February, 2019	\$ 980,644	\$ 893,570	-8.88%	\$ 893,570	\$ 1,110,241	-19.52%	
March, 2019	\$ 784,579	\$ 758,532	-3.32%	\$ 758,532	\$ 921,652	-17.70%	
April, 2019	\$ 754,306	\$ 832,663	10.39%	\$ 832,663	\$ 889,005	-6.34%	
May, 2019	\$ 818,242	\$ 839,510	2.60%	\$ 839,510	\$ 961,316	-12.67%	
June, 2019	\$ 837,830	\$ 878,142	4.81%	\$ 878,142	\$ 985,113	-10.86%	
July, 2019	\$ 809,510	\$ 846,446	4.56%	\$ 846,446	\$ 919,234	-7.92%	
August, 2019	\$ 857,673	\$ 834,413	-2.71%	\$ 834,413	\$ 970,045	-13.98%	
September, 2019	\$ 827,316	\$ 869,078	5.05%	\$ 869,078	\$ 938,654	-7.41%	
October, 2019	\$ 906,074	\$ 930,673	2.71%	\$ 930,673	\$ 1,025,491	-9.25%	
November, 2019	\$ 846,902	\$ 878,957	3.78%	\$ 878,957	\$ 957,084	-8.16%	
December, 2019	\$ 828,918	\$ 895,825	8.07%	\$ 895,825	\$ 937,927	-4.49%	
January, 2020	\$ 868,733	\$ 939,447	8.14%	\$ 939,447	\$ 986,751	-4.79%	
February, 2020	\$ 1,016,423	\$ 944,260	-7.10%	\$ 944,260	\$ 1,153,876	-18.17%	
March, 2020	\$ 814,129	\$ 793,842	-2.49%	\$ 793,842	\$ 959,253	-17.24%	
April, 2020	\$ 785,425	\$ 825,749	5.13%	\$ 825,749	\$ 928,475	-11.06%	
May, 2020	\$ 850,284	\$ 798,842	-6.05%	\$ 798,842	\$ 1,001,987	-20.27%	
June, 2020	\$ 871,128	\$ 769,641	-11.65%	\$ 769,641	\$ 1,027,469	-25.09%	
July, 2020	\$ 854,217	\$ 916,834	7.33%	\$ 916,834	\$ 959,349	-4.43%	
August, 2020	\$ 894,819	\$ 962,190	7.53%	\$ 962,190	\$ 1,010,706	-4.80%	

September, 2020	\$	874,213	\$	891,932	2.03%	\$	891,932	\$	979,720	-8.96%
October, 2020	\$	960,243	\$	941,516	-1.95%	\$	941,516	\$	1,069,791	-11.99%
November, 2020	\$	899,663	\$	891,495	-0.91%	\$	891,495	\$	998,743	-10.74%
December, 2020	\$	879,903	\$	928,333	5.50%	\$	928,333	\$	979,740	-5.25%
January, 2021	\$	917,206	\$	1,008,139	9.91%	\$	1,008,139	\$	1,030,659	-2.19%
February, 2021	\$	1,070,248	\$	1,019,403	-4.75%	\$	1,019,403	\$	1,200,270	-15.07%
March, 2021	\$	863,410	\$	910,587	5.46%	\$	910,587	\$	999,451	-8.89%
April, 2021	\$	830,642	\$	831,967	0.16%	\$	831,967	\$	969,102	-14.15%
May, 2021	\$	900,977	\$	1,079,167	19.78%	\$	1,079,167	\$	1,042,714	3.50%
June, 2021	\$	920,717	\$	1,065,538	15.73%	\$	1,065,538	\$	1,067,605	-0.19%
July, 2021	\$	895,069	\$	1,095,689	22.41%	\$	1,095,689	\$	1,000,121	9.56%
August, 2021	\$	957,588	\$	1,132,798	18.30%	\$	1,132,798	\$	1,053,661	7.51%
September, 2021	\$	917,223	\$	1,136,893	23.95%	\$	1,136,893	\$	1,021,359	11.31%
October, 2021	\$	1,010,759	\$	1,210,135	19.73%	\$	1,210,135	\$	1,115,135	8.52%
November, 2021	\$	948,691	\$	1,119,456	18.00%	\$	1,119,456	\$	1,040,965	7.54%
December, 2021	\$	920,518	\$	1,130,760	22.84%	\$	1,130,760	\$	1,013,343	11.59%
January, 2022	\$	998,331	\$	1,230,271	23.23%	\$	1,230,271	\$	1,102,008	11.64%
February, 2022	\$	980,297	\$	1,213,946	23.83%	\$	1,213,946	\$	1,165,061	4.20%
March, 2022	\$	928,933	\$	970,697	4.50%	\$	970,697	\$	1,065,470	-8.89%
April, 2022	\$	871,896	\$	1,060,932	21.68%	\$	1,060,932	\$	1,010,169	5.03%
May, 2022	\$	951,313	\$	1,178,672	23.90%	\$	1,178,672	\$	1,087,204	8.41%
June, 2022	\$	969,995	\$	1,214,394	25.20%	\$	1,214,394	\$	1,112,816	9.13%
July, 2022	\$	1,114,906	\$	1,109,525	-0.48%	\$	1,109,525	\$	1,042,609	6.42%
August, 2022	\$	1,190,415	\$	1,124,616	-5.53%	\$	1,124,616	\$	1,098,185	2.41%
September, 2022	\$	1,141,663	\$	1,191,139	4.33%	\$	1,191,139	\$	1,064,605	11.89%
October, 2022	\$	1,257,369	\$	1,230,985	-2.10%	\$	1,230,985	\$	1,162,421	5.90%
November, 2022	\$	1,179,941	\$	1,200,891	1.78%	\$	1,200,891	\$	1,085,194	10.66%
December, 2022	\$	1,153,281	\$	1,142,424	-0.94%	\$	1,142,424	\$	1,064,801	7.29%
January, 2023	\$	1,199,521	\$	1,224,668	2.10%	\$	1,224,668	\$	1,120,877	9.26%
February, 2023	\$	1,400,169	\$	1,233,845	-11.88%	\$	1,233,845	\$	1,305,103	-5.46%
March, 2023	\$	1,131,862	\$	1,023,557	-9.57%	\$	1,023,557	\$	1,129,142	-9.35%
April, 2023	\$	1,085,674	\$	1,139,923	5.00%	\$	1,139,923	\$	1,053,120	8.24%
May, 2023	\$	1,183,002	\$	1,202,926	1.68%	\$	1,202,926	\$	1,133,378	6.14%
June, 2023	\$	1,206,427	\$	1,118,082	-7.32%	\$	1,118,082	\$	1,160,010	-3.61%
July, 2023	\$	1,140,303	\$	1,174,791	3.02%	\$	1,174,791	\$	1,087,237	8.05%
August, 2023	\$	1,216,277	\$	1,107,621	-8.93%	\$	1,107,621	\$	1,144,194	-3.20%
September, 2023	\$	1,169,090	\$	1,147,697	-1.83%	\$	1,147,697	\$	1,111,586	3.25%
October, 2023	\$	1,285,798	\$	1,230,111	-4.33%	\$	1,230,111	\$	1,211,796	1.51%
November, 2023	\$	1,199,021	\$	1,202,333	0.28%	\$	1,202,333	\$	1,130,339	6.37%
December, 2023	\$	1,179,688	\$	1,200,048	1.73%	\$	1,200,048	\$	1,110,474	8.07%
January, 2024	\$	1,227,714	\$	1,290,272	5.10%	\$	1,290,272	\$	1,169,314	10.34%
February, 2024	\$	1,421,828	\$	1,230,603	-13.45%	\$	1,230,603	\$	1,356,639	-9.29%
March, 2024	\$	1,155,375	\$	1,040,369	-9.95%	\$	1,040,369	\$	1,130,179	-7.95%
April, 2024	\$	1,111,968	\$	1,160,538	4.37%	\$	1,160,538	\$	1,099,854	5.52%
May, 2024	\$	1,210,985	\$	1,193,478	-1.45%	\$	1,193,478	\$	1,182,674	0.91%
June, 2024	\$	1,222,786	\$	1,140,776	-6.71%	\$	1,140,776	\$	1,205,071	-5.34%
July, 2024	\$	1,167,445	\$	1,160,422	-0.60%	\$	1,160,422	\$	1,135,227	2.22%
August, 2024	\$	1,242,038	\$	1,112,586	-10.42%	\$	1,112,586	\$	1,191,552	-6.63%
September, 2024	\$	1,195,734	\$	1,151,445	-3.70%	\$	1,151,445	\$	1,158,999	-0.65%
October, 2024	\$	1,314,473	\$	1,245,597	-5.24%	\$	1,245,597	\$	1,263,173	-1.39%
November, 2024	\$	1,235,971	\$	1,129,494	-8.61%	\$	1,129,494	\$	1,182,040	-4.45%
December, 2024	\$	1,207,861	\$	1,213,077	0.43%	\$	1,213,077	\$	1,158,614	4.70%
January, 2025	\$	1,257,829	\$	1,297,130	3.12%	\$	1,297,130	\$	1,172,586	10.62%
February, 2025	\$	1,456,711	\$	1,196,531	-17.86%	\$	1,196,531	\$	1,333,367	-10.26%
March, 2025	\$	1,179,613	\$	1,030,912	-12.61%	\$	1,030,912	\$	1,176,629	-12.38%
April, 2025	\$	1,139,054	\$	1,118,635	-1.79%	\$	1,118,635	\$	1,148,722	-2.62%
May, 2025	\$	1,239,021	\$	1,159,364	-6.43%	\$	1,159,364	\$	1,233,468	-6.01%
June, 2025	\$	1,258,311	\$	1,159,690	-7.84%	\$	1,159,690	\$	1,258,169	-7.83%
July, 2025	\$	1,169,221	\$	1,095,324	-6.32%	\$	1,095,324	\$	1,185,007	-7.57%
August, 2025	\$	1,240,716	\$	1,149,346	-7.36%	\$	1,149,346	\$	1,241,048	-7.39%
September, 2025	\$	1,196,518	\$	1,174,844	-1.81%	\$	1,174,844	\$	1,208,735	-2.80%
October, 2025	\$	1,314,733	\$	1,240,640	-5.64%	\$	1,240,640	\$	1,211,388	2.41%
November, 2025	\$	1,235,164	\$	1,191,957	-3.50%	\$	1,191,957	\$	1,231,901	-3.24%
December, 2025	\$	1,209,782	\$	1,266,299	4.67%	\$	1,266,299	\$	1,209,884	4.66%
TOTAL	\$	117,011,621	\$	117,464,163	0.39%	\$	117,464,162	\$	121,523,808	-3.34%

**NORMAN FORWARD
FINAL PROJECT COST COMPARISON**

PROJECT	Original	Revised	Actual	Variance:	Variance:
	Budget	Budget	Cost	Original Budget	Revised Budget
Westwood Tennis Center	\$ 1,000,000	\$ 1,801,278	\$ 1,801,277	\$ (801,277)	\$ 1.16
James Garner: Flood to Acres	\$ 8,700,000	\$ 6,151,282	\$ 5,856,683	\$ 2,843,317	\$ 294,598.59
Central Branch Library	\$ 39,000,000	\$ 35,014,495	\$ 35,010,261	\$ 3,989,739	\$ 4,233.62
East Branch Library	\$ 5,100,000	\$ 5,100,000	\$ 4,794,304	\$ 305,696	\$ 305,695.62
Westwood Swim Complex	\$ 12,000,000	\$ 12,000,000	\$ 11,763,800	\$ 236,200	\$ 236,200.35
Andrews Park	\$ 1,500,000	\$ 1,499,099	\$ 1,493,251	\$ 6,749	\$ 5,848.25
Griffin Park Soccer Complex (Phase 1)*	\$ 11,000,000	\$ 13,189,029	\$ 13,140,363	\$ (2,140,363)	\$ 48,666.47
Griffin Park Land Purchase	\$ 10,000,000	\$ 3,386,811	\$ 3,306,811	\$ 6,693,189	\$ 80,000.01
Ruby Grant Park (Phase 1)	\$ 6,150,000	\$ 6,150,000	\$ 6,146,426	\$ 3,574	\$ 3,573.81
Professional Services (ADG)	\$ 1,747,655	\$ 3,718,208	\$ 3,625,499	\$ (1,877,844)	\$ 92,708.75
Community Sports Park (Phase 1)	\$ 2,500,000	\$ 2,500,000	\$ 2,467,946	\$ 32,054	\$ 32,054.24
Reaves Park Complex (Phase 1)	\$ 10,000,000	\$ 10,000,000	\$ 9,987,746	\$ 12,254	\$ 12,253.68
Senior (AWE) Center		\$ 14,180,522	\$ 14,154,421	\$ (14,154,421)	\$ 26,100.28
Young Family Athletic Center (Phase 1)*	\$ 22,500,000	\$ 50,468,966	\$ 48,490,755	\$ (25,990,755)	\$ 1,978,211.36
Public Art Installations*	\$ 1,200,000	\$ 1,143,192	\$ 1,122,191	\$ 77,809	\$ 21,000.82
Flood Avenue Multi-Modal Path (Trail)		\$ 1,143,192	\$ 1,122,191	\$ (1,122,191)	\$ 21,000.71

*NEAR FINAL



Griffin Park Soccer Complex Mural



Bentley Park

NORMAN FORWARD Implementation Plan
May 2016
Revised 11/2025

NORMAN FORWARD

Implementation Plan

I. Executive Summary

NORMAN FORWARD is designed to improve the quality of life in Norman through renovating, expanding, constructing, and funding projects including multiple recreational facilities, libraries, parks, athletic venues, public art, trails, and swim complexes. NORMAN FORWARD also includes traffic improvements and an extension of the existing James Garner Avenue. A citizen-initiated proposal, NORMAN FORWARD will enhance the Norman community for generations to come.

Funded through a 15-year earmarked sales tax, NORMAN FORWARD includes 12 projects spanning the entire city at an estimated cost of \$148 million. It also includes other program expenses at an estimated cost of \$55.4 million. Sales tax collections began on January 1, 2016 and will continue for 15 years.

The NORMAN FORWARD program includes:

- Canadian River Park
- Central Branch Library
- East Branch Library
- Griffin Land Acquisition
- Indoor Aquatic Center
- Indoor Multi-Sport Facility
- James Garner Avenue Extension
- Parks Projects
 - Westwood Tennis Center
 - Saxon Park
 - Ruby Grant Park
 - Andrews Park
 - Existing Neighborhood Park Renovations
 - New Neighborhood Park Development
 - New Trail Development
- Senior Citizens Center
- Sports Complex Projects
 - Reaves Park
 - Softball & Football Complex
 - Griffin Park Soccer Complex
- Traffic Improvements
- Westwood Family Aquatic Center

The City is moving forward with the projects and the Implementation Plan is guiding the process. The Implementation Plan is a document to be reviewed and recommended by the NORMAN FORWARD Citizen Financial Oversight Board and adopted by the City Council, which outlines the scopes of work, conceptual budgets, and the order in which the projects or phases of projects will commence. The Implementation Plan is a living document which will be reviewed, re-evaluated, and re-adopted from time to time as projects progress and plans become realities.

As of this writing, ten of the major NORMAN FORWARD projects have been completed, or are nearing completion:

- The East Branch Library
- The Central Branch Library
- The Westwood Family Aquatic Center
- The Westwood Tennis Center
- The Ruby Grant Park (Phase I)
- The Andrews Park Redevelopment
- Reaves Park
- Adult Wellness and Education Center (Senior Citizens Center)
- Young Family Athletic Center (Indoor Sports & Aquatic Facility)
- Griffin Park
- James Garner Phases I & II

Several other NORMAN FORWARD projects are partially completed (progressing in stages) or nearing construction phases. Neighborhood Park renovation projects have been completed at Oakhurst, Sonoma, Prairie Creek, Rotary, Sequoyah Trail, Vineyard, Cherry Creek, Tull's, Sunrise, and Falls-Lakeview Parks. Upcoming Park renovation locations include NE Lions, Eagle Cliff, Sutton Place, Oaktree, Kiwanis, Springbrook, and Chisolm's Cattle Trail Parks. New Park construction at Songbird Park has been completed as well as construction at the new Bentley Park. Construction will begin on the park formally named Links Park, now called Bluestem Park, located south of Cedar Lane Road on 24th Avenue SE. The NORMAN FORWARD program is already transforming the quality of life in Norman.

In February 2016, ADG, P.C. was hired as the program manager for the NORMAN FORWARD program. Since that time, ADG has attended meetings, conducted research, and analyzed data to prepare the Implementation Plan. The information in the Implementation Plan is based on currently available information as well as certain assumptions made based on anticipated requirements.

II. Background

The History of NORMAN FORWARD

The NORMAN FORWARD initiative came to City Council from community groups, stakeholders, and residents, who prepared an initial program scope using analysis and information from master plans for the libraries and parks, recreational planning professionals, traffic professionals, and research firms.

Beginning in the spring of 2015, Norman City Council began a series of Council conferences and additional public meetings to refine the program scope, financing, and funding opportunities for NORMAN FORWARD. Priority projects are included from the 2014 *Library Master Plan Update*, the 2009 *Norman Parks & Recreation Master Plan*, and additional projects designed to provide recreational and educational opportunities for Norman residents.

The program is intended to improve the quality of life for all Norman residents and visitors by providing public projects and programming that contribute to better health, more active lifestyles, intellectual and arts pursuits, and improved traffic safety. The program is funded by a 15-year, one-half percent earmarked sales tax.

On August 11, 2015, City Council voted unanimously to approve NORMAN FORWARD Ordinance O-1516-5 and Resolution R-1516-14 that called for an election to take place on October 13, 2015, to ask Norman voters to consider a temporary sales tax increase to provide funding for the projects.

The temporary one-half percent (1/2%) sales tax was approved by 72% of Norman voters. The authorized sales tax increase began on January 1, 2016.

Public Involvement

The NORMAN FORWARD Citizen Financial Oversight Board (CFOB) was created by Council resolution (R-1516-75) on December 22, 2015 to review the finances of the NORMAN FORWARD program. Their tasks include:

- Review actual and projected NORMAN FORWARD Sales Tax (NFST) revenues;
- Recommend mix of project financing including pay as you go ("paygo") and debt financing;
- Review pace and sequencing of construction of projects;
- Review Council actions related to expenditures of NFST monies;

- Recommend strategies for long term operations and maintenance of facilities;
- Report to Council from time to time as warranted and to provide an annual report to City Council;
- Perform such other duties related to NORMAN FORWARD as the City Council directs by motion or resolution;
- Assign one CFOB member to serve with and act as a liaison to certain advisory committees that Council may form from time to time regarding specific NORMAN FORWARD projects.

The Oversight Board consists of nine members, appointed by the Mayor and confirmed by City Council. Members are from various wards and have backgrounds and experience in accounting, banking, construction, auditing, advertising, operations, and law. Two ex-officio members are part of the Board, including the Mayor (or designee) and City Manager (or designee).

Ad hoc advisory groups were appointed by the Mayor to provide additional citizen input specific to each major NORMAN FORWARD project and to City Council. One member of the Oversight Board serves on each ad hoc advisory group. Ad hoc groups have five to eleven members each. Ex-officio members include the City Manager (or designee), a CFOB member, a Park Board Member, and may include a member, or members, of specific stakeholder groups.

All Oversight Board and ad hoc advisory group meetings are open to the public and shall comply with the Oklahoma Open Meetings Act. The public is invited to attend meetings and provide input and comments to the ad hoc advisory groups and Oversight Board.

Process

The NORMAN FORWARD Implementation Plan sets the overall guidelines for program scope, project scheduling, and individual construction budgets. Site selection and land acquisition, if applicable, will be required prior to the start of design for most projects.

Certain sites may require demolition, site clearing, or other preparatory steps. Environmental testing will also be performed, as needed, prior to building design, and if necessary, environmental remediation will be completed.

The City will solicit Requests for Qualifications (RFQ) from consultants, such as architects and engineers. Responses to RFQs will be reviewed using the City's consultant selection process.

Documents produced by each consultant will undergo peer reviews conducted by the City staff and Program Manager. The purpose of these reviews is to monitor

consultant plans and specifications for conformance with the design intent and the allocated budget. At selected phases of the design process, the ad hoc advisory groups and the Citizens Financial Oversight Board may receive presentations from consultants in order to review the designs.

Once the final design of a project has been approved, the City will utilize its standard competitive bidding process to solicit and award construction contracts. "Construction Manager at Risk" processes may be used, combining several of the design, bidding and construction phases, for certain projects. The architects and/or engineers will review construction progress, and the Program Manager will provide additional field observation for conformance with construction documents. Throughout the process, the City staff and Program Manager will provide outreach to citizens through communication on the status of each project.

Communication

As with any large, capital improvement program, communication with the public is critical for the success of NORMAN FORWARD. In addition to the high level of citizen participation through the Citizens Financial Oversight Board and the ad hoc advisory groups, ongoing communication and information will be made available to the public through various avenues and outlets.

Communication methods include but are not limited to:

- Promotion and updates via print media, television, social media outlets including Facebook and Twitter
- Updates and promotion in partnership with the Norman Chamber of Commerce via the Chamber's newsletter and website
- Routine press releases about public meetings, surveys, and other updates sent to various outlets including the *Norman Transcript* and Norman News
- Updates in the City Manager's weekly report to City Council, which is also sent to the *Norman Transcript*, posted to the City Manager's webpage, and promoted on Facebook
- Updates in the City Manager's report at City Council meetings; videos from these updates are posted to the City Manager's webpage, promoted on Facebook, and uploaded to YouTube
- Routine updates to the NORMAN FORWARD website
- Branded NORMAN FORWARD construction signs
- Public construction groundbreakings and ribbon-cuttings
- Open houses, videos, and tours of projects in-progress
- Meetings posted on government access television
- Inclusion in the City of Norman Annual Report

Implementation Plan Development

The information in the Implementation Plan and Project Timeline is based on currently available information as well as certain assumptions made based on anticipated requirements. The Project Timeline, scope of work, and budgets are subject to change, as directed by Council, as the planning process progresses and more information becomes available.

Project budgets may include: conceptual estimates of consulting, architectural, and engineering services; other pre-construction costs such as environmental investigation, remediation, and geotechnical and construction testing, where required; infrastructure; land acquisition; and construction and project contingency.

The construction budgets are based on information from a number of sources including local and national cost estimating firms, industry consultants, and data from the City of Norman. Construction budgets are conceptual and are derived from anticipated scopes of work needed for complete projects. Actual project costs vary from initial cost estimates depending on final work scopes, the bidding climate at the time of bid, inflation and other factors impacting the economy.

Debt vs. Pay-As-You-Go Financing

The Council and the citizen's Financial Oversight Board have adopted an anticipated mix of projects to be financed on a pay-as-you-go basis, versus projects to be financed through the issuance of debt to enable the projects to proceed in advance of the actual revenues being collected to pay for the projects. Generally speaking, the following major projects were paid for through up-front debt financing:

- Central and East Branch Libraries
- Westwood Family Aquatic Center and Tennis Center Improvements
- Griffin Park Soccer Complex
- Reaves Park Baseball/Softball Complex
- Indoor Aquatic Facilities (Young Family Athletic Center)
- Indoor Multi-Sport Facility (Young Family Athletic Center)
- Adult Football/Softball Complex

In order to coincide with the construction schedules of the projects, it is anticipated that there will be three separate NORMAN FORWARD debt issuances. These issuances have been made:

- Norman Municipal Authority Sales Tax Revenue Note, Series 2015B (dated December, 17, 2015) - \$43,600,000
- Norman Municipal Authority Sales Tax Revenue Note, Series 2017 (dated June 27, 2017) - \$30,950,000
- Norman Municipal Authority Sales Tax Revenue Note, Series 2020 (dated December 17, 2020) - \$22,250,000

The bonds (notes) will be repaid from Norman Forward Sales and Use Tax revenue. An additional pledge of the City's Capital Sales Tax was made to provide additional security for bond holders, but it is not envisioned that Capital Sales Tax will actually be used to repay the Norman Forward debt.

The amount of debt that was actually issued was significantly below the originally anticipated amount, resulting in over \$20 million in projected interest savings to the Norman Forward program:

NORMAN FORWARD Debt Issuances Projected vs. Actual

ANTICIPATED Issue Date	ACTUAL Issue Date	TITLE of ISSUANCE	ANTICIPATED Face Amount	ACTUAL Face Amount	ANTICIPATED Prin. & Interest	ACTUAL Prin. & Interest
12/2015	12/2015	NMA 2015B Tax Notes	\$ 43,160,000	\$ 43,160,000	\$ 54,753,718	\$ 53,266,208
5/2017	6/2017	NMA 2017 Tax Notes	\$ 30,950,000	\$ 30,950,000	\$ 37,619,453	\$ 36,333,458
12/2017	12/2020	NMA 2020 Tax Notes	\$ 34,200,000	\$ 22,250,000	\$ 46,157,750	\$ 25,927,517
		TOTAL	\$108,310,000	\$ 98,360,000	\$138,530,921	\$115,527,183

The other NORMAN FORWARD projects and related operational costs are anticipated to be paid for on a pay-as-you-go basis, with the projects timed to meet cash flow availability schedules over the tenure of the NORMAN FORWARD sales tax collections.

III. The Projects

The projects, their respective published budgets, and current estimates are:

Project	Original Norman Forward Budget	Revised Budget	Current Estimate
Canadian River Park	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Central Branch Library	\$ 39,000,000	\$ 39,000,000	\$ 35,010,261 *
East Branch Library	\$ 5,100,000	\$ 5,100,000	\$ 4,794,304 *
Griffin Land Acquisition	\$ 10,000,000	\$ 2,400,000	\$ 2,400,000 *
Young Family Athletic Center	\$ 22,500,000	\$ 50,468,966	\$ 50,468,966
Indoor Aquatic Center	\$ 14,000,000	\$ 15,341,218	\$ 15,341,218
Indoor Multi Sport Facility	\$ 8,500,000	\$ 12,082,670	\$ 12,082,670
James Garner Avenue Extension	\$ 6,000,000	\$ 11,472,905	\$ 11,472,905
Parks Projects	\$ 25,500,000	\$ 25,251,278	\$ 24,711,370
Westwood Tennis Center	\$ 1,000,000	\$ 1,801,278	\$ 1,801,277 *
Saxon Park	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Ruby Grant Park	\$ 6,000,000	\$ 6,150,000	\$ 6,146,426 *
Andrews Park	\$ 2,000,000	\$ 2,000,000	\$ 1,463,667 *
Existing Neighborhood Park Renovate	\$ 6,500,000	\$ 6,500,000	\$ 6,500,000
New Neighborhood Park Developme	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
New Trail Development	\$ 6,000,000	\$ 4,800,000	\$ 4,800,000
Senior Citizens Center	\$ -	\$ 14,180,521	\$ 14,180,521
Sports Complex Projects	\$ 23,500,000	\$ 25,689,029	\$ 25,689,029
Reaves Park	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000
Softball & Football Complex	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000
Griffin Park Soccer Complex	\$ 11,000,000	\$ 13,189,029	\$ 13,189,029
Traffic Improvements	\$ 2,700,000	\$ 2,700,000	\$ 2,700,000
Westwood Family Aquatic Center	\$ 12,000,000	\$ 12,000,000	\$ 11,763,800 *
Total	\$ 148,300,000	\$ 176,082,178	\$ 171,010,635

* Final Cost

Components of each project budget may include: consulting, architectural, and engineering services; other pre-construction costs such as environmental investigation, remediation, and geotechnical and construction testing, where required; infrastructure; land acquisition; and construction and project contingency. Supplemental revenue from some projects are discussed in project discussions, which follow.

Potential impacts to project budgets include, but are not limited to:

- Fluctuation in sales tax revenue
- Changes in project scopes of work
- Inflation or other uncontrollable increases in cost of construction materials
- Unforeseen circumstances
- Supplemental revenue

Canadian River Park

Description

There is potential for a park area south of Lindsey Street and west of I-35 along the Canadian River. Possibilities for development include wildlife and plant life refuges, trail facilities, and other enhancements.

Scope

If land can be reasonably acquired, a park area would be developed south of Lindsey Street, west of I-35. Other sites along the Canadian River Floodway in South and West Norman with access to existing park land are being considered.

Published Budget \$2,000,000

Preliminary Estimated Budget

Land Acquisition / Site Prep / Infrastructure	\$205,000
A&E / Design / Testing	\$175,000
Construction & FFE	\$1,480,000
Project Contingency	\$140,000
Total Project Budget	\$2,000,000

Timing

Architecture, engineering, and site preparation are contingent upon resolution of land transfer legalities. The ability of the City to acquire land originally contemplated for this project involves resolution of legal complexities related to current ownership and transfer rights. This project is contemplated to move forward in the last half of the program.

Central Branch Library

Description

The November 2014 *Library Master Plan Update* recommended construction of library branches as part of the Pioneer Library System (PLS). PLS is a multi-county library system serving Cleveland, McClain, and Pottawatomie counties in central Oklahoma. Each library in PLS's service area is a partnership between the library system and the city where it is located; the city provides and maintains the facility and PLS provides library staff, collections, and programming.

The new Norman Central Branch Library includes public meeting rooms, learning space, a local history collection, free wireless internet, access to technology, and programming for all ages.

Scope

The new Norman Central Branch Library relocated the existing library to a more spacious and modern facility. This branch is the main branch of both Norman and the Pioneer Library System and is approximately 82,000 square feet. The location is north of Andrews Park on City-owned land, primarily the site of the former Rhodes granary.

<i>Published Budget</i>	\$39,000,000
<i>Final Expenditures</i>	\$35,010,261

Timing

The Central Branch Library opened in November, 2019 and is providing services.

In November of 2023, officials were made aware of mold detected within the Central Library. The facility has remained closed to allow for mold remediation and the City of Norman has filed a lawsuit for Breach of Contract against multiple parties. The litigation is ongoing as of 11/2025.



East Branch Library

Description

As the population in Norman has expanded east and west, so has the demand for library services on the east and west sides of the city. The Norman West branch opened in late 2013 and the East Branch Library expands library services to residents on the east side of the city.

The new East Branch Library opened in 2018 and includes public meeting space, free wireless internet, access to technology, and programming for all ages.

Scope

The Norman East Branch Library is approximately 12,500 square feet and located adjacent to Fire Station 9 at the intersection of Alameda and Ridge Lake Boulevard.

Published Budget \$5,100,000

Final Expenditures \$4,794,304

Timing

The East Branch Library opened in July, 2018 and is providing services.



Griffin Land Acquisition

Description

2014 Oklahoma legislation authorizes the Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS) to sell or dispose of the Griffin property, including the current Sutton Wilderness Park, Griffin Park and Frances Cate Park. The property was proposed to be acquired by the City using NORMAN FORWARD funds, to permanently house the Griffin Park Soccer Complex and Sutton Wilderness.

Project Activities

In negotiations with the ODMHSAS, it was determined to be mutually beneficial for the City to enter into long-term leases with the ODMHSAS for the Griffin Soccer Complex land, and to maintain an existing lease for the Sutton Wilderness land. The lease agreement (Contract K-1718-136, approved on November 27, 2018) gave the City control of the property for up to a 30-year period, at which time the City had a purchase option for the land. Rental payments of \$80,000 per year, paid with Norman Forward funds, applied to the ultimate purchase of the land. The Frances Cate Park land was not included in the negotiated lease for the Griffin Soccer Complex site.

The allocation of Norman Forward funds to the Griffin Land Acquisition project was reduced by the City Council from \$10,000,000 to \$2,400,000 (30 payments of \$80,000) by Resolution R-1819-110 (approved May 14, 2019) and the remaining \$7,600,000 budget was re-allocated to a Norman Forward Senior Citizen's project. On July 22, 2025, Norman City Council approved a purchase with the State of Oklahoma for the Griffin Soccer Complex in the area north of E Robinson and west of 12th Avenue NE. The final purchase price was \$3,306,811 with a large portion funded through the remaining Griffin Land Acquisition allocation as well as savings from other City projects not related to or funded by the Norman Forward sales tax.

Published Budget \$10,000,000

The identified properties to be acquired are:

- Griffin Park & Sutton Wilderness 322.2 acres
 - Francis Cate Park up to 14.5 acres
-
- Total Anticipated Land Acquisition 336.7 acres

Budget

Land Acquisition \$10,000,000

Updated Cost Estimate \$ 2,400,000

Timing

On 7/22/2025, Norman City Council approved the purchase of the Griffin Soccer Complex property.



Indoor Multi-Sport and Aquatic Center (Young Family Athletic Center)

Description

The combined Indoor Multi-Sport and Aquatic Center was named the “Young Family Athletic Center” after Norman native, NBA All-Star and University of Oklahoma alumnus Trae Young. The aquatic portion of the building features two pools: an 8-lane 25-meter competition pool with spectator seating and a 4-lane 25-meter pool used as a warm up pool during swim competitions. The Multi-Sport portion houses 8 basketball courts with 12 volleyball courts. Other Young Family Athletic Center amenities include concessions, a small retail space, administrative offices, tournament and team breakout rooms, lighted outdoor pickleball courts and fitness facilities, public restrooms, and other standard support areas.



Scope

The Young Family Athletic Center is adjacent to a major retail and hotel lodging district, attracting regional tournaments and meets which will draw participants and their families from throughout the state of Oklahoma and the central U.S.

Supplemental funds were allocated from: Norman Forward project savings; Norman Municipal Authority Revenue Bonds secured by Norman Room Tax revenue; University North Park Tax Increment Finance moneys; and a donation from the Trae Young Family Foundation, believed to be the largest private donation in Norman’s history. Norman Regional Health System also made a contribution for clinical operations within the facility.

YFAC Funding Sources

Norman Forward	\$29,928,492
James Garner Transfer	\$1,500,000
Room Tax Bond	\$3,801,683
Norman Forward Trails Project	\$1,200,000
NF Road Improvements	\$338,000
UNP TIF Fund	\$2,734,791
Trae Young Family Foundation	\$4,000,000
Norman Regional Health System	\$6,966,000
<i>Total Budget</i>	<i>\$50,468,966</i>

Estimated Budget

Land Acquisition / Site Prep / Infrastructure	\$163,000
A&E / Design / Testing	\$2,425,475
Construction & FFE	\$47,456,674
Project Contingency	\$423,817
<i>Total Project Budget</i>	<i>\$50,468,966</i>

Timing

The Young Family Athletic Center held its ribbon cutting ceremony in February of 2024 and is now open and is providing services. The City of Norman is operating the facility internally.

James Garner Avenue Extension

Description

The James Garner Avenue Extension is a north/south roadway to more efficiently carry motorists between downtown Norman and north Norman/south Oklahoma City metropolitan area. The extension will effectively create an updated entrance to the city from the north.

Scope

The extension project will extend James Garner Avenue from Acres Street, over the Robinson Street underpass, connecting to Flood Avenue. The project includes public art enhancements in commemoration of Norman native, multiple EMMY Award winning, Hall of Fame actor James Garner. The James Garner Avenue Extension intersects Flood Avenue with a modern roundabout north of Robinson Street that features a public art piece "Revolutions". A future safety enhancement, the construction of a second roundabout at the intersection of Acres Street and James Garner Avenue, is being considered.

<i>Published Budget</i>	\$6,000,000
<i>Railroad Quiet Zone Funds</i>	\$500,000
<i>Norman Utilities Authority</i>	\$43,617
<i>Additional Norman Forward Fund Balance</i>	\$151,281
<i>FHWA Funds</i>	\$4,825,733

<i>Budget</i>	
"Phase I" Actual Cost	\$1,947,283
"Phase II" Land Acquisition / Site Prep / Infrastructure	\$102,934
"Phase II" A&E / Design / Testing	\$1,402,140
"Phase II" Construction & FFE	\$7,820,546
"Phase II" Public Art	\$200,000
<hr/>	
Total Project Budget	\$11,472,905

Timing

The James Garner Extension project was broken into "phases". This was done to accommodate the first phase being completed in conjunction with the opening of the Central Branch Library. The first phase, from just south of Acres Street in the City Municipal Complex to the Central Library parking lot, has been completed. The second Phase, extending north of Robinson Street and connected to Flood Avenue, is also complete. City Staff secured \$4.8 million of Federal funds for this project.



Parks Projects

Description

Parks all across Norman will be enhanced by NORMAN FORWARD. Additionally, new parks and trails will be developed. Plans from the Parks Master Plan will be reviewed to make sure they are still relevant to neighborhood needs.

Scope

The identified parks projects are:

- Westwood Tennis Center: conversion of two existing outdoor courts to indoor and construction of two new outdoor courts with lighting. This project has been completed (Budget: \$1,801,277; Final Cost: \$1,801,277).
- Saxon Park: develop Phase II of the Saxon Park Master Plan to include additional parking, fencing, furnishings, play area, restrooms, and event shelter (Budget: \$2,000,000).
- Ruby Grant Park: develop Phase I of the Ruby Grant Park Master Plan with utility infrastructure improvements, signage, parking, trails, practice fields, pavilion, and pedestrian lighting. This project has been completed. (Budget: \$6,000,000; Final Cost: \$6,146,426) (\$150,000 appropriated from Community Park Land Fund balance).
- Andrews Park: skate park expansion, amphitheater seating shade, landscaping, and splash pad enhancement. This project has been completed. (Budget: \$2,000,000; Final Cost: \$1,463,667).
- Existing Neighborhood Park Renovations: as per revisited 2009 Parks Master Plan recommendations. Renovations have been completed at seven parks, and more are planned to be undertaken throughout the Norman Forward life (Budget: \$6,500,000).
- New Neighborhood Park Development – the first new neighborhood park, “Songbird Park” is complete as well as the new “Bentley Park” in the Summit Valley/Bellatona neighborhood. Three more will be undertaken throughout the Norman Forward life at Southlake, Links, and Redlands. (Budget: \$2,000,000).
- New Trail Development: complete initial loop routing of Legacy Trail (Budget: \$4,800,000). A major trail project, along Flood Avenue between Robinson and Tecumseh Street, was completed in 2025 (Cost: \$1,611,683), Including \$386,484 in Federal matching funds.

Published Budget \$25,500,000

Preliminary Estimated Budget

Land Acquisition / Site Prep / Infrastructure	\$1,440,000
A&E / Design / Testing	\$1,240,000
Construction & FFE	\$21,831,278
Project Contingency	\$1,740,000
Total Project Budget	\$25,251,278

Timing

Further park and trail improvement projects will be undertaken on a yearly basis throughout the life of NORMAN FORWARD.

Adult Wellness and Education (Senior Citizens) Center

Description

The City Council began working on the Senior Citizens Center location issue early in 2016 and adopted Resolution R-1516-77, narrowing the Senior Citizens Center location options to the Existing Library site, a site in Andrews Park, and a site adjacent to the new Central Branch Library site.

After further consideration and considering the endorsement of the NORMAN FORWARD Senior Center Ad Hoc Committee, the Reaves Park Ad Hoc Committee, the Norman Senior Association, and representatives of the Medieval Fair, the Council adopted Resolution R-1819-110, which formally selected Reaves Park as the site for the Senior Center. Resolution R-1819-110 also re-programmed \$7,600,000 in funds from the Griffin Park Land Acquisition project to the Senior Citizens Center project.

In August 2021, Council approved a memorandum of understanding (Contract K-2122-35) with the Norman Regional Health System to move the location of the Senior Center to Norman Regional's Porter Campus. The scope of the project was also expanded from a recreational center to a wellness center. The newly renamed "Adult Wellness and Education Center" is a part of Norman Regional's planned Porter Health Village.

The now completed facility includes an indoor walking track and multiple fitness areas with locker rooms; multipurpose and art specific classrooms as well as lounge areas; a full kitchen for events and programming; outdoor pickleball courts; and a lap pool.

Published Norman Forward Budget	\$0; Amended to \$7,600,000
CARES Act Funding	\$4,800,000
Capital Fund	\$243,000
General Fund	\$1,197,277

<i>Preliminary Estimated Budget</i>	
Land Acquisition/Site Prep/Infrastructure	\$427,551
A&E / Design / Testing	\$832,000
Construction & FFE	\$12,439,974
Project Contingency	\$480,996
Total Project Budget	\$14,180,521

Timing

The Adult Wellness and Education Center opened in November of 2023 and is currently providing services. The Facility is being operated independently by Healthy Living & Fitness Inc., a non-profit organization.



Sports Complex Projects

Description

Renovations and new construction are planned for sports complexes in multiple locations. These facilities will allow expanded space for youth soccer, youth and adult softball, adult flag football and youth football.

Scope

Due to financial reasons, the adult softball and youth football facility will no longer be a standalone complex. The expanded adult softball programs will be at Reaves Park and youth football will be at Ruby Grant Park. The identified sports complex projects are:

- Reaves Park: additional youth baseball/softball fields with lighting, restrooms, concessions, and additional parking (Budget: \$10,000,000; + \$1,250,000 for adult softball).
- Ruby Grant Park: multi-field football complex with lighting, restrooms, concessions, and parking (Budget \$1,250,000).
- Griffin Park: new outdoor soccer fields with lighting and parking. (\$13,198,029).

Published Budget \$23,500,000

Preliminary Estimated Budget

Land Acquisition / Site Prep / Infrastructure	\$1,800,000
A&E / Design / Testing	\$1,880,000
Construction & FFE	\$20,599,029
Project Contingency	\$1,410,000
<hr/>	
Total Project Budget	\$25,689,029

Timing

Reconstruction of the 22 soccer fields at the Griffin Park Soccer Complex is complete. The new Parks Maintenance Facility has been completed and is relocated from Reaves Park to the City Maintenance Complex ("North Base"). Relocation of the Parks Maintenance Facility made land available for the expansion of baseball and softball fields at Reaves Park, which has been completed. Relocated youth football (Ruby Grant) and adult softball (Reaves) facilities, originally planned at a new stand-alone site, are complete.



Traffic Improvements

Description

NORMAN FORWARD includes infrastructure improvements for the city that will improve traffic flow and safety at various locations related to NORMAN FORWARD projects.

Scope

Planned projects include traffic analysis, street and storm water improvements, and traffic signals at various locations. Related NORMAN FORWARD projects are access to the Young Family Athletic Center (Trae Young Way), Griffin Park, and Reaves Park.

Published Budget \$2,700,000

Preliminary Estimated Budget

Land Acquisition / Site Prep / Infrastructure	\$270,000
A&E / Design / Testing	\$216,000
Construction & FFE	\$2,025,000
Project Contingency	\$189,000
Total Project Budget	\$2,700,000

Timing

Architecture, engineering, land acquisition, and site preparation are scheduled to begin throughout the program based on specified sites. This project is scheduled to be completed as needed for individual project sites during construction phases. Access improvements for the Griffin Soccer Complex on Robinson Street and 12th Avenue (\$449,578) are complete. Access improvements to the YFAC (\$304,499), including Trae Young Drive, are complete. Access roads to serve Saxon Park are under design.

Westwood Family Aquatic Center

Description

The Westwood Family Aquatic Center project has constructed an updated, modern outdoor aquatic center. Features include a lazy river, slides, water sprays, a 50-meter lap pool, shaded shallow areas, a new bathhouse, concession areas, and additional parking. The new outdoor Aquatic Center opened in the summer of 2018 and has been enjoyed by thousands of visitors.

Scope

Based on the current budget, the pool will have approximately 18,000 square feet of water surface area and include a variety of features that have been determined through public input are also part of this project.

Published Budget	\$12,000,000
Final Cost	\$11,763,800

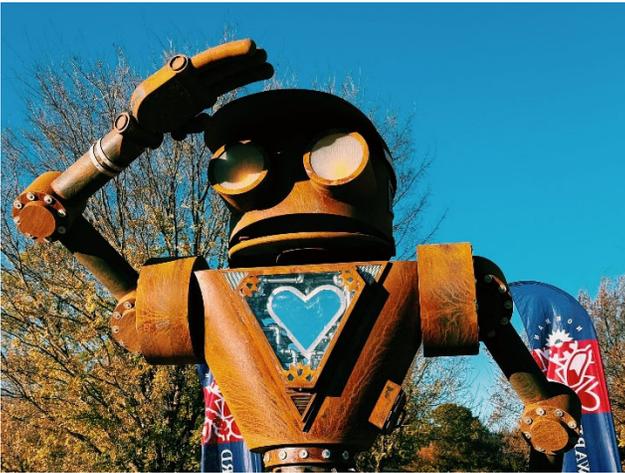


Other Projected Program Expenses

▪ Public Art	\$1,200,000
▪ Park Maintenance Staff	\$3,009,925
▪ Senior Center Staff	\$0
▪ Facility Maintenance Staff	\$1,562,753
▪ Capital Equipment	\$425,000
▪ Aquatic Center Operating Subsidy	\$0
▪ Project Oversight	\$3,312,000
▪ Westwood Pool/Tennis Replacement	\$455,000
▪ Facility Maintenance Contract	\$210,000
▪ Interest and Debt Service Cost	\$20,962,256
<hr/> Total Other Program Expenses Budget	<hr/> \$31,136,934

Projects identified for Public Art include:

- Central Branch Library (“Unbound”)
- East Branch Library (“Prairie Wind”)
- Westwood Family Aquatic Center and Westwood Tennis Center (“Splash”)
- Young Family Athletic Center (“Elevate the Game”)
- Reaves Park (“Mechan 14”)
- Saxon Park
- James Garner Avenue Extension (“Revolutions”)
- Adult Wellness and Education Center (“Onwards”)
- Griffin Park (“Scissortail”)



IV. Project Timeline

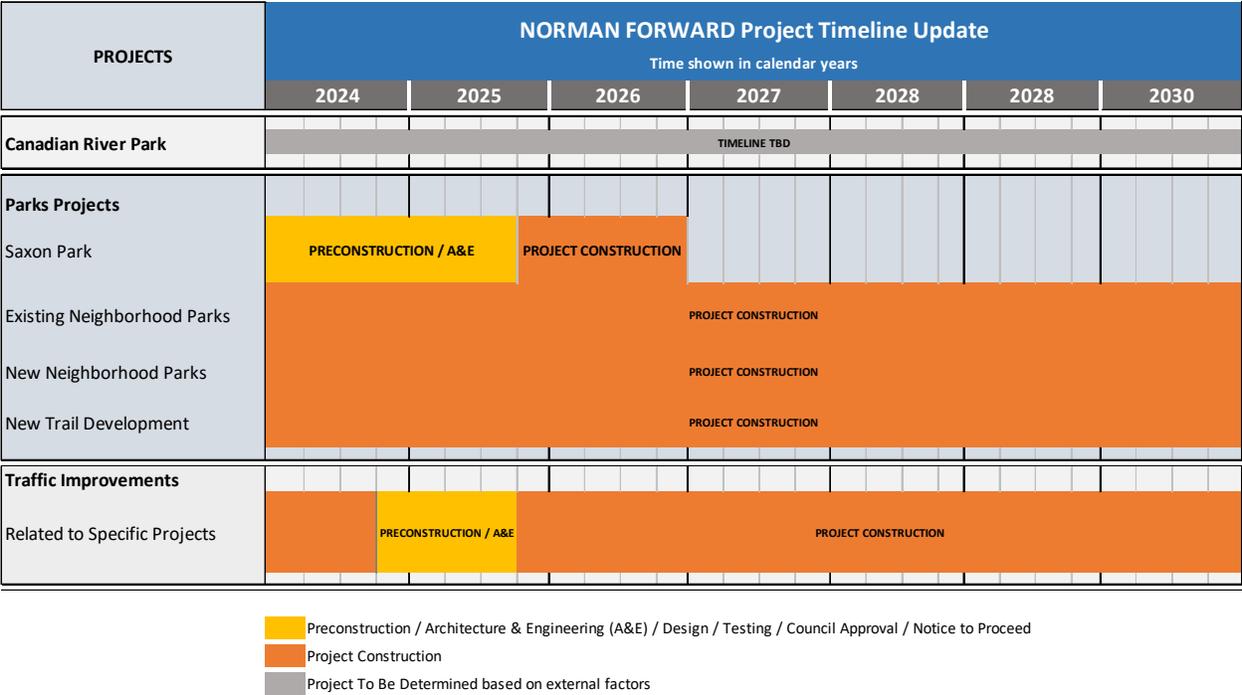
As part of the Implementation Plan, steps were taken to determine the order in which the projects, or phases of projects, would take place in the program. To complete this task, the Program Manager attended Citizens Financial Oversight Board meetings, ad hoc advisory group meetings, and worked with City Staff. City Staff provided budget information critical to project sequencing. The goal is to create a logical project progress schedule within the constraints of the funding structure. Individual project's schedules are updated in their discussions above.

Potential impacts to the overall NORMAN FORWARD project timeline include, but are not limited to:

- Fluctuation in sales tax revenue
- Changes in project scopes of work
- Inflation or other increases in cost of project construction
- Other unforeseen circumstances

The chart below is updated to reflect changing time schedules for the various projects as the overall Norman Forward program moves forward.

Project Timeline



V. Conclusion

This Implementation Plan includes an introduction and history of the NORMAN FORWARD program, project descriptions, scopes of work, budgets, project phasing, and the Project Timeline. The original Implementation Plan was adopted by the City Council on June 28, 2016 (Resolution R-1516-130) and minor updates have been approved periodically by the Citizen's Financial Oversight Board (CFOB). At various points in time as significant projects are completed or changes are made, amended Implementation Plan documents will be re-submitted for Council consideration. On the recommendation of the CFOB, the Implementation Plan was formally amended on October 8, 2019 by Resolution R-1920-44 and again on April 12, 2022 by Resolution R-2122-110. The last update to the Implementation plan was in June of 2024.

Upon the recommendation of the Citizens Financial Oversight Board and final approval by City Council, City Staff will implement and administer the 15-year plan. The Program Manager assisted City staff with programming, cost estimating, design review, and construction observation on projects outlined by their contract with the City.

This document is based on currently available information as well as certain assumptions made based on anticipated requirements. It may be further amended by City Council as new information arises or other changes occur over the 15-year life of the quality-of-life program.

Additional Information

NORMAN FORWARD, City of Norman

<https://www.normanok.gov/your-government/projects-initiatives/norman-forward>

“Norman Voters Approve Sales Tax Increase”

<http://journalrecord.com/2015/10/14/voters-approve-sales-tax-increase/>

2009 Parks and Recreation Master Plan, City of Norman

<https://www.normanok.gov/sites/default/files/documents/2020-05/ParksMasterPlan1.pdf>

Young Family Athletic Center

<https://www.normanok.gov/residents-visitors/parks-recreation/young-family-athletic-center>

Senior Wellness Center

<https://www.normanok.gov/residents-visitors/parks-recreation/senior-wellness-center>

NORMAN FORWARD SALES TAX FUND

Use Tax Growth Factor (FYE 2021 - FYE 2-31)
Sales Tax Growth Factor (FYE 2020-FYE 2031)

5.000%
2.000%

	D	E	F	G	H	I	I	K	L	M	N	O	P	Q	R	S	TOTAL				
	FYE 16 ACTUAL	FYE 17 ACTUAL	FYE 18 ACTUAL	FYE 19 ACTUAL	FYE 20 ACTUAL	FYE 21 ACTUAL	FYE 22 ACTUAL	FYE 23 ACTUAL	FYE 24 ACTUAL	FYE 25 PROJECTED	FYE 26 PROJECTED	FYE 27 PROJECTED	FYE 28 PROJECTED	FYE 29 PROJECTED	FYE 30 PROJECTED	FYE 31 PROJECTED					
1 Beginning Fund Balance	\$0	\$42,568,850	\$68,812,898	\$54,059,451	\$44,634,680	\$38,479,004	\$65,775,649	\$62,575,441	\$18,323,563	\$8,125,188	\$10,248,636	\$10,476,829	\$12,924,637	\$13,756,647	\$16,411,311	\$16,856,969					
2																					
3 Revenues:																					
4 Sales Tax	\$3,036,583	\$9,101,963	\$9,101,396	\$9,249,871	\$9,280,292	\$9,951,030	\$11,945,244	\$12,028,846	\$11,999,913	\$11,848,045	\$12,085,006	\$12,326,706	\$12,573,240	\$12,824,705	\$13,081,199	\$9,046,096	\$169,480,135				
5 Use Tax	157,660	\$535,679	\$710,671	\$946,909	\$1,046,880	\$1,496,071	\$1,749,400	\$1,913,735	\$2,118,725	\$2,126,837	\$2,233,179	\$2,344,838	\$2,462,080	\$2,585,184	\$2,714,443	\$2,850,165	\$27,992,455				
6 Interest/Investment Income	3,790	114,127	595,431	883,333	570,925	177,820	151,866	768,455	494,362	294,198	25,000	25,000	25,000	25,000	25,000	25,000	\$197,472,590				
I/F Trans - Parkland, Room Tax	0	0	0	0	150,000	0	3,801,683	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
I/F Trans - Water Fd; UNP TIF Fund	0	0	0	0	54,419	4,776,381	380,559	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
I/F Trans - General Fd	0	0	0	0	0	4,800,000	0	\$ 1,197,277	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
7 Donations/Other	0	0	8,500	0	52,979	\$ -	\$ 2,188,372	\$ 2,473,314	\$ 2,391,503	\$ 600,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000				
8																					
9 Subtotal	\$3,198,033	\$9,751,769	\$10,415,998	\$11,080,113	\$11,155,495	\$21,201,302	\$20,217,124	\$18,381,627	\$17,004,503	\$14,869,080	\$14,743,185	\$15,096,544	\$15,460,320	\$15,834,889	\$16,220,642	\$12,321,261	\$226,951,884				
10 Bond Proceeds	43,160,000	30,950,000			0	22,250,000	0										\$96,360,000				
11 Total Revenue	\$46,358,033	\$40,701,769	\$10,415,998	\$11,080,113	\$11,155,495	\$43,451,302	\$20,217,124	\$18,381,627	\$17,004,503	\$14,869,080	\$14,743,185	\$15,096,544	\$15,460,320	\$15,834,889	\$16,220,642	\$12,321,261	\$323,311,884				
12 Expenditures:																					
13 Norman Public Library - Centra	2,575,149	3,125,305	11,766,247	6,041,913	19,004	5,838,504	5,562,600	61,036	31,269	3,276	4,963						\$35,029,266				
14 Norman Public Library - Centra			0	5,838,504	0																
15 Norman Public Library - East	157,969	647,440	3,555,919	343,261													\$4,790,972				
16 Norman Public Library - East				81,895	4,488																
17 Westwood Pool Complex	268,889	7,308,839	3,980,989	77,159					3,333								\$11,763,799.69				
18 Westwood Pool Complex				119,782	\$8,141																
19 Park Development - Ruby Grant				360,669	3,347,014												\$ 6,243,471				
Park Development - Ruby Grant																					
20 Park Development - Saxon																					
21 Park Renovation - Existing Park:																					
22 Park Renovation-New Neighborhood Park:																					
23 Park Renovation - Andrews		7,314	481,971	225,658	491,041	352,363	193,210	331,803	546,795	384,324	650,000	650,000	1,000,000	1,156,000			\$571,471				
Park Renovation - Andrews		0	99,099	16,470	337,044	95,620	34,000	62,079	568,396	20,282	300,000	500,000	350,000	360,000			\$6,463,165				
Park Renovation - Andrews				1,900	323,382	1,011,482	22,289	5,515	2,728	21,395							\$2,651,205				
Park Renovation - Andrews																	\$1,499,790				
24 Park Renovation - Tennis Centre		248,742	42,608	319,012													\$1,801,277				
25 Park Renovation - Tennis Centre				1,190,915																	
26 Park Development - Trails					14,000	20,000	395,459										\$4,895,459				
27 Sports Complex - Reaves		88,720	180,419	111,659	377,300	2,451,666	4,602,616	451,118	65,196	3,835		1,000,000	2,400,000	1,066,000			8,516,242				
28 Sports Complex - Reaves				183,714				3,772,403													
29 Sports Complex - Football/Softbal				0				42,853													
30 Sports Complex - Griffir	171,280	105,855	636,406	0	12,075												\$12,075				
31 Sports Complex - Griffir		46,136		358,699	1,243,675	707,270	1,373,859	551,884	2,541,573	306,690							12,091,319				
Sports Complex - Griffir				123,503	0			3,559,658	364,831												
32 Indoor Multi Sports Facility		0	0					1,142,078													
Indoor Multi Sports Facility								10,857,113	8,636,482	524,565							\$21,126,480				
Indoor Multi Sports Facility								753,095													
33 Griffin Land Acquisition								9,155,422													
34 James Garner Avenue	8,930	38,800	804,331		80,000	100,000	1,604,097	80,000			1,900,000						\$11,797,709				
35 James Garner Avenue		34,534		62,792	22,918	73,674	323,858	2,008,489	103,251	430,650							\$2,400,000				
Indoor Aquatic Center				609,587				1,500,000									\$4,487,280				
36 Indoor Aquatic Center		0	0					1,038,190	1,038,190	3,447,032											
Indoor Aquatic Center					205,466	297,849	291,648	4,027,748									\$4,822,711				
Indoor Aquatic Center								2,776,863													
37 Canadian River Park															1,995,000		\$1,995,000				
38 Senior Center				0	127,648	227,723	961,570	9,851,279	2,363,882	749,450							\$14,281,552				
39 Traffic Improvements	0		0	0	0	0	0	193,054	1,838,153				500,000	500,000			\$3,031,207				
40 Debt Issuance Costs	457,432	423,815	0	0	0	314,825											\$1,196,072				
41 Subtotal	\$3,639,649	\$12,075,501	\$21,547,990	\$16,067,091	\$12,367,513	\$10,657,280	\$14,751,069	\$53,145,358	\$17,111,287	\$2,605,927	\$3,800,000	\$1,150,000	\$2,850,000	\$3,916,000	\$3,061,000	\$0	\$161,467,524				
42 2015 Note (Proceeds Spend Down)	Par Amount	Issue Date	Maturity Date	\$3,459,439	\$11,598,235	\$21,066,019	\$7,316,395														
43 2017 Note (Proceeds Spend Down)	\$43,160,000	12/1/2015	1/1/2029																		
44 2019 Note (Proceeds Spend Down)	\$30,950,000	5/1/2017	7/1/2030	\$423,815	\$0	\$8,147,900	\$7,928,844	\$4,773,616	\$6,936,268	\$2,772,778											
	\$22,250,000	12/1/2017	7/1/2031			\$0	\$0	\$314,825	\$0	\$22,023,967	364,831										
45 I/F Transf - GF				15,000	139,328	187,695	349,828	363,569	377,998	393,147	520,500	545,775	572,314	600,180	629,439	660,161	\$5,354,934				
46 I/F Transf - Public Art Fund		95,000	151,533	66,237							200,000	150,000	122,500				\$785,270				
47 Operating Expense - Indoor Aquatic Ctr											175,000	175,000	175,000	175,000	175,000	175,000	\$1,050,000				
48 Project Oversight Services	146,836	444,592	408,421	548,483	645,556	419,213	689,524	246,243	76,629								\$3,625,497				
49 I/F Trans - Westwood Fund				35,004	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	\$455,004				
50 Capital Equipment															125,000		\$125,000				
51 Debt Service - 2015 Note (Bank Loan)	Interest Rate	Par Amount	Maturity	2,698	1,842,628	2,270,117	2,240,167	2,609,396	3,160,757	3,103,076	4,005,473	5,252,540	5,987,485	5,954,131	6,388,741	5,907,251	2,892,465	0	0	\$51,616,924	
52 Debt Service - 2017A Note (Bank Loan)	2.40%	\$30,950,000	7/1/2030			791,384	1,532,903	1,514,378	1,694,712	2,167,300	2,626,262	2,578,268	2,529,968	2,854,800	3,192,400	3,721,600	4,236,400	6,973,600	0	0	\$36,413,975
53 Debt Service - 2020 Note (Bank Loan)	2.40%	\$22,250,000	7/1/2031			0	0	0	0	2,321,535	2,211,600	1,771,156	1,194,105	1,011,820	1,244,645	1,325,180	4,775,945	9,107,245	9,107,245	\$25,938,791	
	Total	96,360,000																			
54 Total Expenditures	\$3,789,183	\$14,457,721	\$25,169,445	\$20,504,885	\$17,311,171	\$16,154,657	\$23,417,332	\$62,633,505	\$27,202,878	\$12,745,632	\$14,514,991	\$12,648,736	\$14,628,310	\$13,180,225	\$15,774,984	\$9,977,406	\$304,111,060				
55 Net Difference	\$42,568,850	\$26,244,048	(\$14,753,447)	(\$9,424,772)	(\$6,155,676)	\$27,296,645	(\$3,200,208)	(\$44,251,878)	(\$10,198,375)	\$2,123,448	\$228,193	\$2,44									

File Attachments for Item:

8. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AUTHORIZATION TO PURCHASE ONE (1) NEW CNG CUTAWAY TRANSIT BUS TO REPLACE UNIT 5-2471 IN THE PARATRANSIT FLEET FROM TESCO IN THE AMOUNT OF \$192,455 UTILIZING THE STATE OF OHIO CONTRACT NUMBER DOT24824-3; AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/27/2026

REQUESTER: Taylor Johnson, AICP, Transit and Parking Program Manager

PRESENTER: Scott Sturtz, P. E., Public Works Director

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AUTHORIZATION TO PURCHASE ONE (1) NEW CNG CUTAWAY TRANSIT BUS TO REPLACE UNIT 5-2471 IN THE PARATRANSIT FLEET FROM TESCO IN THE AMOUNT OF \$192,455 UTILIZING THE STATE OF OHIO CONTRACT NUMBER DOT24824-3; AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The Federal Transit Administration (FTA) Grants for Buses and Bus Facilities Program (49 U.S.C. 5339) makes federal funding resources available to states and direct recipients to replace, rehabilitate, and purchase buses and related equipment and to construct bus-related facilities including technological changes or innovations to modify low or no emission vehicles or facilities. Funding is provided through formula allocations (5339(a)) and competitive grants (5339(b)). A sub-program, the Low- or No-Emission Vehicle Program (5339(c)), provides competitive grants for bus and bus facility projects that support low and zero-emission vehicles.

On June 27, 2019, the City of Norman was recognized by the FTA as an eligible recipient of federal transit funds and is an eligible applicant of the Low- or No-Emission Vehicle Program. FTA circular *FTA C 5010.1F Award Management Requirements* dated November 1, 2024 issues guidance for the management of all FTA assistance programs including the Low- or No-Emission Vehicle Program (5339(c)).

On April 11, 2023, Council approved Resolution R-2223-117 authorizing staff to apply for Low- or No-Emission Vehicle Program (5339(c)) funding to purchase six CNG cutaway buses for the paratransit fleet as replacements for vehicles that had reached their useful life according to the FTA. On June 26, 2023, the FTA awarded the City's grant application for the purchase at a price of \$180,340 per unit, or a total of \$1,082,040 for all six units purchased, which was then authorized by Council on June 11, 2024 with the adoption of Resolution R-2324-149.

Staff worked with Transportation Equipment Supply Company (TESCO) to determine the specifications of the buses and develop the purchase through the Ohio Department of Transportation Cooperative Purchasing Program using Ohio State Contract DOT24824-3. After the purchase was authorized a single change order was approved through a City Manager memo dated August 22, 2024, increasing the cost per bus by \$1,110 for a final invoiced price per bus

of \$181,450 and a grand total of \$1,088,700 for the six units purchased. The final grant share per bus was \$135,255 federal and \$46,195 local match, for a total grant share of \$811,530 federal and \$277,170 local.

DISCUSSION:

Unit 5-2471, one of the vehicles acquired through the R-2324-149 purchase authorization, was delivered to the City of Norman on March 28, 2025. Additional aftermarket upfitting of the vehicle, such as installing routing technology hardware and radios, was completed before the vehicle entered service on June 2, 2025.

Just eight weeks after entering service, on July 28, 2025, unit 5-2471 was parked facing westbound on Tecumseh Drive, staging between service trips, when it was struck in a head-on collision with another vehicle actively attempting to elude authorities. The driver of the other vehicle fled the scene on foot, but according to the arrest report was later charged with nine offenses including: eluding a peace officer- collision resulting in great bodily injury; failure to carry security verification- no insurance; leaving the scene of an accident involving injury; unsafe lane use; and operating a moving vehicle in unsafe condition. Officers confirmed the other vehicle was not insured.

Once the vehicle was released from police hold, City Fleet staff began assessing damage and seeking quotes for repair. Multiple vendors, including the manufacturer, declined to provide a quote for repair instead flatly assessing the vehicle as 'totaled'. The frame of the vehicle sustained extensive damage requiring the entire chassis or cab structure to be replaced. The estimates that were obtained ranged from approximately \$50,000 to \$100,000 and included caveats that costs would likely increase as more damage was expected to be discovered in the course of any repair.

The unit was originally purchased from TESCO for \$181,450, of which \$135,255 was federally funded and represents the Federal Transit Administration's (FTA's) federal interest. Due to the casualty nature of the loss, as an FTA grant recipient the City of Norman is required to either return \$135,255 to the FTA to reimburse the federal interest in the unit or transfer that federal interest to the acquisition of a new replacement vehicle under the FTA's Like-Kind Exchange Policy as outlined in *FTA C 5010.1F Award Management Requirements* dated November 1, 2024.

A quote of \$192,455 for a single unit has been received from TESCO for a like-kind replacement using the same specifications from the previous purchase. The City would be responsible for the full purchase price of unit 5-2471 (\$181,450) without additional grant assistance to satisfy the FTA's existing federal interest. Funding is available in the Public Transportation Fund (Fund 27) balance to cover the full \$192,455 quoted price for this vehicle replacement.

RECOMMENDATION:

1. Staff recommends that City Council authorize the purchase of one (1) new CNG cutaway transit bus to replace unit 5-2471 in the paratransit fleet from TESCO in the amount of \$192,455 utilizing Ohio State Contract DOT24824-3.

2. Staff recommends a budget appropriation of \$192,455 from the Public Transportation Fund (Fund 27) balance to Service Equipment-Bus account 27550276-45007.



ODOT #248-24 LTV-FS Pricing

Rev 8/12/2024



Customer Name Norman OK
 Contact Name Jeff Parker
 Email jeff.parker@normanok.gov
 Phone 951-906-1632
 Address

Date 1/22/2026
 Order Qty 5
 Seat Color
 Floor Color Black

0 & 6 With Destination Sign Pricing

Category	Description	Qty	Unit Price	Extended
LTV-22	LTV-12-2		\$ 106,010.00	\$ -
LTV-22	LTV-0-6	1	\$ 111,131.00	\$ 111,131.00
LTV-25	LTV-16-2		\$ 115,147.00	\$ -
LTV-25	LTV-12-3		\$ 117,921.00	\$ -
LTV-25	LTV-13-2		\$ 119,687.00	\$ -
Seats				
	Single Passenger Seat with Grab Rails		\$ 782.00	\$ -
	Single Three Step Fold Away		\$ 1,370.00	\$ -
	Double Three Step Fold Away		\$ 2,342.00	\$ -
	Double Passenger Seat with Grab Rails		\$ 895.00	\$ -
	Single Jump Seat		\$ 1,292.00	\$ -
	Double Jump Seat		\$ 1,974.00	\$ -
	Seat Belt Extenders		\$ 48.00	\$ -
	Seat to Accom. Removable Child Seat		\$ 100.00	\$ -
W/C Lift				
	Ricon (800 lb max capacity)		n/a	n/a
	Braun (800 lb max. capacity)	1	Std	Std
	1000 lb max. capacity	1	\$ 2,084.00	\$ 2,084.00
W/C Securement				
	Sure-Loc		\$ 1,802.00	\$ -
	Sure-Loc Webbing Loop		\$ 41.00	\$ -
	Q-Straint		\$ 1,802.00	\$ -
	Q-Straint Webbing Loop		\$ 27.00	\$ -
	Fifth Retractor		\$ 211.00	\$ -
Additional Options				
1J.	Dual Air Compressor	1	\$ 4,604.00	\$ 4,604.00
2J.	Public Information System		\$ 437.00	\$ -
3J.	Passenger Call Bell System		\$ 1,743.00	\$ -
4J.	Radio Ground Plane		\$ 362.00	\$ -
5J.	Energy Absorbing Front Bumper		\$ 1,552.00	\$ -
6J.	Energy Absorbing Rear Bumper		\$ 1,688.00	\$ -
7J.	Heavy Duty Suspension		\$ 1,987.00	\$ -
8J.	Driveline Retarder (LTVs Only)		\$ 10,613.00	\$ -
9J.	Ceiling Hand Rails	1	\$ 507.00	\$ 507.00
10J.	Standard Overhead Luggage Rack		\$ 1,046.00	\$ -



ODOT #248-24 LTV-FS Pricing

Rev 8/12/2024



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 Contact Name Jeff Parker
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 Phone 951-906-1632
 Address
 0 & 6 With Destination Sign Pricing

Date 1/22/2026
 Order Qty 5
 Seat Color
 Floor Color Black

Category	Description	Qty	Unit Price	Extended
11J.	Reading Lights for Overhead Luggage Rack		\$ 525.00	\$ -
12J.	Non-retractable Seat Belts		\$ (16.00)	\$ -
13J.	Storage Area (Medical Walker)		\$ 893.00	\$ -
14J.	Air spring suspension		n/a	n/a
15J.	Constant ride height control		n/a	n/a
16J.	Oxygen Tank Securement		\$ 487.00	\$ -
17J.	AED Device		\$ 2,864.00	\$ -
18J.	Yellow Powder Coated Rails and Stanchions	1	\$ 940.00	\$ 940.00
19J.	Single Integrated Child Seat		\$ 1,218.00	\$ -
20J.	Double Integrated Child Seat		\$ 2,608.00	\$ -
	Single Integrated Child Seat with Adult			
21J.	Companion Seat		\$ 2,289.00	\$ -
22J.	Electric Door	1	\$ 499.00	\$ 499.00
23J.	Exterior Electric Door Switch	1	\$ 257.00	\$ 257.00
24J.	Slip Resisitent Floor Covering	1	\$ 1,460.00	\$ 1,460.00
25J.	Extended Air Valves for Inner Duals		\$ 158.00	\$ -
26J.	Midship Marker with Turn Lights LED	1	\$ 313.00	\$ 313.00
27J.	Solid Color Paint Scheme		\$ 7,613.00	\$ -
28J.	Flat Floor	1	\$ 1,008.00	\$ 1,008.00
29J.	Mirror Mount on Front Hood		\$ 339.00	\$ -
30J.	Rear Emergency Exit Door		\$ 1,371.00	\$ -
31J.	Idle Engine Shutoff		\$ 840.00	\$ -
32J.	Backup Alert System	1	\$ 1,290.00	\$ 1,290.00
33J.	Backup Camera and Monitor Installed	1	\$ 786.00	\$ 786.00
34J.	Kneeling System		n/a	n/a
35J.	Skirt Mounted A/C		\$ 504.00	\$ -
36J.	Plexiglass Tinted Driver Screen		\$ 407.00	\$ -
37J.	CNG fueled vehicle	1	\$ 42,731.00	\$ 42,731.00
38J.	LPG fueled vehicle		\$ 38,141.00	\$ -
39J.	Hydrogen fuel cell system		n/a	n/a
40J.	External bicycle rack		n/a	n/a
41J.	Internal bicycle rack		n/a	n/a
42J.	Sanitation System		n/a	n/a
43J.	Audio stop announcement system		n/a	n/a
44J.	Slide & Click Securement System		\$ 1,950.00	\$ -



ODOT #248-24 LTV-FS Pricing

Rev 8/12/2024



Customer Name Norman OK
 Contact Name Jeff Parker
 Email jeff.parker@normanok.gov
 Phone 951-906-1632
 Address
 0 & 6 With Destination Sign Pricing

Date 1/22/2026
 Order Qty 5
 Seat Color
 Floor Color Black

Category	Description	Qty	Unit Price	Extended
45J.	WC 18 Wheelchair tiedown		\$ 1,832.00	\$ -
46J.	L-Track per foot		\$ 37.00	\$ -
47J.	Rear AC In-wall evaporator		\$ 922.00	\$ -
	Catalytic Converter		\$ 3,255.00	\$ -
	Chevrolet Chassis		\$ (499.00)	\$ -
	37" Wide W/C Lift		\$ 2,397.00	\$ -
	Power Driver Seat Base with Vinyl Skirt		\$ 861.00	\$ -

Total ODOT Price \$ 167,610.00

Additional Options Requested \$ 24,845.00

Total Vehicle Price \$ 192,455.00

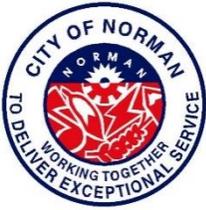
Agency Signature

Date

For assistance, contact your TESCO representative or call 800-227-3572 or visit tescobus.com/fleet/odot

File Attachments for Item:

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF DEDICATION/DONATION FROM LANDMARK LAND COMPANY, L.L.C., OF 0.1094 ACRES OF REAL PROPERTY LEGALLY DESCRIBED AS MONTE VISTA ESTATES PHASE 1 BLOCK B LOCATED IN SECTION 16, RANGE 2 W, TOWNSHIP 9 N. (WARD 6)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 1/27/2026

REQUESTER: Anthony Purinton, Assistant City Attorney

PRESENTER: Anthony Purinton, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF DEDICATION/DONATION FROM LANDMARK LAND COMPANY, L.L.C., OF 0.1094 ACRES OF REAL PROPERTY LEGALLY DESCRIBED AS MONTE VISTA ESTATES PHASE 1 BLOCK B LOCATED IN SECTION 16, RANGE 2 W, TOWNSHIP 9 N. (WARD 6)

BACKGROUND:

This deed is related to FP-2526-4, Monte Vista Phase I Final Plat that was approved on 10/17/25. Wellhouse 33 is located on the property subject to the Monte Vista Phase I Plat, which has been leased by the City of Norman since 1998.

DISCUSSION:

In addition to the dedication for the area surrounding the wellhouse property contained on the Plat, the developer, Landmark Land Company, LLC, has also executed a warranty deed conveying the wellhouse property (described in the plat as Block B). This agenda item, if approved, would act as formal acceptance for the deed and the deed would then be filed of record to perfect the City's ownership of the parcel. This would allow the City to have full fee title ownership of the wellhouse property.

RECOMMENDATION:

City Staff recommends approval and acceptance of the deed.

**WARRANTY DEED
(Oklahoma Statutory Form)**

KNOW ALL MEN BY THESE PRESENTS:

THAT **Landmark Land Company, LLC** party of the first part, in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other valuable considerations to it in hand paid, the receipt of which is hereby acknowledged does hereby grant, bargain, sell and convey unto **City of Norman, Oklahoma, a municipal corporation** party of the second part, the following described real property and premises situate in Cleveland County, State of Oklahoma, to-wit:

Monte Vista Estates Phase 1
Block B

AKA

A tract of land being a part of the Northeast Quarter (NE/4) of Section Sixteen (16), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, with its centerline being particularly described as follows:

COMMENCING at the Northwest corner of said Northeast Quarter (NE/4);

THENCE South 00°02'31" East, along the West line of said Northeast Quarter (NE/4), a distance of 70.00 feet to the **POINT OF BEGINNING**;

THENCE South 89°56'31" East, parallel with the North line of said Northeast Quarter (NE/4), a distance of 56.80 feet;

THENCE South 00°00'00" East, a distance of 83.94 feet;

THENCE South 90°00'00" West, a distance of 56.74 feet to a point on the West line of said Northeast Quarter (NE/4);

THENCE North 00°02'31" West, along said West line, a distance of 84.00 feet to the **POINT OF BEGINNING**.

Said tract of land containing 4,767 square feet or 0.1094 acres, more or less.

The basis of bearings for the above-described legal description is the North line of said Northeast Quarter (NE/4) having a measured bearing of North 89°56' 31" West and is based on State Plane Coordinates NAD-83 (U.S. Survey Foot), Oklahoma South Zone

“This transaction is Exempt from Documentary Tax Stamps, 68 O.S. § 3202(11)
and Exempt from Affidavit of Land or Mineral Ownership, 60 O.S. 60-121(C)(8)”

Subject to easements, rights of way and restrictive covenants of record. Less and except all oil, gas and other minerals previously reserved or conveyed of record.

Together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said parties of the second part, its successors, heirs and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

WARRANTY DEED
(Oklahoma Statutory Form)
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed and delivered 8th day of January, 2026.

Landmark Land Company, LLC

BY: [Signature]
Dan Reeves
Manager

The State of OKLAHOMA

LLC ACKNOWLEDGMENT

County of OKLAHOMA

Before me, the undersigned, a Notary Public, in and for said County and State, on this 8th day of January, 2026 personally appeared Dan Reeves, Manager of Landmark Land Company, LLC to me known to be the identical person(s) who signed the name of the maker thereof to the within foregoing instrument as its Manager, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

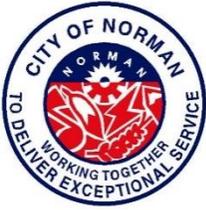


[Signature]
Notary Public in and for the State of Oklahoma
Notary's Printed Name: Kelli Thompson
Notary's Commission Expires: 10/25/28

Mail Tax Statements To:
City of Norman
P.O. Box 370, Norman, OK 73070

File Attachments for Item:

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2526-5: FOR FISCHER ACRES II, (GENERALLY LOCATED ONE-HALF MILE SOUTH OF EAST LINDSEY STREET AND ONE-FOURTH MILE WEST OF 156TH AVENUE S.E. OFF OF HAYFIELD ROAD (PRIVATE) (Ward 5).



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01-27-2026

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Scott Sturtz, Director of Public Works

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2526-5: FOR FISCHER ACRES II, (GENERALLY LOCATED ONE-HALF MILE SOUTH OF EAST LINDSEY STREET AND ONE-FOURTH MILE WEST OF 156TH AVENUE S.E. OFF OF HAYFIELD ROAD (PRIVATE) (Ward 5).

BACKGROUND:

This item is Norman Rural Certificate of Survey No. COS-2526-5 for Fischer Acres II and is generally located one-half mile south of East Lindsey Street and one-quarter mile west of 156th Avenue S.E. off of Hayfield Road (private road).

Norman Rural Certificate of Survey COS-2526-5 for Fischer Acres II was approved by Planning Commission, at its meeting on December 11, 2025, on a vote of 7-0.

DISCUSSION:

This property consists of a total of 61.61 acres. Tract 1 consists of 10.02 acres Tract 2 consists of 10.02 acres and Tract 3 consists of 41.58 acres.

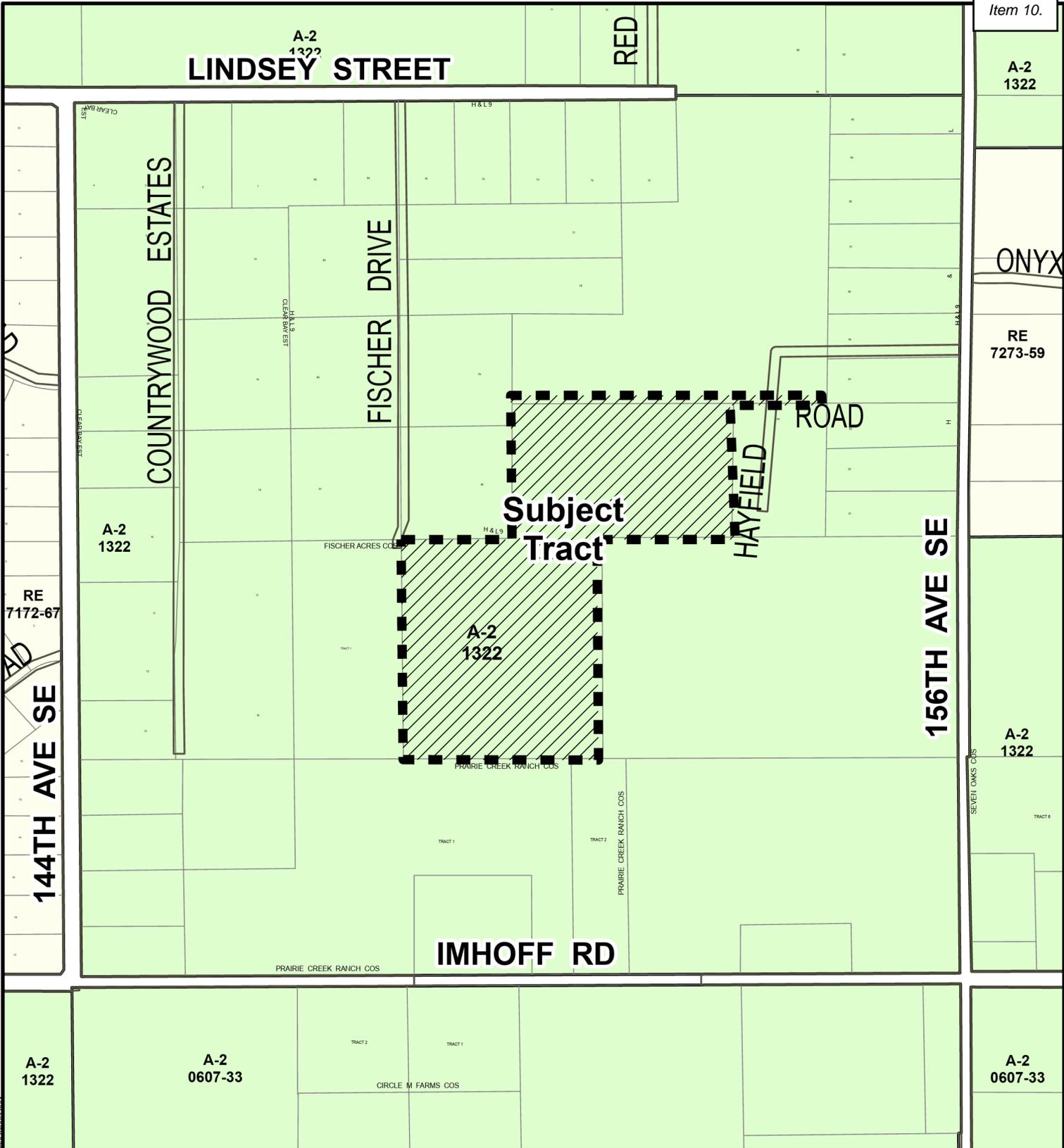
Private Road. Hayfield Road is an existing private road. The owners will extend the private road across the frontage of Tracts 1 and 2.

The Tracts do contain flood plains. However, there are sufficient areas outside the flood plain to build structures. There is an existing structure on Tract 3 outside of the flood plain.

This certificate of survey, if approved, will allow a single-family structure on each tract. Private individual sanitary sewer systems and water wells will be installed in accordance with the Oklahoma Department of Environmental Quality (ODEQ) standards. There is an existing private sanitary sewer system and water well located on Tract 3. Fire protection will be provided by the City of Norman pumper/tanker trucks.

RECOMMENDATION:

Staff recommends approval of Norman Rural Certificate of Survey No. COS-2526-5 for Fischer Acres II, and if approved, direct the filing of Norman Rural Certificate of Survey No. COS-2526-5 for Fischer Acres II with the Cleveland County Clerk subject to completion of the private road.



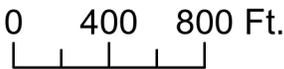
Location Map



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



December 5, 2025



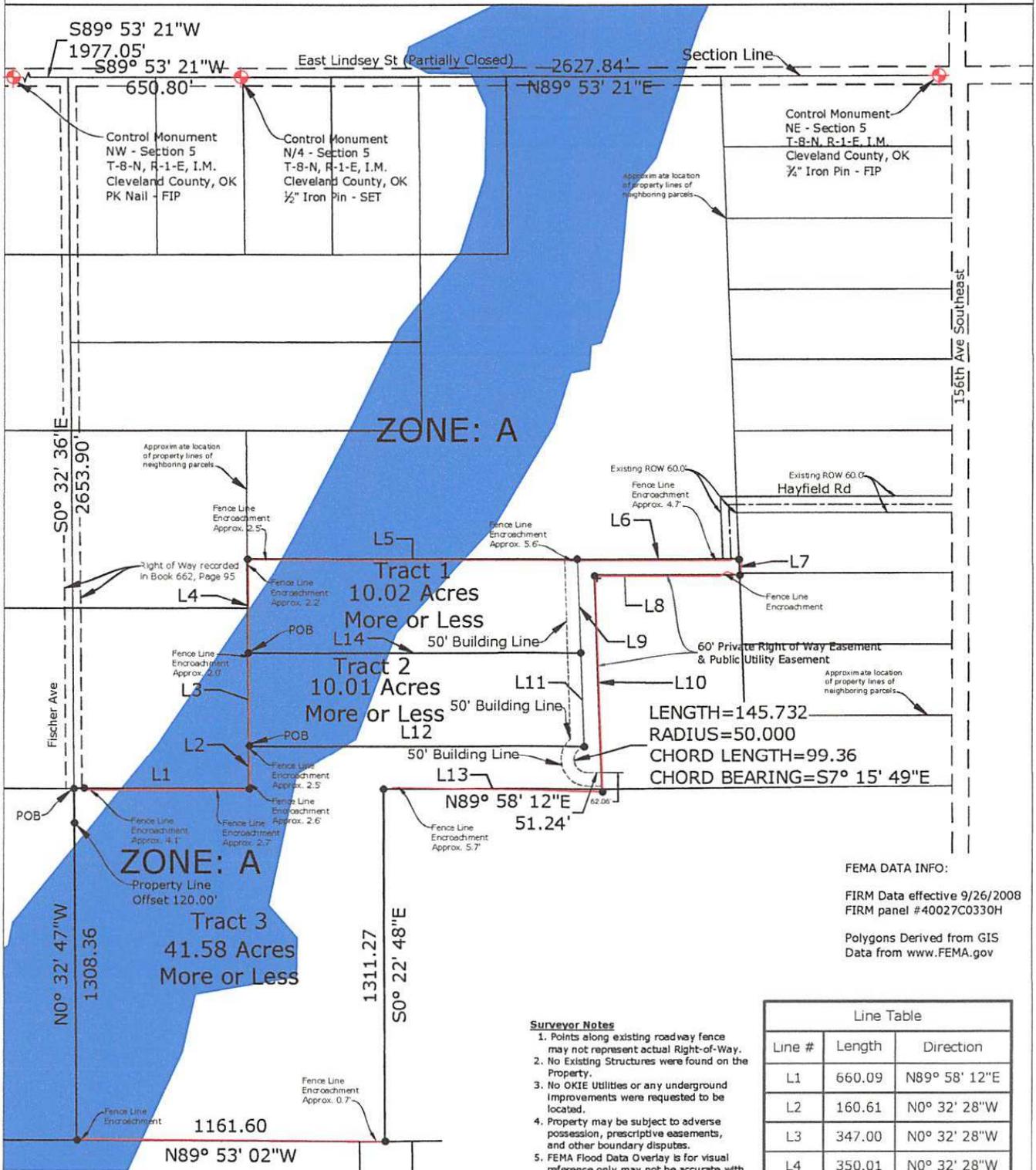
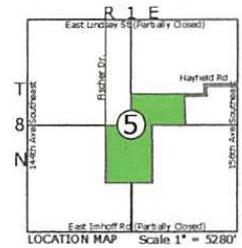
Subject Tract

Fischer Acres II

(Norman Rural Certificate of Survey Subdivision)
 Part of of Section 5, T8N, R1E, I.M., Norman,
 Cleveland County, Oklahoma.

CLIENT: REICH, DOYLE & JANET
 DATE OF SURVEY: 07/01/2025
 BASIS OF BEARINGS: DEED
 County: CLEVELAND
 Last Site Visit: 07/09/2025

RDM LAND SURVEYING CO.
 ROGER D. MAYES, PLS #1029
 CA #2347, EXPIRES JUNE 30, 2027
 P.O. BOX 921
 PURCELL, OKLAHOMA 73080
 (405) 527-5838



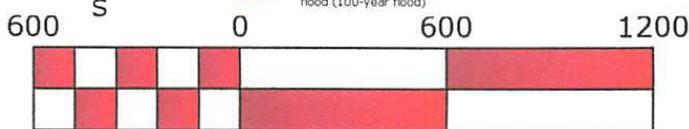
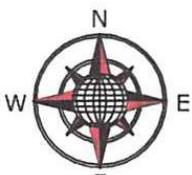
FEMA DATA INFO:
 FIRM Data effective 9/26/2008
 FIRM panel #40027C0330H
 Polygons Derived from GIS
 Data from www.FEMA.gov

- Surveyor Notes**
1. Points along existing roadway fence may not represent actual Right-of-Way.
 2. No Existing Structures were found on the Property.
 3. No OKIE Utilities or any underground improvements were requested to be located.
 4. Property may be subject to adverse possession, prescriptive easements, and other boundary disputes.
 5. FEMA Flood Data Overlay is for visual reference only may not be accurate with actual location of monuments.
 6. This Certificate of Survey Plat is not a Flood Certificate, No Base Flood Elevation data determined.
 7. Parent Tract Legal description was provided by client.

Line Table		
Line #	Length	Direction
L1	660.09	N89° 58' 12"E
L2	160.61	N0° 32' 28"W
L3	347.00	N0° 32' 28"W
L4	350.01	N0° 32' 28"W
L5	1242.16	N89° 58' 12"E
L6	607.04	N89° 58' 12"E
L7	60.16	S2° 11' 10"E
L8	547.00	S89° 58' 12"W
L9	350.25	N2° 11' 10"W
L10	798.06	S2° 11' 10"E
L11	347.24	N2° 11' 10"W
L12	1262.18	N89° 58' 12"E
L13	821.55	S89° 58' 09"W
L14	1252.21	N89° 58' 12"E

LEGEND

- Existing Fence
- 1/2" Iron Pin w/ RDM CAP
- Calculated Point
- Control Monuments
- Stream Planning Corridor
- Special Flood Hazard Area
The 1% annual chance of flood (100-year flood)



Scale: 1" = 600'

Fischer Acres II

(Norman Rural Certificate of Survey Subdivision)
Part of Section 5, T8N, R1E, L.M., Norman,
Cleveland County, Oklahoma.

LEGAL DESCRIPTIONS:

Tract 1:

A tract of land that is a part of the North Half (N/2) of Section Five (5), Township Eight (8) North, Range One (1) East of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows: Commencing at the Northwest Corner of said Northeast Quarter (NE/4) of Section 5; thence along the North Line of the Northwest Quarter (NW/4), S89°53'21"W a distance of 650.80 feet; thence S00°32'36"E a distance of 2653.90 feet; thence N89°58'12"E a distance of 660.09 feet; thence N00°32'28"W a distance of 507.61 feet to the POINT OF BEGINNING; thence N00°32'28"W a distance of 350.01 feet; thence N89°58'12"E a distance of 1242.16 feet; thence S02°11'10"E a distance of 350.25 feet; thence S89°58'12"W a distance of 1252.21 feet to the POINT OF BEGINNING.

The above described tract of land contains 10.02 acres, more or less.

Tract 2:

A tract of land that is a part of the North Half (N/2) of Section Five (5), Township Eight (8) North, Range One (1) East of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows: Commencing at the Northwest Corner of said Northeast Quarter (NE/4) of Section 5; thence along the North Line of the Northwest Quarter (NW/4), S89°53'21"W a distance of 650.80 feet; thence S00°32'36"E a distance of 2653.90 feet; thence N89°58'12"E a distance of 660.09 feet; thence N00°32'28"W a distance of 160.61 feet to the POINT OF BEGINNING; thence N00°32'28"W a distance of 347.00 feet; thence N89°58'12"E a distance of 1252.21 feet; thence S02°11'10"E a distance of 347.24 feet; thence S89°58'12"W a distance of 1262.18 feet to the POINT OF BEGINNING.

The above described tract of land contains 10.01 acres, more or less.

Tract 3:

A tract of land that is a part of Section Five (5), Township Eight (8) North, Range One (1) East of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows: Commencing at the Northwest Corner of said Northeast Quarter (NE/4) of Section 5; thence along the North Line of the Northwest Quarter (NW/4), S89°53'21"W a distance of 650.80 feet; thence S00°32'36"E a distance of 2653.90 feet to the POINT OF BEGINNING; thence N89°58'12"E a distance of 660.09 feet; thence N00°32'28"W a distance of 160.61 feet; thence N89°58'12"E a distance of 1262.18 feet; thence N02°11'10"W a distance of 697.49 feet; thence N89°58'12"E a distance of 607.04 feet; thence S02°11'10"E a distance of 60.16 feet; thence S89°58'12"W a distance of 547.00 feet; thence S02°11'10"E a distance of 798.06 feet; thence S89°58'09"W a distance of 821.55 feet; thence S00°22'48"E a distance of 1311.27 feet; thence N89°53'02"W a distance of 1161.60 feet; thence N00°32'47"W a distance of 1308.36 feet to the POINT OF BEGINNING.

The above described tract of land contains 41.58 acres, more or less.

Private Right-of-Way Easement & Public Utility Easement

The following legal description describes the exterior of the Private Right-of-Way Easement for ingress and egress & Public Utility Easement.

A Private Right-of-Way Easement & Public Utility Easement that is a part of the East Half (E/2) of Section Five (5), Township Eight (8) North, Range One (1) East of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows: Commencing at the Northwest Corner of said Northeast Quarter (NE/4) of Section 5; thence along the North Line of the Northwest Quarter (NW/4), S89°53'21"W a distance of 650.80 feet; thence S00°32'36"E a distance of 2653.90 feet; thence N89°58'12"E a distance of 660.09 feet; thence N00°32'28"W a distance of 160.61 feet; thence N89°58'12"E a distance of 1262.18 feet to the POINT OF BEGINNING; thence N02°11'10"W a distance of 697.49 feet; thence N89°58'12"E a distance of 607.04 feet; thence S02°11'10"E a distance of 60.16 feet; thence S89°58'12"W a distance of 547.00 feet; thence S02°11'10"E a distance of 736.00 feet; thence S89°58'12"W a distance of 51.24 feet; thence along a curve to the right having a Radius of 50.000 feet, an Arc Length of 145.732 feet, a Chord Bearing of N07°15'49"W and a Chord Length of 99.36 feet to the POINT OF BEGINNING.

Fischer Acres II

(Norman Rural Certificate of Survey Subdivision)
Part of Section 5, T8N, R1E, I.M., Norman,
Cleveland County, Oklahoma.

I, Roger D. Mayes, a Registered Land Surveyor in and for the State of Oklahoma, do hereby certify that I have made or have had made under my supervision, this survey in accordance with the original survey of this area and find this Plat of Survey to be a true and accurate representation of the above described property.

This Plat meets or exceeds the current "Oklahoma Minimum Standards for the Practice of Land Surveying" as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors.


ROGER D. MAYES
Registered Land Surveyor No. 1029



Notary

STATE OF OKLAHOMA, COUNTY OF CLEVELAND §:

Before me, a Notary Public, in and for said County and State, on this 5 day of Dec., 2025, personally appeared Roger D. Mayes, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his fee and voluntary act and deed.

My Commission expires: 4-4-29 Notary Public: Carrie Mayes

Norman Planning Commission

Accepted by the City of Norman, Oklahoma, Planning Commission on this 11 day of December, 2025.

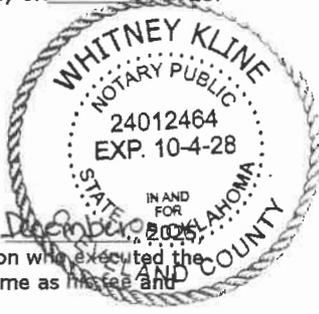
Chairman: 

Notary

STATE OF OKLAHOMA, COUNTY OF CLEVELAND §:

Before me, a Notary Public, in and for said County and State, on this 11 day of December, 2025, personally appeared Erica Bird, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his fee and voluntary act and deed.

My Commission expires: 10-4-28 Notary Public: Whitney Kline



Norman City Council

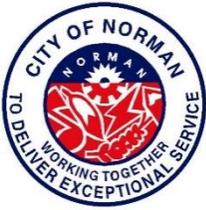
Accepted by the City of Norman, Oklahoma, City Council on this _____ day of _____, 2025.

ATTEST: _____ City Clerk _____ Mayor

Notary

STATE OF OKLAHOMA, COUNTY OF CLEVELAND §:

Before me, a Notary Public, in and for said County and State, on this _____ day of _____, 2025, personally appeared _____, to me known to be the identical person who executed the



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/11/2025

REQUESTER: Doyle and Janet Reich (RDM Surveying)

PRESENTER: Ken Danner, Subdivision Development Manager

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF COS-2526-5: CONSIDERATION OF NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY DOYLE AND JANET REICH (RDM SURVEYING) FOR FISCHER ACRES II FOR 61.61 ACRES OF PROPERTY GENERALLY LOCATED APPROXIMATELY ONE-HALF MILE SOUTH OF EAST LINDSEY STREET AND ONE-FOURTH MILE WEST OF 156TH AVENUE S.E. OFF OF HAYFIELD ROAD. (WARD 5)

ITEM: Consideration of **NORMAN RURAL CERTIFICATE OF SURVEY COS-2526-5 FOR FISCHER ACRES II.**

LOCATION: Generally located approximately one-half mile south of East Lindsey Street and one-fourth mile west of 156th Avenue S.E. off Hayfield Road.

INFORMATION:

1. Owners. Doyle and Janet Reich.
2. Developer. Doyle and Janet Reich.
3. Surveyor/Engineer. RDM Surveying.

HISTORY:

1. October 18, 1961. City Council adopted Ordinance No. 1314 annexing this property into the City of Norman Corporate Limits without zoning.
2. October 30, 1961. Planning Commission recommended to City Council that this property be placed in A-2, Rural Agricultural District.
3. December 12, 1961. City Council adopted Ordinance No.1322 placing this property in A-2, Rural Agricultural District.

IMPROVEMENT PROGRAM/INFORMATION:

1. Fire Protection. Fire protection will be provided by the Norman Fire Department.
2. Sanitary Sewer. Individual septic system will be installed in accordance with City and Oklahoma Department of Environmental Quality standards. There is an existing system on Tract 3.
3. Water. Individual water well will be installed in accordance with City and Oklahoma Department of Environmental Quality standards. There is an existing system on Tract 3.
4. Private Road. Hayfield Road is an existing private road. The owners will extend the private road across the frontage of Tracts 1 and 2.

IMPROVEMENT PROGRAM/INFORMATION

5. Flood Plain. The proposed three tracts contain flood plain, however there is sufficient area to construct structures outside of the flood plain. There is an existing house on Tract 3 outside the flood plain.
6. Acreage. The property consists of 61.61 acres. Tract 1 consists of 10.02 acres; Tract 2 consists of 10.01 acres and Tract 3 consists of 41.58 acres.

SUPPLEMENTAL MATERIAL: Copies of a location map and Norman Rural Certificate of Survey No. COS-2526-5 for Fischer Acres II are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: The owners propose two 10 acre-plus tracts for the purpose of selling and retaining Tract 3. Staff recommends approval of Norman Rural Certificate of Survey No. COS-2526-5 for Fischer Acres II.

ACTION NEEDED: Approve or disapprove Norman Rural Certificate of Survey No. COS-2526-5 for Fischer Acres II and, if approved, recommend City Council approval.

ACTION TAKEN: _____



CITY OF NORMAN, OK
PLANNING COMMISSION MEETING
 Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
 Thursday, December 11, 2025 at 5:30 PM

MINUTES

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers at the Municipal Building, on Thursday, December 11, 2025 at 5:30 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.

ROLL CALL

PRESENT

Cameron Brewer
 Douglas McClure
 Liz McKown
 Erica Bird
 Michael Jablonski
 Steven McDaniel

ABSENT

Kevan Parker
 Jim Griffith
 Maria Kindel

STAFF PRESENT

Jane Hudson, Planning & Community Development Director
 Lora Hoggatt, Planning Services Manager
 David Riesland, Transportation Engineer
 Brandon Brooks, Capital Projects Engineer
 Beth Muckala, Assistant City Attorney III

GUEST PRESENT

Colton Wayman, Wallace Design Collective
 Sean Rieger, Libby Smith & Ben LaCourse, Rieger Sadler Joyce LLC

CONSENT ITEMS

This section is placed on the agenda so that the Planning Commission, by unanimous consent, may designate those items that they wish to approve by one motion. Any of these items may be removed from the Consent Docket and be heard in its regular order.

Minutes

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

PLANNING COMMISSION MEETING MINUTES OF NOVEMBER 13, 2025.

ITEMS SUBMITTED FOR THE RECORD

1. November 13, 2025 Planning Commission Meeting Minutes

Motion made by Commissioner McKown, Seconded by Commissioner McDaniel.

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Commissioner Bird, Commissioner Jablonski, Commissioner McDaniel

November 13, 2025 Planning Commission Meeting Minutes were approved.

Certificates of Survey

2. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF COS-2526-5: CONSIDERATION OF NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY DOYLE AND JANET REICH (RDM SURVEYING) FOR FISCHER ACRES II FOR 61.61 ACRES OF PROPERTY GENERALLY LOCATED APPROXIMATELY ONE-HALF MILE SOUTH OF EAST LINDSEY STREET AND ONE-FOURTH MILE WEST OF 156TH AVENUE S.E. OFF OF HAYFIELD ROAD. (WARD 5)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Location Map
3. Fischer Acres II Norman Rural Certificate of Survey

Motion made by Commissioner McKown, Seconded by Commissioner McDaniel.

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Commissioner Bird, Commissioner Jablonski, Commissioner McDaniel

Planning Commission recommended approval of COS-2526-5.

NON-CONSENT ITEMS

Commissioner Bird explained that Item 7 would be moved to the top of the agenda because the applicant requested a postponement.

807, 813, and 817 26th Avenue NW Rezoning

7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-27: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS SEVEN (7), EIGHT (8), AND NINE (9), IN BLOCK TWENTY (20), OF WESTPORT PROFESSIONAL PARK SECTION SEVEN (7), PART OF THE NE/4 OF SECTION 26, T9N, R3W, OF THE INDIAN MERIDIAN, AND A REPLAT OF LOTS 2 THRU 8, BLOCK 9, WESTPORT PROFESSIONAL PARK, SECTION 2, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE C-1, LOCAL COMMERCIAL DISTRICT, AND PLACE THE

SAME IN THE C-2, GENERAL COMMERCIAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (809, 813, 817 26TH AVENUE N.W.; WARD 2)

The applicant requested postponement to the January 8, 2026 Planning Commission meeting.

Motion made by Commissioner Jablonski, Seconded by Commissioner McKown.

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Commissioner Bird, Commissioner Jablonski, Commissioner McDaniel

Ordinance O-2526-27 was postponed to the January 8, 2026 Planning Commission meeting.

Alpha Phi Sorority Special Use

- 3. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-13: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR A FRATERNITY OR SORORITY HOUSE IN THE R-3, MULTIFAMILY DWELLING DISTRICT, FOR THE NE/4 OF SECTION 6, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1401 COLLEGE AVENUE; WARD 7)

ITEMS SUBMITTED FOR THE RECORD

- 1. Staff Report
- 2. Location Map
- 3. Site Plan
- 4. Vehicle Tracking Exhibit
- 5. Building Renderings
- 6. Pre-Development Summary

Staff Presentation

Lora Hoggatt, Planning Services Manager, presented the staff report.

Applicant Presentation

Colton Wayman, representative of the applicant, provided an overview of the project.

Public Comments

There were no public comments.

Planning Commission Discussion

Motion made by Commissioner McDaniel, Seconded by Commissioner McKown.

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Commissioner Bird, Commissioner Jablonski, Commissioner McDaniel

Planning Commission recommended approval of Ordinance O-2526-13.

3400 Classen Boulevard Rezoning & Preliminary Plat

4. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-18: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE A PART OF THE SOUTH HALF OF SECTION NINE (9), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE THE SAME IN THE C-2, GENERAL COMMERCIAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3400 CLASSEN BOULEVARD; WARD 7)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Location Map
3. Preliminary Plat
4. Site Plan

5. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2526-10: CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY GREATEST HOPES, LLC (GOLDEN LAND SURVEYING) FOR 3400 CLASSEN BOULEVARD FOR 1.48 ACRES OF PROPERTY LOCATED AT 3400 CLASSEN BOULEVARD. (WARD 7)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Location Map
3. Preliminary Plat
4. Site Plan
5. Development Review Form
6. Pre-Development Summary
7. Protest Map & Letter

Staff Presentation

Lora Hoggatt, Planning Services Manager, presented the staff report.

Commissioner Jablonski stated that there are elements of the proposal that are inconsistent with the Urban Living Center designation and asked what consistency would look like. Jane Hudson, Planning & Community Development Director, responded that the Urban Living Center designation is intended to encourage more mixed-use development with both residential and non-residential uses, and noted that the proposal is straight C-2 zoning.

Commissioner Brewer asked what qualifies the installation of a new traffic signal and whether it is a design consideration or a matter of having sufficient traffic impact fees collected. David Riesland, Transportation Engineer, explained that the decision is not based on the amount of impact fees collected, but on whether traffic volumes are high enough to warrant a signal.

Commissioner Bird added that she had spoken with staff and asked them to address the possibility of signalizing the intersection, noting that the issue also arose during the St. James Park Addition application. She stated that it would be helpful to understand the City's plans and the path forward for signalization, particularly because residents have raised and requested it previously and because it was mentioned again in the protest letter for this item.

Applicant Presentation

Libby Smith, representative of the applicant, provided an overview of the project.

Public Comments

There were no public comments.

Planning Commission Discussion

Commissioner Brewer stated that he did not have any issues with the rezoning, noting that it appears appropriate for commercial uses. He also asked whether the plan is to conduct the traffic impact study when the timing is appropriate. Mr. Riesland agreed that the study would be completed in the foreseeable future when the timing is right.

Commissioner Bird asked whether the traffic impact study would account for this development as well as other proposed, but not yet built, developments. Mr. Riesland responded that it would not, because traffic signals must be warranted by existing traffic volumes and would not be approved based on future development alone.

Commissioner Brewer asked what would trigger the need for an additional study in the future after the site is developed. Mr. Riesland responded that while traffic impact studies often analyze future volumes and may indicate a potential need for a signal, those projections are not typically approvable by ODOT. ODOT would require actual traffic volume data, and reaching those volumes would be the reason for conducting another study.

Mr. Riesland explained that the original traffic study, conducted 20–25 years ago, identified this intersection as a future candidate for a traffic signal and established traffic impact fees to fund it. He noted that the City has been collecting those impact fees over the years from developments that impact the intersection.

Ms. Smith added that as St. James is built out, additional entrances will be added along Cedar Lane Road, providing residents with another access and egress point outside of the neighborhood.

Commissioner McClure asked whether Renaissance Drive was even contemplated during the study. Mr. Riesland responded that Renaissance Drive was also identified as a location where a signal might be needed in the future, and that both intersections would be studied to determine which would be more beneficial.

Motion made by Commissioner Brewer, Seconded by Commissioner McClure.

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Commissioner Bird, Commissioner Jablonski, Commissioner McDaniel

Planning Commission recommended approval of Ordinance O-2526-18 & PP-2526-10.

Mission Norman Rezoning

6. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-24: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM A PUD, PLANNED UNIT DEVELOPMENT, AND PLACE SAME IN A PUD, PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (2525 E. LINDSEY STREET, WARD 1)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Location Map
3. PUD Narrative
4. Property Parking Areas
5. Open Space Exhibit
6. Pre-Development Summary

Staff Presentation

Lora Hoggatt, Planning Services Manager, presented the staff report.

Commissioner Jablonski stated that the application does not appear to meet the City's phasing requirements and asked how far it is from meeting those requirements. Ms. Hoggatt explained that, by ordinance, applicants are required to outline a phasing plan in a Planned Unit Development (PUD). She noted that this can be challenging because Mission Norman relies on donations for funding, but staff is still required to identify what requirements are and are not being met.

Applicant Presentation

Ben LaCourse, representative of the applicant, provided an overview of the project.

Commissioner Jablonski stated that the plan looks very nice, with wonderful green space and a high level of quality. He then asked, in relation to phasing, whether Mission Norman had a rough idea of how quickly the project might be built out. Mr. LaCourse responded that there is no exact timeline, but that Mission Norman is a very healthy organization and intends to move forward quickly.

Public Comments

There were no public comments.

Planning Commission Discussion

Motion made by Commissioner McKown, Seconded by Commissioner McClure.

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Commissioner Bird, Commissioner Jablonski, Commissioner McDaniel

Planning Commission recommended approval of Ordinance O-2526-24.

36th North, LLC Rezoning and Utility Easement Closure

8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-25: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE THE LOT 1, BLOCK 1 OF 36TH NORTH BUSINESS PARK AND A REPLAT OF LOT 1, BLOCK 1 OF S.C.M.C. ADDITION AND LOT 6, BLOCK 1, OF BROCE INDUSTRIAL PARK OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM A PUD, PLANNED UNIT DEVELOPMENT, AND PLACE SAME IN A PUD, PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED EAST OF 36TH AVENUE N.W. APPROXIMATELY ONE-HALF MILE NORTH OF ROCK CREEK ROAD; WARD 8)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Location Map
3. PUD Narrative
4. Site Development Plan
5. Development Area Exhibit
6. Pre-Development Summary

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMNENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-26: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING SPECIFIC FIFTEEN-FOOT (15') UTILITY EASEMENTS WITHIN LOT 1, BLOCK 1, 36TH NORTH BUSINESS PARK, A PLANNED UNIT DEVELOPMENT, NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (EAST OF 36TH AVENUE N.W. APPROXIMATELY ONE-HALF MILE NORTH OF ROCK CREEK ROAD; WARD 8)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Request to Close Platted Utility Easements Memo

Staff Presentation

Lora Hoggatt, Planning Services Manager, presented the staff report.

Applicant Presentation

Sean Rieger, representative of the applicant, provided an overview of the project.

Commissioner Jablonski asked how much concrete would be changed or left in place. Mr. Rieger explained that some of the existing concrete areas will instead be developed as apartment buildings.

Commissioner Brewer asked whether all of the existing concrete would remain or if new concrete would be installed. Mr. Rieger responded that they will evaluate the concrete as work proceeds to determine whether the existing concrete can be reused.

Public Comments

There were no public comments.

Planning Commission Discussion

Motion made by Commissioner McClure, Seconded by Commissioner Brewer.

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Commissioner Bird, Commissioner Jablonski, Commissioner McDaniel

Planning Commission recommended approval of Ordinance O-2526-25 & O-2526-26.

MISCELLANEOUS COMMENTS OF PLANNING COMMISSION AND STAFF

There were no miscellaneous comments.

ADJOURNMENT

The meeting was adjourned at 6:17 p.m.

Passed and approved this 8 day of January 2026.

KEVIN BURKE
Planning Commission Officer

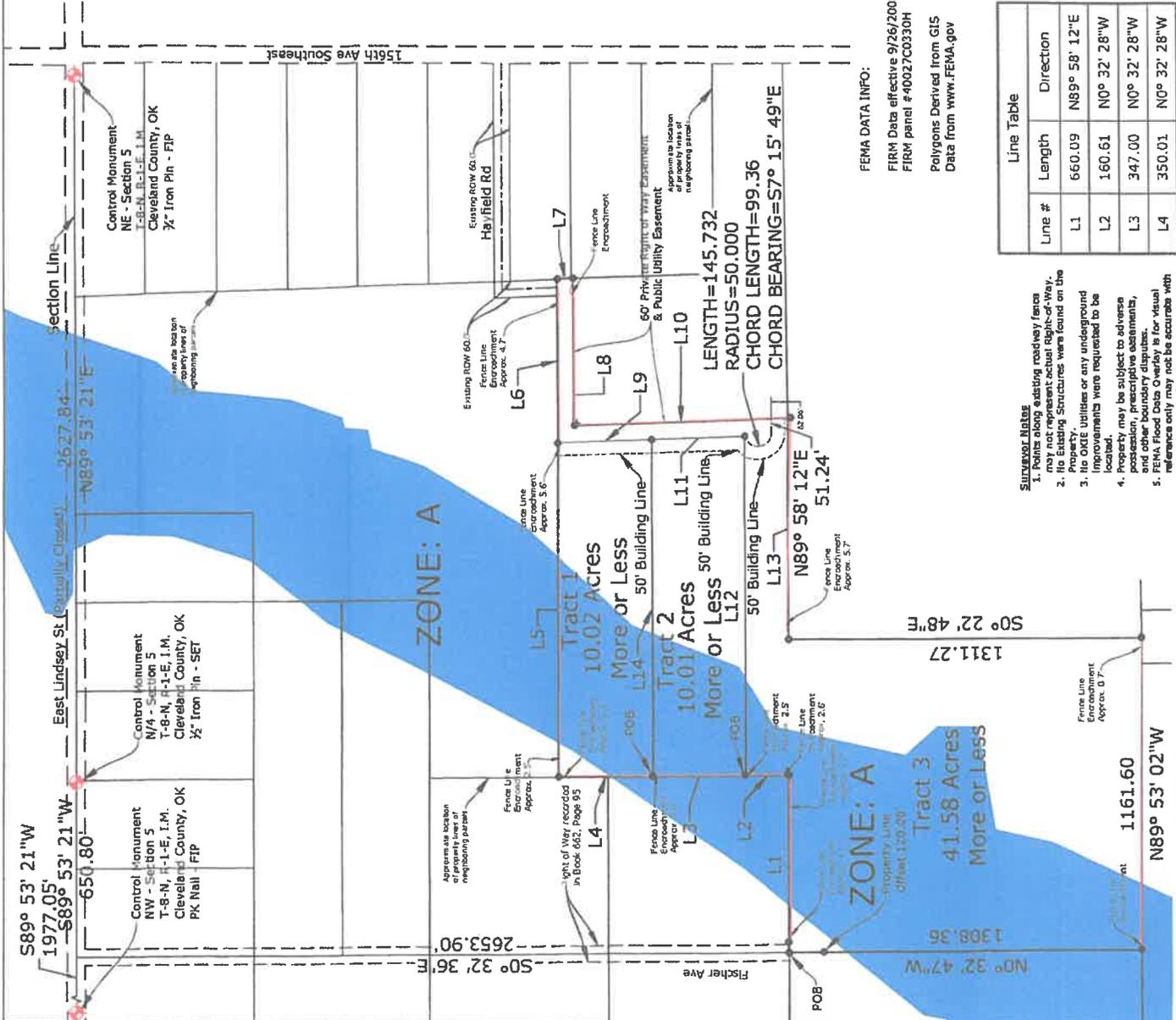
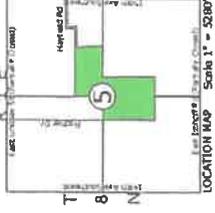
Fischer Acres II

(Norman Rural Certificate of Survey Subdivision)
 Part of Section 5, T8N, R1E, I.M., Norman,
 Cleveland County, Oklahoma.

CLIENT: REICH, DOYLE & JANET
 DATE OF SURVEY: 07/01/2025
 BASIS OF BEARINGS: DEED
 County: CLEVELAND

Last Site Visit: 07/09/2025

RDM LAND SURVEYING CO.
 ROGER D. MAYES, PLS #1029
 CA #2347, EXPIRES JUNE 30, 2027
 P.O. BOX 921
 PURCELL, OKLAHOMA 73080
 (405) 527-5838



FEMA DATA INFO:
 FIRM Data effective 9/26/2008
 FIRM panel #40027C0330H
 Polygons Derived from GIS
 Data from www.FEMA.gov

- Surveyor Notes**
1. Points along existing roadway fences may not represent actual right-of-way boundaries. Existing Structures were found on the Property.
 2. No OKE utilities or any underground improvements were requested to be located.
 3. Property may be subject to adverse possession, prescriptive easements, and other boundary disputes.
 4. FEMA Flood Data Overlay Maps may not be accurate with actual location of monuments.
 5. This Certificate of Survey Plat is not a Flood Certificate. No Base Flood Elevation data determined.
 6. Permit Tract legal description was provided by client.

Line #	Length	Direction
L1	560.09	N89° 58' 12"E
L2	160.61	N0° 32' 28"W
L3	347.00	N0° 32' 28"W
L4	350.01	N0° 32' 28"W
L5	1242.16	N89° 58' 12"E
L6	607.04	N89° 58' 12"E
L7	60.16	S2° 11' 10"E
L8	547.00	S69° 56' 12"W

LEGEND

- Existing Fence
- 1/2" Iron Pin w/ RDM CAP
- Calculated Point
- Control Monuments
- Stream Planning Corridor

Fischer Acres II

(Norman Rural Certificate of Survey Subdivision)
Part of Section 5, T8N, R1E, L1M., Norman,
Cleveland County, Oklahoma.

LEGAL DESCRIPTIONS:

Tract 1:

A tract of land that is a part of the North Half (N/2) of Section Five (5), Township Eight (8) North, Range One (1) East of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows: Commencing at the Northwest Corner of said Northeast Quarter (NE/4) of Section 5; thence along the North Line of the Northwest Quarter (NW/4), S89°53'21"W a distance of 650.80 feet; thence S00°32'36"E a distance of 2653.90 feet; thence N89°58'12"E a distance of 660.09 feet; thence N00°32'28"W a distance of 507.61 feet to the POINT OF BEGINNING; thence N00°32'28"W a distance of 350.01 feet; thence N89°58'12"E a distance of 1242.16 feet; thence S02°11'10"E a distance of 350.25 feet; thence S89°58'12"W a distance of 1252.21 feet to the POINT OF BEGINNING.

The above described tract of land contains 10.02 acres, more or less.

Tract 2:

A tract of land that is a part of the North Half (N/2) of Section Five (5), Township Eight (8) North, Range One (1) East of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows: Commencing at the Northwest Corner of said Northeast Quarter (NE/4) of Section 5; thence along the North Line of the Northwest Quarter (NW/4), S89°53'21"W a distance of 650.80 feet; thence S00°32'36"E a distance of 2653.90 feet; thence N89°58'12"E a distance of 660.09 feet; thence N00°32'28"W a distance of 160.61 feet to the POINT OF BEGINNING; thence N00°32'28"W a distance of 347.00 feet; thence N89°58'12"E a distance of 1252.21 feet; thence S02°11'10"E a distance of 347.24 feet; thence S89°58'12"W a distance of 1262.18 feet to the POINT OF BEGINNING.

The above described tract of land contains 10.01 acres, more or less.

Tract 3:

A tract of land that is a part of Section Five (5), Township Eight (8) North, Range One (1) East of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows: Commencing at the Northwest Corner of said Northeast Quarter (NE/4) of Section 5; thence along the North Line of the Northwest Quarter (NW/4), S89°53'21"W a distance of 650.80 feet; thence S00°32'36"E a distance of 2653.90 feet to the POINT OF BEGINNING; thence N89°58'12"E a distance of 660.09 feet; thence N00°32'28"W a distance of 160.61 feet; thence N89°58'12"E a distance of 1262.18 feet; thence N02°11'10"W a distance of 697.49 feet; thence N89°58'12"E a distance of 607.04 feet; thence S02°11'10"E a distance of 60.16 feet; thence S89°58'12"W a distance of 547.00 feet; thence S02°11'10"E a distance of 798.06 feet; thence S89°58'09"W a distance of 821.55 feet; thence S00°22'48"E a distance of 1311.27 feet; thence N89°53'02"W a distance of 1161.60 feet; thence N00°32'47"W a distance of 1308.36 feet to the POINT OF BEGINNING.

The above described tract of land contains 41.58 acres, more or less.

Private Right-of-Way Easement & Public Utility Easement

The following legal description describes the exterior of the Private Right-of-Way Easement for Ingress and Egress & Public Utility Easement.

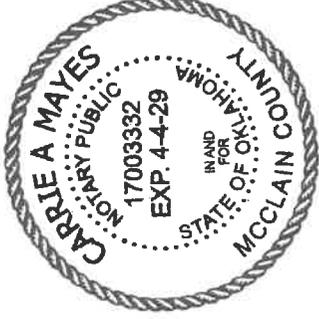
A Private Right-of-Way Easement & Public Utility Easement that is a part of the East Half (E/2) of Section Five (5), Township Eight (8) North, Range One (1) East of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows: Commencing at the Northwest Corner of said Northeast Quarter (NE/4) of Section 5; thence along the North Line of the Northwest Quarter (NW/4), S89°53'21"W a distance of 650.80 feet; thence S00°32'36"E a distance of 2653.90 feet; thence N89°58'12"E a distance of 660.09 feet; thence N00°32'28"W a distance of 160.61 feet; thence N89°58'12"E a distance of 1262.18 feet to the POINT OF BEGINNING; thence N02°11'10"W a distance of 697.49 feet; thence N89°58'12"E a distance of 607.04 feet; thence S02°11'10"E a distance of 60.16 feet; thence S89°58'12"W a distance of 547.00 feet; thence S02°11'10"E a distance of 736.00 feet; thence S89°58'12"W a distance of 51.24 feet; thence along a curve to the right having a Radius of 50.000 feet, an Arc Length of 145.732 feet, a Chord Bearing of N07°15'49"W and a Chord Length of 99.36 feet to the POINT OF BEGINNING.

Fischer Acres II

(Norman Rural Certificate of Survey Subdivision)
Part of Section 5, T8N, R1E, I.M., Norman,
Cleveland County, Oklahoma.

I, Roger D. Mayes, a Registered Land Surveyor in and for the State of Oklahoma, do hereby certify that I have made or have had made under my supervision, this survey in accordance with the original survey of this area and find this Plat of Survey to be a true and accurate representation of the above described property.

This Plat meets or exceeds the current "Oklahoma Minimum Standards for the Practice of Land Surveying" as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors.



Roger D. Mayes
ROGER D. MAYES
Registered Land Surveyor No. 1029

Notary

STATE OF OKLAHOMA, COUNTY OF CLEVELAND §:

Before me, a Notary Public, in and for said County and State, on this 5 day of Dec., 2025, personally appeared Roger D. Mayes, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his fee and voluntary act and deed.

My Commission expires: 4-4-29

Notary Public: Carrie Mayes

Norman Planning Commission

Accepted by the City of Norman, Oklahoma, Planning Commission on this 11 day of December, 2025.

Chairman: Erica Bine



Notary

STATE OF OKLAHOMA, COUNTY OF CLEVELAND §:

Before me, a Notary Public, in and for said County and State, on this 11 day of December, 2025, personally appeared Erica Bine, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his fee and voluntary act and deed.

My Commission expires: 10-4-28

Notary Public: Whitney Kline

Norman City Council

Accepted by the City of Norman, Oklahoma, City Council on this _____ day of _____, 2025.

ATTEST: _____ City Clerk _____ Mayor

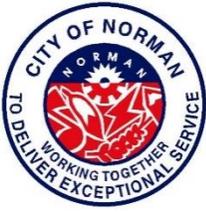
Notary

STATE OF OKLAHOMA, COUNTY OF CLEVELAND §:

Before me, a Notary Public, in and for said County and State, on this _____ day of _____, 2025, personally appeared _____, to me known to be the identical person who executed the

File Attachments for Item:

11. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE PARTIAL RELEASE OF EASEMENT E-1718-38 AND THE RELEASE OF EASEMENT E-2021-82: SANITARY SEWER EASEMENTS, LOCATED WITHIN THE PROPERTY BEING PLATTED AS TURTLE CROSSING PHASE 2 (GENERALLY LOCATED SOUTH OF EAST LINDSEY STREET AND ½ MILE EAST OF 24TH AVENUE S.E.) (WARD 5).



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/27/26

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Scott Sturtz, Director of Public Works

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE PARTIAL RELEASE OF EASEMENT E-1718-38 AND THE RELEASE OF EASEMENT E-2021-82: SANITARY SEWER EASEMENTS, LOCATED WITHIN THE PROPERTY BEING PLATTED AS TURTLE CROSSING PHASE 2 (GENERALLY LOCATED SOUTH OF EAST LINDSEY STREET AND ½ MILE EAST OF 24TH AVENUE S.E.) (WARD 5).

BACKGROUND:

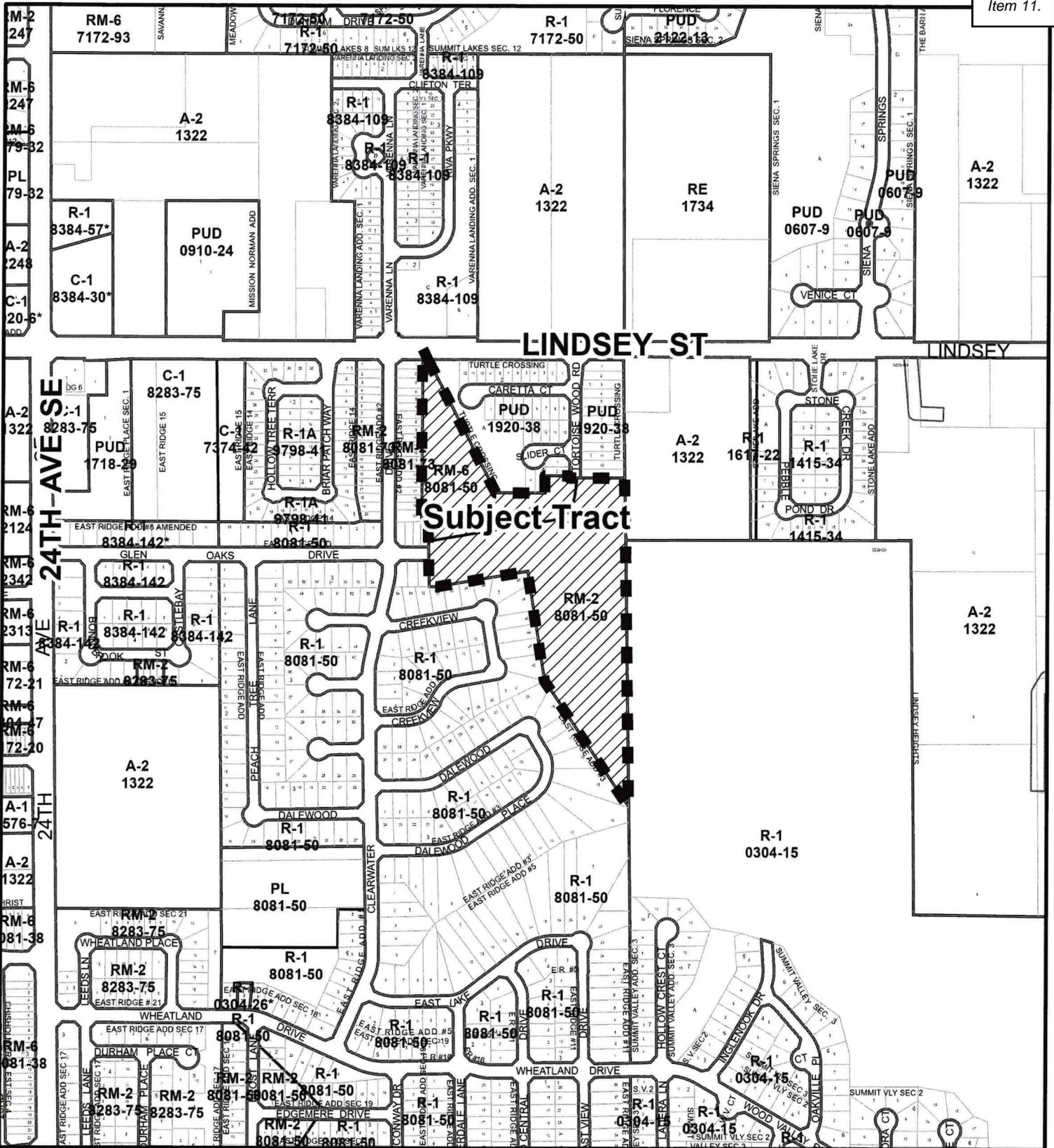
With the platting of Turtle Crossing Phase 2 Addition approved by City Council at its meeting of October 14, 2025, certain existing public sanitary sewer improvements were abandoned or relocated during the installation of public improvements for the new development that are in conflict with the development of the property. The property is generally located south of East Lindsey Street and ½ mile east of 24th Avenue S.E.

DISCUSSION:

The engineer for the owners has submitted documents requesting a partial release of Easement E-1718-38 and the release of Easement E-2021-82. The City Attorney's office, Utilities Department and Public Works Department Staff have examined the documents and found them to be in order and proper as to form.

STAFF RECOMMENDATIONS:

Based upon the above information, staff recommends that Easement E-1718-38 be partially released and E-2021-82 be released as described and the released documents be filed of record with the Cleveland County Clerk.



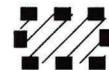
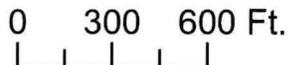
Location Map



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.



September 24, 2025



Subject Tract



November 10, 2025

City of Norman
Department of Planning
225 N. Webster Ave.
Norman, OK 73069

Re: Justification of Easement Release

To Whom It May Concern:

Crafton Tull & Associates, Inc., on behalf of our client Farzaneh Development, LLLP, respectfully requests the release of the existing sanitary sewer easements located on the above-referenced property. These easements were originally established to serve the prior alignment of the sanitary sewer system.

As part of the current development, the sanitary sewer lines have been relocated and constructed in new alignments that have been reviewed and accepted by the City of Norman. All utility improvements associated with the relocation have been completed, tested, and accepted for maintenance by the City. The previous easements no longer contain active sanitary sewer infrastructure and are not necessary for access, maintenance, or future utility purposes.

The release of these easements will allow full utilization of the affected parcels for proposed building construction and site improvements consistent with the approved development plans.

We respectfully request the City's authorization and execution of an easement release to clear the affected property of obsolete sanitary sewer encumbrances. Please let us know if any additional documentation, exhibits, or as-built drawings are required to facilitate this release.

Should you have any questions or need additional information, please contact us at 405-787-6270 or Christian.Hagen@craftontull.com

Respectfully,

Christian Hagen, P.E.

Crafton Tull & Associates

PARTIAL RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 17th day of April, 2018 a document was filed containing easement, under, through and across the following described land to wit:

SEE ATTACHMENT "B"

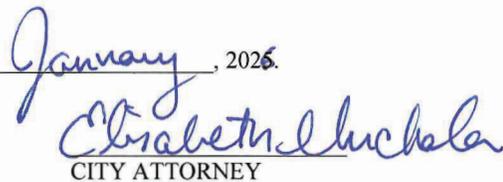
said premises situated in Cleveland County, Oklahoma. Said document being filed of record on April 17, 2018, and recorded in the office of the County Clerk of Cleveland County, Oklahoma, in Book 5790 at Page 82:

and, WHEREAS, the CITY OF NORMAN desires to partially release and relinquish said document as it pertains to the legal description of said property in ATTACHMENT 'A'.

NOW THEREFORE, THE CITY OF NORMAN does hereby quitclaim, release, remise, relinquish and surrender to the record owners, thereof, any right, title, interest of document in and to the above-described partial release of the property.

IN WITNESS, WHEREOF, the CITY OF NORMAN has executed this instrument this _____ day of _____, 2025.

Approved as to form and legality this 5 day of January, 2025.


CITY ATTORNEY

ATTEST:

CITY OF NORMAN

City Clerk

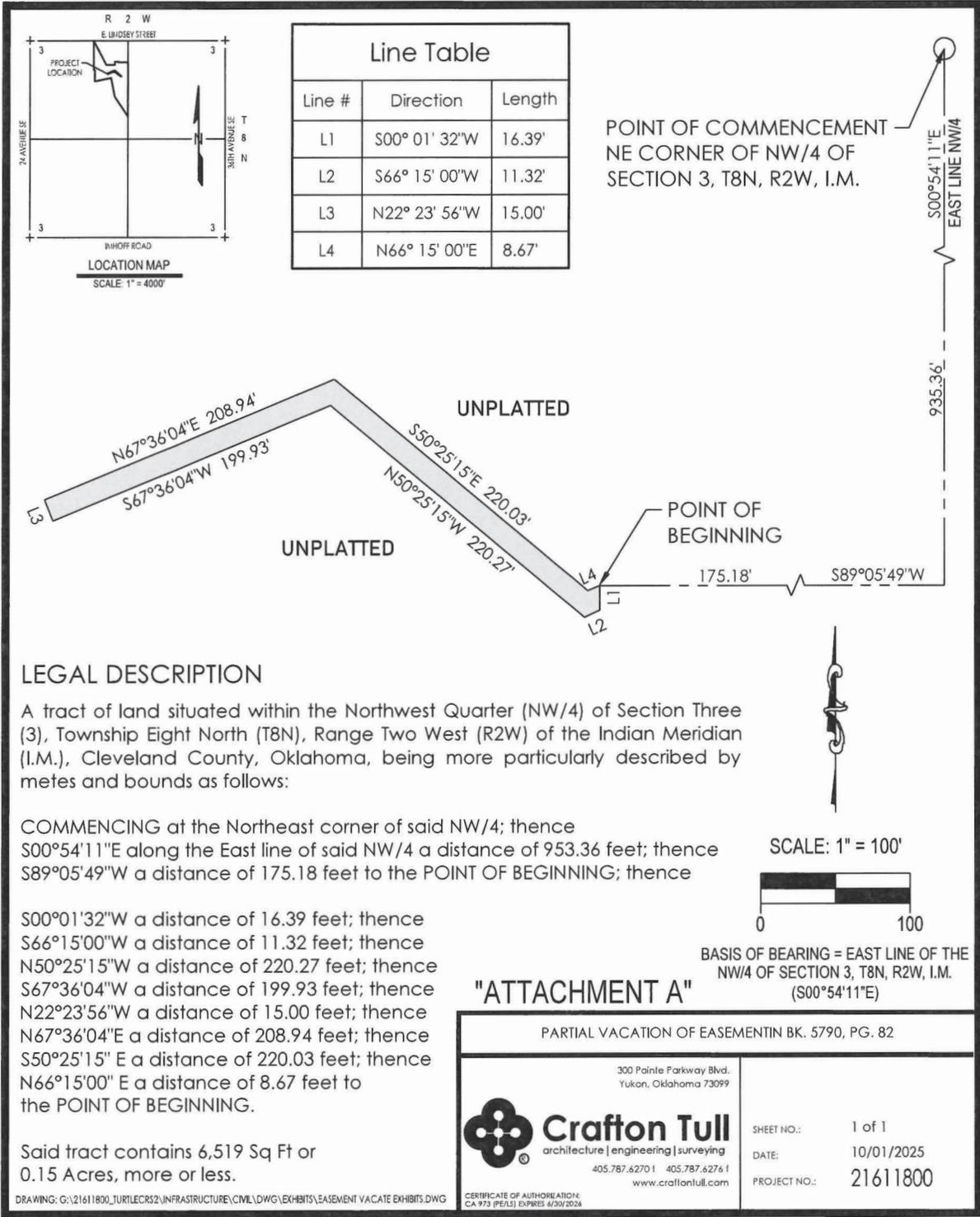
BY: _____
MAYOR

SEAL

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public: _____

My Commission Expires: _____



ATTACHMENT B TO
PARTIAL RELEASE

Doc # R2017-36118 B: 5736 P: 1181
11/01/2017 12:04:28 PM Pages: 3

Cleveland County Clerk, OK - Tammy Belinson
Fee: \$ 17.00



176

GRANT OF EASEMENT

City of Norman
E-1718-38

KNOW ALL MEN BY THESE PRESENTS:

THAT **ASH Investment LLC** (GRANTOR), in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman (CITY), a municipal corporation, a public sewer easement over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

A parcel of land Part of the Northeast Quarter (NW/4) of Section Three (3), Township Eight (8) North, Range Two (2) West of the I.M., Cleveland County, Oklahoma, being more particularly described as follows:

Part of the Northeast Quarter (NW/4) of Section Three (3), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows: Beginning at the NW corner of the NE/4

- Thence S0057'34"E a distance of 864.17', to the Point of Beginning;
 - thence N 89°57'22" W a distance of 5.97';
 - thence S 66°11'37" W a distance of 192.28';
 - thence N 50°28'38" W a distance of 220.03';
 - thence S 67°32'41" W a distance of 208.94';
 - thence S 22°27'19" E a distance of 15.00';
 - thence N 67°32'41" E a distance of 199.93';
 - thence S 50°28'38" E a distance of 220.27';
 - thence N 66°11'37" E a distance of 198.38';
 - thence S 89°57'22" E a distance of 3.06';
 - thence N 00°57'34" W a distance of 15.00';
- which is the point of beginning,
having an area of 0.188 acres, more or less

with the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a public sanitary sewer line.

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

SIGNED and delivered this 13th day of January, 20 17.

BY: [Signature]
GRANTOR

REPRESENTATIVE ACKNOWLEDGMENT

Doc # R2018-11280 BT: RB B: 5790 P: 82 EA
04/17/2018 10:43:38 AM Pages: 3
Cleveland County Clerk, OK - Tammy Belinson
Fee: \$ 17.00



Easement No. E-1718-38

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 13th day of January, 20 17 personally appeared Mohammad Farzaneh to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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



Sandy Newton
Notary Public

My Commission Expires: _____

Approved as to form and legality this 2 day of November 20 17.

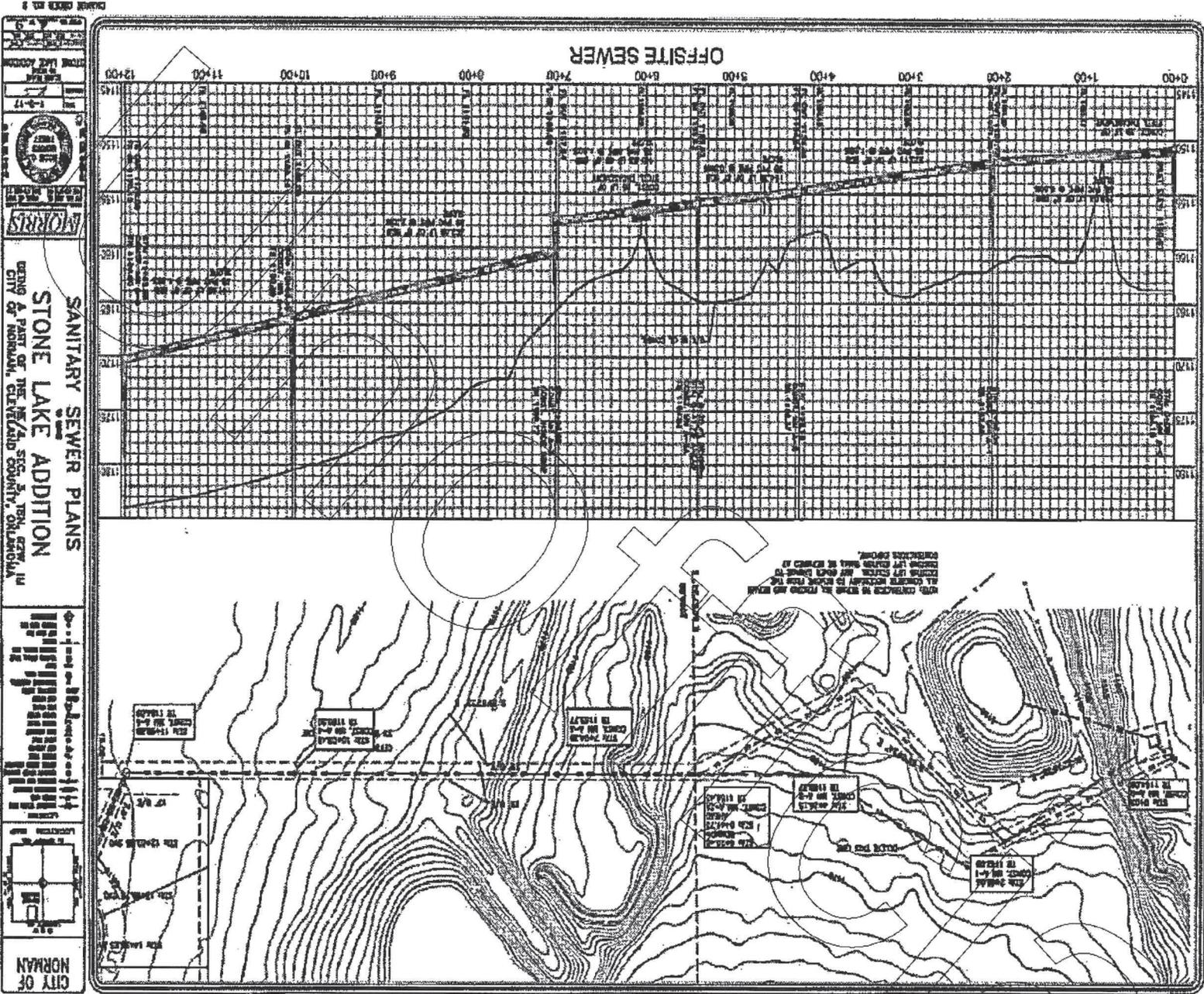
[Signature]
City Attorney

Approved and accepted by the Council of the City of Norman, this 10th day of April 20 18.

[Signature]
Mayor

ATTEST:
[Signature]
City Clerk

SEAL:



3-1718-38

RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 14th day of May, 2021 a document was filed containing easement, under, through and across the following described land to wit:

SEE ATTACHMENT "A"

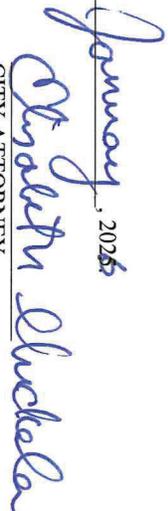
said premises situated in Cleveland County, Oklahoma. Said document being filed of record on May 14, 2021, and recorded in the office of the County Clerk of Cleveland County, Oklahoma, in Book 6241 at Page 1248:

and, WHEREAS, the CITY OF NORMAN desires to release and relinquish said document as it pertains to the legal description of said property in ATTACHMENT 'A'.

NOW THEREFORE, THE CITY OF NORMAN does hereby quitclaim, release, remise, relinquish and surrender to the record owners, thereof, any right, title, interest of document in and to the above-described release of the property.

IN WITNESS, WHEREOF, the CITY OF NORMAN has executed this instrument this _____ day of _____, 2025.

Approved as to form and legality this 5 day of January, 2025


CITY ATTORNEY

ATTEST:

CITY OF NORMAN

City Clerk

BY: _____
MAYOR

SEAL

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public: _____

My Commission Expires: _____

ATTACHMENT 'A' TO EASEMENT RELEASE

E-2021-82

5172

GRANT OF EAS E-2021-1

Doc # R2021-19955 BT: RB B: 6241 P: 1248 EQ1
 05/14/2021 02:46:13 PM Pages: 2
 Cleveland County Clerk, OK - Tammy Belinson
 Fee: \$ 20.00




KNOW ALL MEN BY THESE PRESENTS:

THAT, ASH INVESTMENTS, LLC, an Oklahoma limited liability company, in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, public utility(ies) over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

SEE ATTACHMENT A

with the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating public utility(ies).

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

SIGNED and delivered this 9th day of MARCH, 2021

BY 
 Hossein Farzaneh, Manager

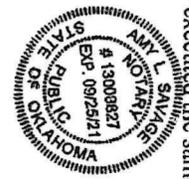
REPRESENTATIVE ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 9th day of MARCH, 2021 personally appeared HOSEIN FARZANEH as Manager of Ash Investment, LLC, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

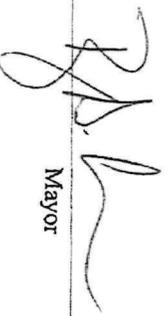

 Notary Public



Approved as to form and legality this 6 day of May, 2021


 City Attorney

Approved and accepted by the Council of the City of Norman, this 11th day of MAY, 2021

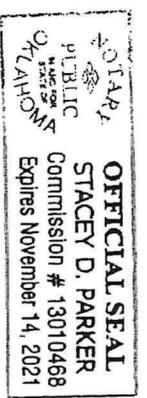

 Mayor

ATTEST:
 City Clerk Allen Leary Deputy
 SEAL: 

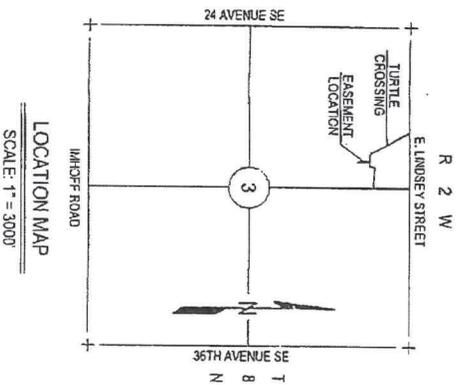
On this 11th day of May, 2021, before me personally appeared Breen Clark and Ellen Usery, to me known to be the identical persons who executed the same as their free and voluntary act and deed of such municipal corporation, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.


 Notary Public



3-2021-82



Line Table		
Line #	Direction	Length
L1	S67° 36' 04"W	21.32'
L2	N89° 58' 25"E	20.01'

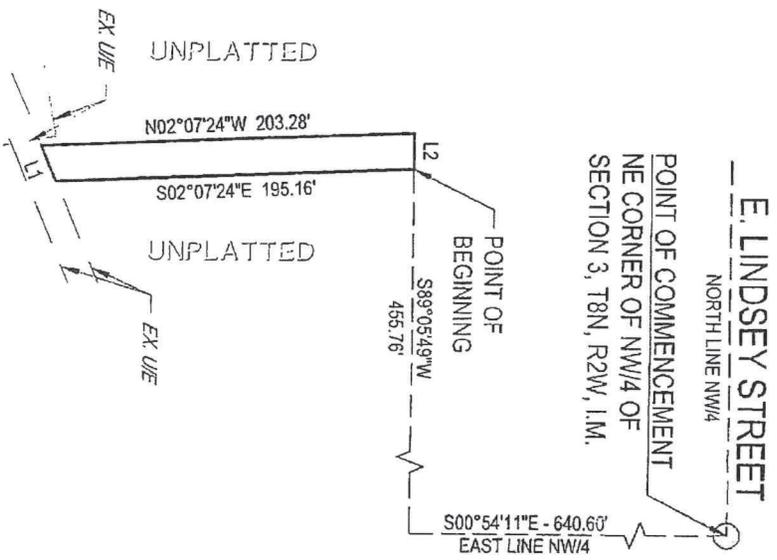
LEGAL DESCRIPTION

A tract of land situate within the Northwest Quarter (NW/4) of Section Three (3), Township Eight North (T8N), Range Two West (R2W) of the Indian Meridian (I.M.), Cleveland County, Oklahoma, being more particularly described by metes and bounds as follows:

- COMMENCING at the Northeast corner said NW/4; thence
- S00°54'11"E along the East line of said NW/4 a distance of 640.60 feet; thence
- S89°05'49"W a distance of 455.76 feet to the POINT OF BEGINNING; thence
- S02°07'24"E a distance of 195.16 feet; thence
- S67°36'04"W a distance of 21.32 feet; thence
- N02°07'24"W a distance of 203.28 feet; thence
- N89°58'25"E a distance of 20.01 feet to the POINT OF BEGINNING.

Said tract contains 3,984 Sq Ft or 0.09 Acres, more or less.

BASIS OF BEARING: North Line of the NW/4 of Section 3, T8N, R2W, I.M.; N89°58'28"E



SCALE: 1" = 100'

SANITARY SEWER EASEMENT - ATTACHMENT A



Crafton Tull
 directional engineering surveying
 405.787.4270 | 405.787.4274 |
 www.craftontull.com

300 Paine Parkway Blvd.
 Yukon, Oklahoma 73099

SHEET NO: 1 of 1
 DATE: 07/24/20
 PROJECT NO: 18614200

File Attachments for Item:

12. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF FP-2526-13: FINAL PLAT FOR UNIVERSITY NORTH PARK ADDITION, SECTION XXIV A PLANNED UNIT DEVELOPMENT, (GENERALLY LOCATED ¼ MILE EAST OF 24TH AVENUE N.W. AND ½ MILE SOUTH OF ROCK CREEK ROAD. (WARD 8).



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01-27-26

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Scott Sturtz, Director of Public Works

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF FP-2526-13: FINAL PLAT FOR UNIVERSITY NORTH PARK ADDITION, SECTION XXIV A PLANNED UNIT DEVELOPMENT, (GENERALLY LOCATED ¼ MILE EAST OF 24TH AVENUE N.W. AND ½ MILE SOUTH OF ROCK CREEK ROAD. (WARD 8).

BACKGROUND:

This item is a final plat for University North Park Addition, Section XXIV, a Planned Unit Development generally located ¼ mile east of 24th Avenue N.W. and ½ mile south of Rock Creek Road.

City Council, at its meeting of December 12, 2006, adopted Ordinance No. O-0607-13 amending the PUD, Planned Unit Development narrative and preliminary site development plan and approved the revised preliminary plat.

The Norman Development Committee, on January 6, 2026, reviewed and approved the program of public improvements, final site development plan and final plat for University North Park Addition, Section XXIV, a Planned Unit Development and recommended the final site development plan and final plat be submitted to City Council for consideration.

DISCUSSION:

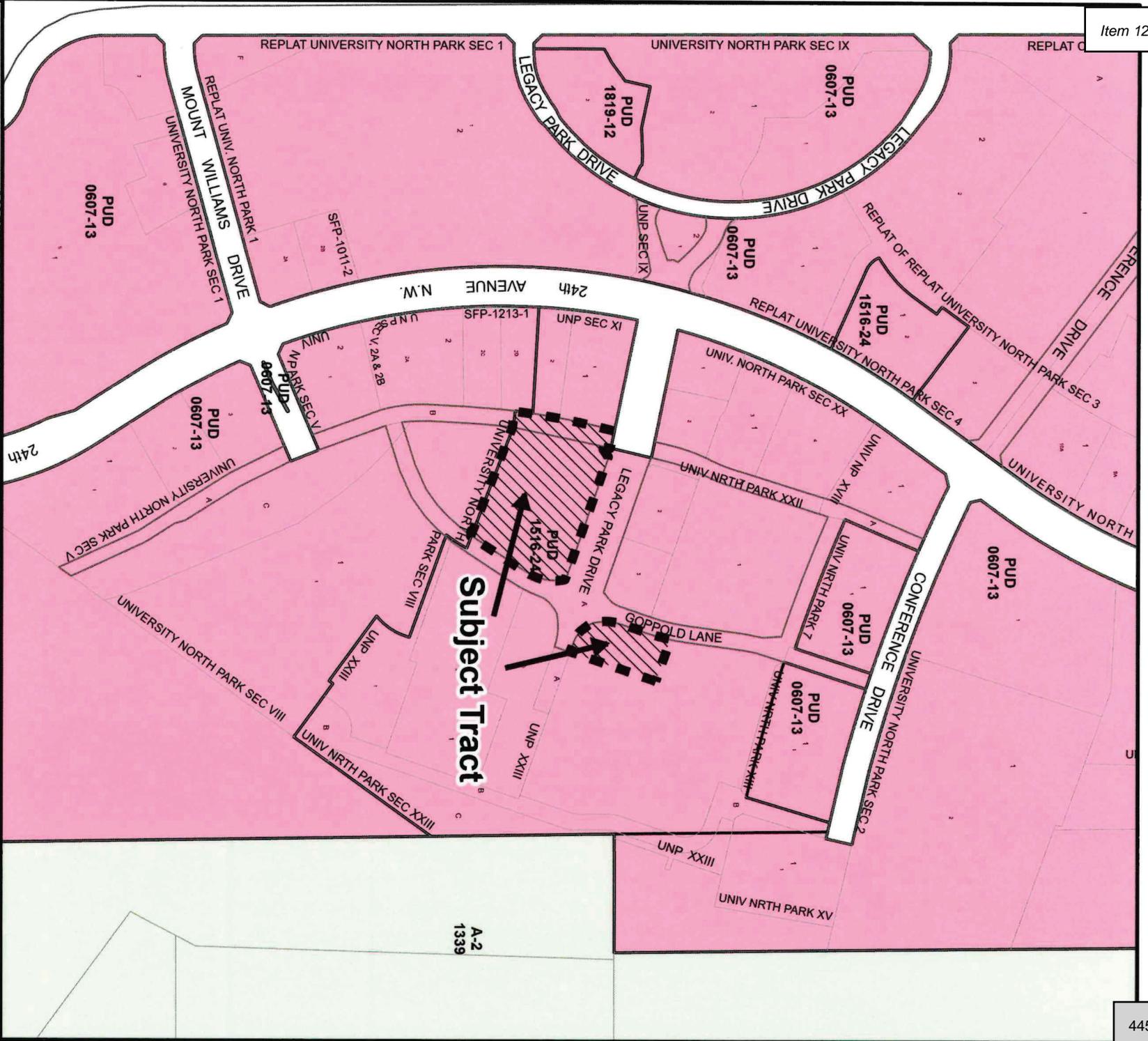
The developer has requested City Council approve the final site development plan and final plat for University North Park Addition, Section XXIV, a Planned Unit Development.

The property consists of 3.98 acres with two (2) lots and two (2) common areas. The proposed use will be restaurants, retail and parking.

Public improvements consist of drainage, sanitary sewer and water including fire hydrants.

RECOMMENDATION:

Based upon the above information, staff recommends approval of the final site development plan and final plat and the filing of the final plat subject to the completion and acceptance of public improvements or bonding public improvements.



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.



January 5, 2026
 0 200 400 Ft.

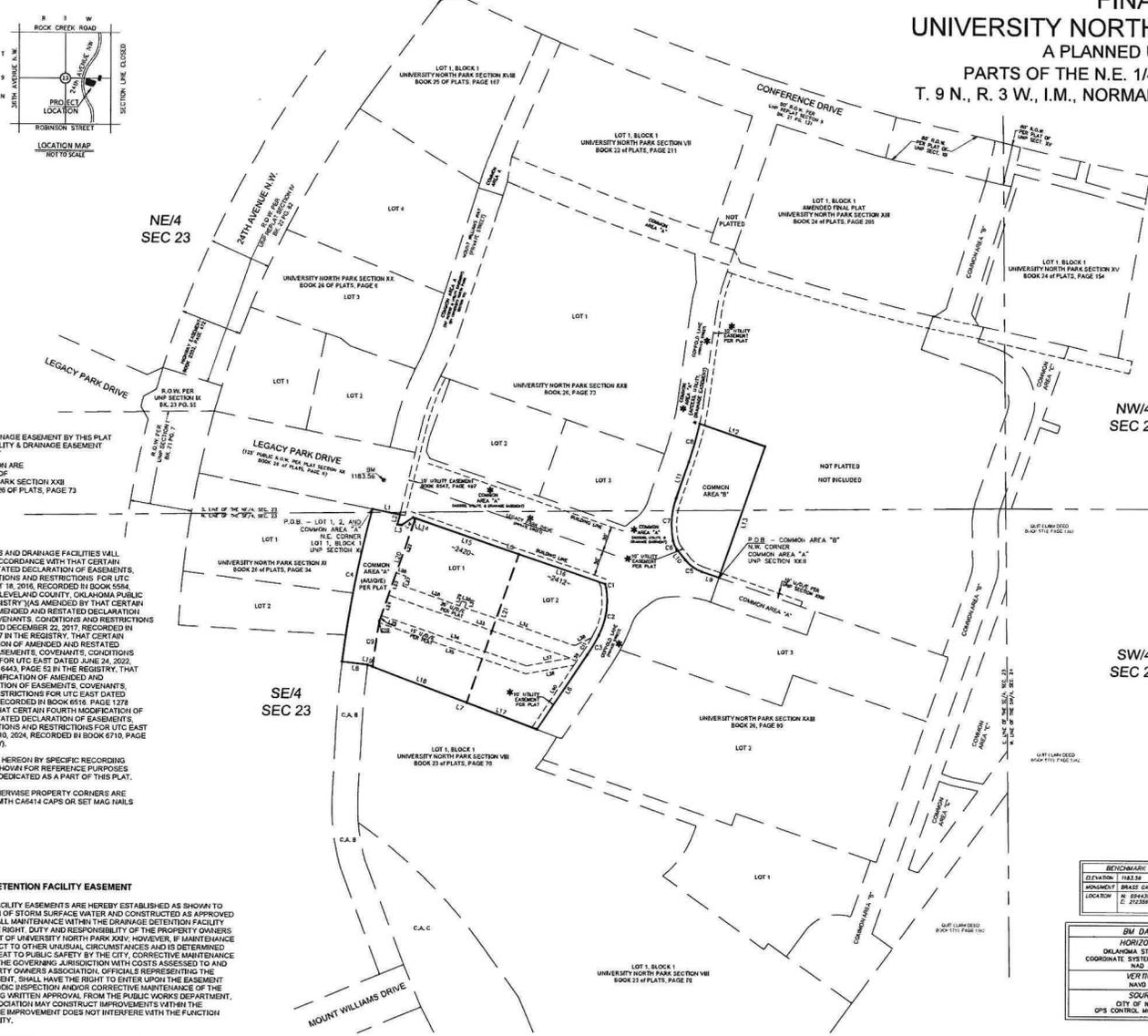
 Subject Tract

FINAL PLAT

UNIVERSITY NORTH PARK SECTION XXIV

A PLANNED UNIT DEVELOPMENT

PARTS OF THE N.E. 1/4 AND S.E. 1/4 OF SECTION 23
T. 9 N., R. 3 W., I.M., NORMAN, CLEVELAND COUNTY, OKLAHOMA



Line Table			Easement Line Table		
Line #	Direction	Length	Line #	Direction	Length
L1	S 78°23'01" E	54.43	L12	S 19°02'02" W	113.17
L2	S 13°24'21" W	20.01	L23	S 19°02'02" W	46.00
L3	S 78°33'01" E	7.42	L24	S 19°02'02" W	42.50
L4	N 36°28'59" E	37.50	L25	S 19°02'02" W	11.42
L5	S 70°57'58" E	284.34	L26	S 70°57'58" E	20.00
L6	S 33°36'32" W	175.37	L27	S 19°02'02" W	20.00
L7	N 69°13'41" W	351.64	L28	S 70°57'58" E	117.40
L8	N 63°08'44" W	49.89	L29	N 19°02'02" E	10.00
L9	N 70°57'58" W	35.00	L30	S 70°57'58" E	10.00
L10	N 37°36'50" W	26.32	L31	S 19°02'02" W	10.00
L11	N 19°02'02" E	75.55	L32	S 70°57'58" E	226.28
L12	S 70°57'58" E	134.47	L33	S 70°57'58" E	273.76
L13	S 19°02'02" W	272.34	L34	S 70°57'58" E	288.09
L14	S 70°57'58" E	4.62	L35	S 70°57'58" E	201.40
L15	S 70°57'58" E	315.43	L36	N 78°42'44" E	85.65
L16	S 70°57'58" E	177.28	L37	N 78°42'44" E	86.79
L17	N 69°13'41" W	145.96	L38	N 64°10'50" E	36.77
L18	N 69°13'41" W	195.36	L39	S 33°36'32" W	31.37
L19	N 69°13'41" W	10.32	L40	N 19°02'02" E	213.09
L20	N 19°02'02" E	213.09			
L21	N 19°02'02" E	207.58			

LEGEND
 WIDE - UTILITY & DRAINAGE EASEMENT BY THIS PLAT
 ALIQUID - ACCESS, UTILITY & DRAINAGE EASEMENT BY THIS PLAT
 ■ ITEMS SHOWN HEREON ARE PER THE FINAL PLAT OF UNIVERSITY NORTH PARK SECTION XXII RECORDED IN BOOK 26 OF PLATS, PAGE 73

- NOTES:**
- THE COMMON AREAS AND DRAINAGE FACILITIES SHALL BE MAINTAINED IN ACCORDANCE WITH THAT CERTAIN AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR LTC DATED AUGUST 18, 2016, RECORDED IN BOOK 5584, PAGE 100 OF THE CLEVELAND COUNTY, OKLAHOMA PUBLIC RECORDS (THE "REGISTRY") AS AMENDED BY THAT CERTAIN MODIFICATION OF AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR LTC DATED DECEMBER 22, 2017, RECORDED IN BOOK 5764, PAGE 217 IN THE REGISTRY, THAT CERTAIN SECOND MODIFICATION OF AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR LTC EAST DATED JUNE 24, 2022, RECORDED IN BOOK 6443, PAGE 52 IN THE REGISTRY, THAT CERTAIN THIRD MODIFICATION OF AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR LTC EAST DATED FEBRUARY 1, 2023, RECORDED IN BOOK 6516, PAGE 1278 IN THE REGISTRY, THAT CERTAIN FOURTH MODIFICATION OF AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR LTC EAST DATED SEPTEMBER 10, 2024, RECORDED IN BOOK 6710, PAGE 205 IN THE REGISTRY.
 - EASEMENTS SHOWN HEREON BY SPECIFIC RECORDING INFORMATION ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE NOT DEDICATED AS A PART OF THIS PLAT.
 - UNLESS SHOWN OTHERWISE PROPERTY CORNERS ARE SET 1/2" IRON PINS WITH C64814 CAPS OR SET MAG NAILS WITH C64814 TAGS.

STORM DRAINAGE DETENTION FACILITY EASEMENT
 DRAINAGE DETENTION FACILITY EASEMENTS ARE HEREBY ESTABLISHED AS SHOWN TO PROVIDE FOR DETENTION OF STORM SURFACE WATER AND CONSTRUCTED AS APPROVED BY THE CITY ENGINEER. ALL MAINTENANCE WITHIN THE DRAINAGE DETENTION FACILITY EASEMENT SHALL BE THE RIGHT DUTY AND RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION IN THE PLAT OF UNIVERSITY NORTH PARK XXIV. HOWEVER, IF MAINTENANCE IS NEGLECTED OR SUBJECT TO OTHER UNUSUAL CIRCUMSTANCES AND IS DETERMINED TO BE A HAZARD OR THREAT TO PUBLIC SAFETY BY THE CITY, CORRECTIVE MAINTENANCE MAY BE PERFORMED BY THE GOVERNING JURISDICTION WITH COSTS ASSESSED TO AND BORN UPON SAID PROPERTY OWNERS ASSOCIATION. OFFICIALS REPRESENTING THE PUBLIC WORKS DEPARTMENT, SHALL HAVE THE RIGHT TO ENTER UPON THE EASEMENT FOR PURPOSES OF PERIODIC INSPECTION AND/OR CORRECTIVE MAINTENANCE OF THE FACILITY. UPON RECEIVING WRITTEN APPROVAL FROM THE PUBLIC WORKS DEPARTMENT, PROPERTY OWNERS ASSOCIATION MAY CONSTRUCT IMPROVEMENTS WITHIN THE EASEMENT, PROVIDED THE IMPROVEMENT DOES NOT INTERFERE WITH THE FUNCTION OF THE DETENTION FACILITY.

BENCHMARK - BM
 ELEVATION 1183.54
 MONUMENT BRASS CAP ON ISLAND
 LOCATION N 69°13'41" W
 DISTANCE 15

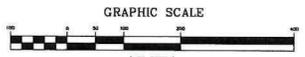
BM DATUM
 HORIZONTAL
 OKLAHOMA STATE PLANE
 COORDINATE SYSTEM (SOUTH ZONE)
 NAAD 83

VERTICAL
 NAVD 88

SOURCE
 CITY OF NORMAN
 GPS CONTROL MONUMENT 372

Curve Table						
Curve #	Radius	Length	Delta	Tangent	Chord Bearing	Chord Length
C1	40.00'	8.08'	11°34'29"	4.05'	S 157°20' E	8.07'
C2	150.00'	95.04'	36°18'03"	49.17'	S 08°28'58" E	93.45'
C3	375.00'	44.57'	06°48'35"	22.31'	S 301°15' W	44.54'
C4	3126.91'	305.03'	06°17'01"	152.78'	N 10°52'48" E	304.77'
C5	79.00'	40.34'	31°01'08"	20.75'	N 54°24'24" W	36.78'
C6	48.00'	18.56'	28°34'45"	9.45'	N 24°28'28" W	18.30'
C7	165.00'	84.80'	30°24'00"	43.47'	N 03°49'25" E	83.80'
C8	625.00'	77.08'	07°03'58"	38.59'	N 15°30'11" E	77.43'
C9	2066.91'	90.22'	02°30'34"	45.12'	S 08°04'12" E	90.21'

Easement Curve Table						
Curve #	Radius	Length	Delta	Tangent	Chord Bearing	Chord Length
C10	2066.91'	3.63'	00°06'02"	1.82'	S 09°16'13" W	3.63'
C11	365.00'	33.34'	05°13'35"	16.68'	N 30°36'33" E	33.33'



COWAN GROUP ENGINEERING
 7100 N. CLARKSON, SUITE 500 - OKLAHOMA CITY, OK 73116
 405-483-3340 (OFFICE) • 405-483-3381 (FAX)
 WWW.COWANGROUP.COM

ENGINEERED - SURVEYING
 CERTIFICATE OF AUTHORIZATION NO. 6414
 EXPIRES JUNE 30, 2026

DEVELOPMENT COMMITTEE

FINAL PLAT
FP-2526-13

DATE:
January 6, 2026----

STAFF REPORT

ITEM: Consideration of a Final Plat for **UNIVERSITY NORTH PARK ADDITION SECTION XXIV, A PLANNED UNIT DEVELOPMENT.**

LOCATION: Generally located ¼ mile east of 24th Avenue N.W. and ½ mile south of Rock Creek Road.

INFORMATION:

1. Owners. University Town Center, L.L.C.
2. Developer. University Town Center, L.L.C.
3. Engineer. Kimley-Horn.

HISTORY:

1. December 19, 1961. Planning Commission recommended to City Council that this property be placed in A-2, Rural Agricultural District.
2. January 23, 1962. City Council adopted Ordinance No. 1339 placing a portion of this property in I-1, Light Industrial District and removing it from A-2, Rural Agricultural District.
3. September 15, 1964. Planning Commission, on a vote of 9-0, recommended to City Council that a portion of this property be placed in I-1, Light Industrial District and removed from A-2, Rural Agricultural District.
4. September 22, 1964. City Council adopted Ordinance No. 1686 placing a portion of this property in I-1, Light Industrial District and removing it from A-2, Rural Agricultural District.
5. July 11, 2002. Planning Commission, on a vote of 5-0-2, recommended to City Council that the NORMAN 2020 Land Use and Transportation Plan be amended by designating this property as a Special Planning Area Designation and changing it from Industrial Designation.
6. July 11, 2002. Planning Commission, on a vote of 5-0-2, recommended to City Council that this property be placed in the PUD, Planned Unit

Development and removed from I-1, Light Industrial District and A-2, Rural Agricultural District.

7. July 11, 2002. Planning Commission, on a vote of 5-0-2, recommended to City Council that the preliminary plat for University North Park Addition, a Planned Unit Development be approved.
8. August 13, 2002. City Council amended the NORMAN 2020 Land Use and Transportation Plan designating this property as a Special Planning Area.
9. August 13, 2002. City Council adopted Ordinance No. O-0203-2 placing this property in the PUD, Planned Unit Development, and removing it from I-1 and A-2 zoning classification. The approval included the preliminary plat for University North Park Addition.
10. September 14, 2006. Planning Commission, on a vote of 7-0, recommended to City Council the amending of the Planned Unit Development Narrative.
11. September 14, 2006. Planning Commission, on a vote of 7-0, recommended to City Council that the preliminary plat for University North Park Addition, a Planned Unit Development be approved.
12. October 24, 2006. City Council postponed indefinitely Ordinance No. O-0607-13, amending the Planned Unit Development Narrative and Site Development Plan for University North Park Addition, a Planned Unit Development.
13. October 24, 2006. City Council postponed indefinitely the revised Preliminary Plat for University North Park Addition, a Planned Unit Development.
14. December 12, 2006. City Council approved Ordinance No. O-0607-13 amending the Planned Unit Development Narrative and Site Development Plan and approved the revised Preliminary Plat for University North Park Addition, a Planned Unit Development.

IMPROVEMENT PROGRAM:

1. Fire Hydrants. Fire hydrants will be installed in accordance with approved plans. Their locations have been approved by the Fire Department.
2. Permanent Markers. Permanent markers will be installed prior to the filing of the final plat.
3. Sanitary Sewers. Sanitary sewer mains will be installed in accordance with approved plans and City and State Department of Environmental Quality standards to serve each lot.

4. Storm Sewers. Storm water and appurtenant drainage structures will be installed in accordance with approved plans and City drainage standards. An off plat privately-maintained detention pond will be utilized.
5. Streets. Streets (public and private) serving the area are existing.
6. Water Mains. Water mains will be installed in accordance with City and State Department of Environmental Quality standards.

PUBLIC DEDICATIONS:

1. Easements. All required easements are dedicated to the City on the final plat.

SUPPLEMENTAL MATERIAL: Copies of a location map, final site development plan and final plat are attached.

STAFF COMMENTS AND RECOMMENDATION: The engineer for the developer has requested the Development Committee review and approve the program of public improvements, final site development plan and final plat for University North Park Addition, Section XXIV, a Planned Unit Development and submit the final site development plan and final plat to City Council for consideration.

This property consists of 3.98 acres and two (2) lots and two (2) common areas. The proposed use will be restaurants and/or retail.

APPLICATION FOR DEVELOPMENT COMMITTEE ACTION

Date: Nov. 13, 2025

Part I: To be Completed by Applicant:

1. Applicant(s):

Jared J. Krittenbrink, P.E.

Kimley-Horn on behalf of University Town Center, LLC

Signature of Applicant(s):

Jared Krittenbrink

Telephone Number and Address:

405-241-4540

4727 Gaillardia Parkway, Suite 250

Oklahoma City, OK 73142

2. Project Name and Legal Description:

University North Park, Section XXIV, a Planned Unit Development

3. Action Request of Development Committee:

Request the Development Committee approve the program of public improvements, final site development plan, and final plat, and submit to City Council for consideration.

Part II: To Be Completed by Development Committee:

Development Committee Met on: January 6, 2026

Development Committee Findings:

The engineer for the owners has requested the Development Committee approve the program of public improvements, final site development plan and final plat for University North Park Addition, Section XXIV and submit the final site development plan and final plat to City Council for consideration.

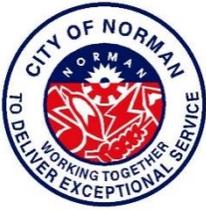
Development Committee Recommendations:

The Development Committee recommends the City Council approve the final site development plan and final plat for University North Park Addition Section XXIV, a Planned Unit Development and direct the filing of the final site development Plan and final plat subject to completion of the public improvements or bonding the public improvements.
Record of Acceptance:

	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Director of Public Works			Director of Planning		
	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Director of Utilities			Planning Services Manager		
	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
City Engineer			Subdivision Development Manager		

File Attachments for Item:

13. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT TWO TO CONTRACT K-1920-22: BY AND BETWEEN THE CITY OF NORMAN AND OLSSON, INC., INCREASING THE CONTRACT AMOUNT BY \$587,889.01 FOR A REVISED CONTRACT AMOUNT OF \$1,691,853.78 TO PROVIDE CONTINUED 2019 BOND PROGRAM MANAGEMENT THROUGH 2030. (City)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/27/2026

REQUESTER: Tim Miles, City Engineer

PRESENTER: Scott Sturtz, Director of Public Works

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT TWO TO CONTRACT K-1920-22: BY AND BETWEEN THE CITY OF NORMAN AND OLSSON, INC., INCREASING THE CONTRACT AMOUNT BY \$587,889.01 FOR A REVISED CONTRACT AMOUNT OF \$1,691,853.78 TO PROVIDE CONTINUED 2019 BOND PROGRAM MANAGEMENT THROUGH 2030.
(City)

BACKGROUND:

On April 2, 2019, the citizens of Norman voted in favor of a \$72 million transportation bond issue, which includes nineteen (19) projects. With the anticipated \$67 million in federal dollars being leveraged for these projects, approximately \$139 million is budgeted for the nineteen (19) projects. Please see the attached project list and map showing the approved projects.

On July 23, 2019, City Council approved Contract K-1920-22 with Olsson, Inc. to provide Program Management Services through 2022, in the amount of \$750,459.84.

On January 10, 2022, City Council approved Amendment No. 1 to Contract K-1920-22 with Olsson, Inc. to provide Program Management Services through 2025, in the amount of \$353,504.93 for a revised contract amount of \$1,103,964.77.

Tonight's contract amendment is to extend these services five (5) more years through 2030.

DISCUSSION:

Olsson, Inc. has been performing the 2019 Bond Program Management duties since July 2019 with the intent to continue these services through 2030 as long as City staff continue to be satisfied with the services provided. The scope and fee were generally established for the ten (10) year program length under the original contract. However, the City of Norman has the flexibility to monitor consultant performance and modify scope needs at various intervals throughout the life of the approximately 11-year agreement. Olsson, Inc. has completed all requested services through 2025 as outlined in the Original Agreement and Amendment No.1. City staff are now ready to extend these services through 2030 as outlined in Amendment No. 2 in the amount of \$587,889.01, for a revised contract amount of \$1,691,853.78.

Olsson, Inc. performs multiple program management tasks for City staff on the 2019 Bond Program. Some tasks require additional resources than what City staff have available to them and all tasks help free up time so City staff can focus on project specific items. Below is a summary of some of the more important program management tasks:

Program Management Tasks

- Program Budget Tracking
- Quarterly Report Project Summaries
- Maintains active and completed projects website
- Maintains project budgets app for staff use
- Monthly status update meetings
- Monthly consultant progress meetings
- Tracks project schedules and holds consultants accountable
- Actively seeks federal funding opportunities
- Grant writing as needed

Funding for these services was budgeted in the 2019 Bond Program by allocating 2% of the estimated construction cost of the bond projects, or \$1,773,215 to hire a consultant to provide Program Management Services for these projects. The original contract amount of \$750,459.84 plus the Contract Amendment No. 1 amount of \$353,504.93 totals \$1,103,964.77 or 62% of the total budget amount. This leaves \$669,250.23 or 38% of the budget for years 2026-2030.

Funds for Contract Amendment No. 2 in the amount of \$587,889.01 is available in the Project Management Bond Project, Design (Account 50594019-46201; Project BP0455), which was established for all 2019 Bond Project Program Management services.

If approved, Olsson, Inc. will continue providing program management duties on the 2019 Bond Projects through 2030.

RECOMMENDATION:

Staff recommends the approval of Amendment No. 2 to Contract K-1920-22 with Olsson, Inc. in the amount of \$587,889.01 for the continuation of the 2019 Bond Program Management through 2030.

**AMENDMENT NO. 2
TO CONTRACT NO. K-1920-22**

Amendment No. 2 of the Contract K-1920-22 between Olsson, Inc. (CONSUTLANT) the City of Norman (OWNER) is amended to include the following agreement of the parties.

WITNESSETH:

WHEREAS, the Parties entered into Contract K-1920-22 on July 23, 2019 for Program Management Services, as set forth therein, through December 2022, for a total cost of **\$750,459.84**.

WHEREAS, on January 10, 2023 the parties executed Amendment No . 1 to this Agreement, which supplemented the CONSULTANT's provision of contract services as set forth therein and extended the time period to end on December 31, 2025, and for a new contract total of **\$1,103,964.77**.

WHEREAS, the Parties wish to again extend CONSULTANT's provision of contract services, and to supplement those services as set forth herein, for an extended time period to end on **January 31, 2026**, for a total additional cost of **\$587,889.01**.

NOW, THEREFORE, the Parties hereby agree to the following amendments to K-1920-22 as follows:

- I. ATTACHMENT A to K-1920-22 shall be supplemented to provide for the following Scope of Services, applicable to the time period beginning upon approval of this Amendment:

SCOPE OF SERVICES

1. DESCRIPTION OF PROJECT

Olsson has been selected by the City of Norman (the City) to serve as the Program Manager for the 2019 City of Norman Transportation Bond Program. This program consists of nineteen (19) projects. Of these projects, seventeen (17) are City roadway design projects, one specifies funding for a Traffic Management Center, and the last designates City funding toward updating the I-35 and Indian Hills Road Interchange in partnership with the Oklahoma Department of Transportation (ODOT).

2. BASIC CONSULTING SERVICES

Olsson will serve as an extension of the City of Norman Staff to provide services necessary to manage the Transportation Bond Program. For all seventeen (17) design projects, Olsson shall prepare and update monthly cost estimates, schedules, and scoping documents. Olsson shall provide updated documents, maintain web applications, and maintain the mobile application (app) to provide City staff with updates on the program and projects. Olsson shall attend meetings with City staff, city council, and other groups as required. Olsson shall assist the City in cost tracking, consultant selection, contract updates, project fee negotiations, project plan reviews, and project schedule updates.

3. QUARTERLY REPORT

Olsson shall prepare a quarterly report that will include updated overall program and individual project costs and schedules. The quarterly report will include narratives addressing accounting, payment, cash flow and schedule issues / status. Any item that is identified that could alter the program, will be included in the quarterly report with corrective action plans. The quarterly report will include inventories for right-of-way and utilities that will list out each item and status.

4. ADDITIONAL SERVICES

Additional services including but not limited to special reports, project design reviews, constructability reviews, and grant writing support are included in this supplement. As additional services are requested, a percentage of the budget within this phase will be allocated by task with the approval of the City of Norman, that individual identified in Article 16 of the Agreement..

5. OTHER ADDITIONAL SERVICES

At the request of the city of Norman, Olsson can provide other additional services in support of the program. If additional services are requested, the City of Norman and Olsson will discuss the City’s needs and develop an amendment to this agreement.

- II. **ATTACHMENT B** shall be amended so as to reflect provision of the services outlined in the ATTACHMENT A for this Amendment through January 31, 2030.
- III. **ATTACHMENT C** shall be supplemented so as to provide for CONSULTANT's compensation through January 31, 2030, as follows:

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COMPENSATION

COMPENSATION of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

The CONSULTANT agrees to perform the SERVICES identified above in accordance with the limitations and conditions set forth in the AGREEMENT. The OWNER agrees, in accordance with the limitations and conditions set forth in the AGREEMENT to pay an amount not to exceed \$587,889.01 unless changed or modified by a mutually executed contact amendment between the OWNER and the CONSULTANT.

The OWNER shall pay the CONSULTANT for completion of the SERVICES of each task identified above, in accordance with the amounts stated below:

Task	Description	Amount
1	Basic Consulting Services (monthly expense * four year total)	\$416,592.00
4	Program Oversight: Quarterly Reports (quarterly expense * four year total)	\$145,712.00
9	Additional Services	\$25,585.01
	Total Supplemental Agreement Compensation	\$587,889.01

Payment claims or invoices for incremental work completed on each task may be submitted by the CONSULTANT to the OWNER for prompt payment on a monthly basis.

IV. Contract K-1920-22 shall only be amended as required to give full force and effect to these amendments. All other terms of Contract K-1920-22 shall remain in full force and effect.

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Final payment shall not be deemed to waive any rights or obligation of the OWNER or the CONSULTANT to this AGREEMENT.

The Services provided for in this Agreement are for the sole use and benefit of OWNER and CONSULTANT. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

IN WITNESS WHEREOF, OWNER and Olsson, Inc. have executed this Agreement.

DATED this ____ day of _____, 202_.

The City of Norman
(OWNER)

Olsson, Inc.

Signature _____

Signature *Russell Beatty*

Name _____

Name Russell Beatty

Title _____

Title Vice President

Date _____

Date 1-9-26

Attest:

Attest:

City Clerk

Unique Laser
Secretary

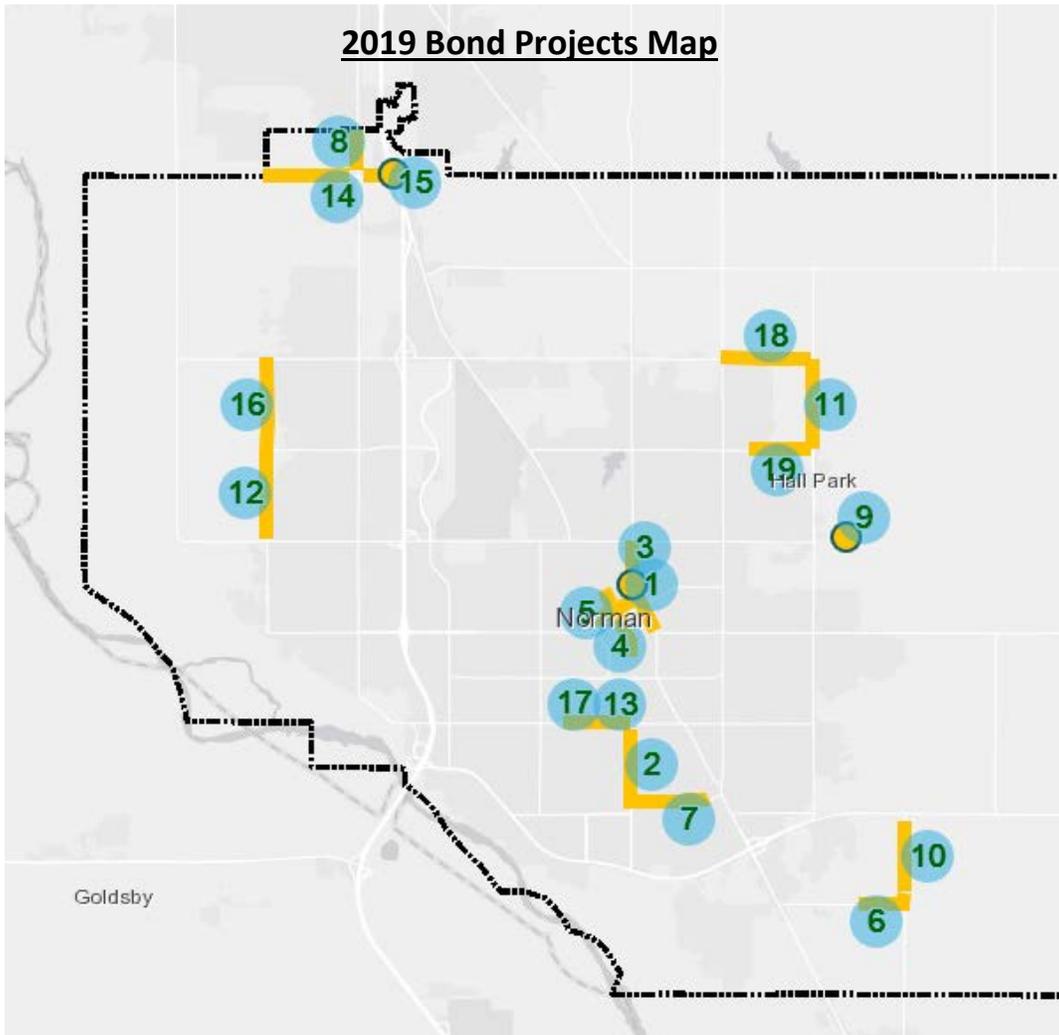


Approved as to form and legality this 22 day of January 2026

Elisabeth Luckala
City Attorney

PROGRAM MANAGEMENT FEE DETAIL		
Amendment No. 2		
Vision for Norman		
2019 Transportation Bond Package		
City of Norman		
Task 1	Basic Consulting Services (monthly expense * four year total)	\$416,592.00
Task 4	Program Oversight: Quarterly Reports (quarterly expense * four year total)	\$145,712.00
	SUBTOTAL	\$562,304.00
Task 9	Additional Services (to 2019 Contract Limit)	\$25,585.01
	TOTAL AMENDMENT 2	\$587,889.01

2019 Bond Projects List		
Construction Year	Project No. on Map	Project Location
2020	1	Porter Avenue and Acres Street
2021	2	Jenkins Avenue - Imhoff Road to Lindsey Street
2021	3	Porter Avenue Streetscape
2022	4	James Garner Avenue - Acres to Duffy
2022	5	Gray Street Two-Way Conversion
2023	6	Cedar Lane Road - East of 24th Avenue SE to 36th Avenue SE
2023	7	Constitution Street - Jenkins to Classen
2024	8	36th Avenue NW - North of Indian Hills Road to Moore City Limit
2024	9	Traffic Management Center
2025	10	36th Avenue SE - Cedar Lane Road to State Highway 9
2025	11	24th Avenue NE - Rock Creek Road to Tecumseh Road
2026	12	48th Avenue NW - Phase 1 - Robinson Street to Rock Creek Road
2027	13	Lindsey Street Special Corridor (Elm Avenue to Jenkins Avenue)
2028	14	Indian Hills Road - 48th Avenue NW to Interstate 35
2028	15	Indian Hills Road and I-35 Interchange Match Funds
2029	16	48th Avenue NW - Phase 2 - Rock Creek Road to Tecumseh Road
2029	17	Lindsey Street Special Corridor (Pickard Avenue to Elm Avenue)
2030	18	Tecumseh Road - 12th Ave NE to 24th Ave NE
2030	19	Rock Creek Road - Queenston to 24th Avenue NE



File Attachments for Item:

14. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT TWO TO CONTRACT K-2223-85: BETWEEN THE CITY OF NORMAN AND OLSSON, INC. FOR ADDITIONAL DESIGN ENGINEERING SERVICES TO THE 36TH AVENUE SE WIDENING 2019 BOND PROJECT – CEDAR LANE ROAD TO STATE HIGHWAY 9 IN THE AMOUNT OF \$58,000.00. (Ward 1)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/27/2026

REQUESTER: Joe Taylor, Staff Engineer

PRESENTER: Scott Sturtz, Director of Public Works

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT TWO TO CONTRACT K-2223-85: BETWEEN THE CITY OF NORMAN AND OLSSON, INC. FOR ADDITIONAL DESIGN ENGINEERING SERVICES TO THE 36TH AVENUE SE WIDENING 2019 BOND PROJECT – CEDAR LANE ROAD TO STATE HIGHWAY 9 IN THE AMOUNT OF \$58,000.00. (Ward 1)

BACKGROUND:

On April 2, 2019, the citizens of Norman voted in favor of a \$72 million transportation bond issue, which includes nineteen (19) projects. With the anticipated \$67 million in federal dollars being leveraged for these projects, approximately \$139 million is budgeted for the nineteen (19) projects. Please see the attached project list and map showing the approved projects.

On August 19, 2019, City staff advertised Request for Proposal RFP 1920-16 to solicit Consulting Engineering Services for the fourteen (14) bond projects still requiring design. The selection committee consisting of three (3) City staff and two (2) citizens shortlisted nine (9) consultant teams for interviews held on October 2, 2019. The five (5) consultant teams selected after interviews to complete the design on these projects are:

- Garver, Norman
- Cowan Group, Oklahoma City
- Freese and Nichols, Oklahoma City
- MacArthur Associated Consultants, Oklahoma City
- Olsson Associates, Oklahoma City

These consultants are being assigned the various projects by City staff based on capacity, performance on their current projects and capabilities of their firm to complete a specific project.

On January 10, 2023, City Council awarded the design engineering services contract for the 36th Avenue SE Widening Project – Cedar Lane Road to State Highway 9 to Olsson, Inc. of Oklahoma City in the amount of \$559,500.00.

On October 24, 2023, City Council approved Amendment No. 1 for Olsson, Inc. in the amount of \$38,600 for additional bridge design that was added to their scope of work on the 36th Avenue SE – Cedar Lane Road to State Highway 9 Widening Project.

DISCUSSION:

Tonight's agenda item is a contract amendment with Olsson, Inc., which includes plan revisions to remove the on-street bike lanes and replacing them with a 10-foot-wide multi-use path on the west side of the street. Just a few years ago, on-street bike lanes were the preferred method to accommodate bicycles on multi-modal roadways. We have now learned that 10-foot multi-use paths may be a better choice for certain situations. After further collaboration with staff and our engineering consultant, City staff recommend changing the project design to eliminate the on-street bike lanes and adding a 10-foot-wide multi-use path on the west side of 36th Avenue SE. This design will allow for better multi-modal access to Saxon Park on the west side of 36th Avenue SE, will connect seamlessly to the existing State Highway 9 multi-use trail that intersects the north end of this project, and will provide better connectivity to the planned development on the southwestern portion of this project.

The additional design cost for this supplemental agreement will be offset by the reduced construction costs. On-street bike lanes are constructed to the same pavement thickness and subgrade stabilization requirements since they are part of the roadway. By eliminating the additional 10-foot street width for bike lanes and replacing it with a less expensive 10-foot-wide and 5-inch-thick multi-use path, construction costs are substantially less than the redesign fee.

Supplemental Agreement No. 2 results in a contract increase of \$58,000 or 9.7% over the existing contract amount of \$598,100.00 for a new contract total of \$656,100.00. Funding for these additional design services is available in the 36th Avenue SE – Cedar Lane Road to State Highway 9 Widening Project (No. BP0423, Design Account No. 50594019-46201).

If approved, Olsson will begin work immediately on the above-mentioned plan revisions.

RECOMMENDATION:

Staff recommends approval of Amendment No. 2 to Contract K-2223-85 in the amount of \$58,000.00, between the City of Norman and Olsson, Inc., for supplemental design engineering on the 36th Avenue SE Widening Project – Cedar Lane Road to State Highway 9.

**AMENDMENT NO. 2
TO CONTRACT NO. K-2223-85**

Amendment No. 2 of the Contract K-2223-85 between Olsson, Inc. (CONSULTANT) the City of Norman (OWNER) is amended to include the following agreement of the parties.

**ATTACHMENT A1
SCOPE OF SERVICES**

DESCRIPTION

City of Norman has requested design plan changes to remove the proposed 4-foot-wide on-street bicycle lanes off the roadway in both directions and instead include a 10-foot-wide multi-purpose path on the west side of 36th Ave SE.

1. Roadway / Street

a. Roadway Design

This scope includes the design work necessary to remove the on-street bicycle lanes and includes adding a multi-purpose path on the west side of the road. The design model will be updated to reflect the new scope of work. The plan updates include revisions to the Typical Sections, Summaries & Pay Items, Plan and Profile Sheets, Signing and Striping Sheets, Traffic Control Plan, and Cross Sections. Updates to the flow line elevations for all structures are also included.

b. Multimodal Paths / Trails / Bicycle Lanes

A 10-foot-wide multi-purpose path will be designed for the west side of 36th Ave SE. A 5-foot-wide sidewalk will still be included on the east side of 36th Ave SE.

3. Bridge / Structural

a. Bridge Design

Bridge design and details will be modified to accommodate this updated typical section. Effort includes revising the geometry of the bridge, re-checking the structural elements. Plan updates include a revised GP&E, Typical Sections, and Phasing details.

**ATTACHMENT C1
 COMPENSATION**

COMPENSATION of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

The CONSULTANT agrees to perform the SERVICES identified above in accordance with the limitations and conditions set forth in the AGREEMENT. The OWNER agrees, in accordance with the limitations and conditions set forth in the AGREEMENT to pay an amount not to exceed \$656,100 unless changed or modified by a mutually executed contact amendment between the OWNER and the CONSULTANT.

The OWNER shall pay the CONSULTANT for completion of the SERVICES of each task identified in **Attachment A & A1 – Scope of Services**, in accordance with the amounts stated below:

Fee Table 36th Ave SE (Cedar Lane to SH-9) 12/4/2025 OLSSON				
DESCRIPTION	ORIGINAL FEE	AMENDMENT 1	AMENDMENT 2	
Task 1 Roadway / Street	\$ 200,000		\$ 35,000	Lump Sum
Task 2 Traffic	\$ 57,800			Lump Sum
Task 3 Bridge / Structural	\$ 88,000		\$ 23,000	Lump Sum
Task 3 Bridge / Structural - RCB		\$ 26,600		Lump Sum
Task 3 Bridge Hydraulics		\$ 12,000		Lump Sum
Task 4 Survey	\$ 57,700			Lump Sum
Task 5 Geotechnical Testing	\$ 62,000			Lump Sum
Task 6 Environmental Clearance	\$ 43,000			Lump Sum
Task 7 Right-of-Way	\$ 16,000			Lump Sum
Task 8 Utility Coordination	\$ 15,000			Lump Sum
Task 9 Construction	\$ 20,000			Lump Sum
Project Total	\$ 559,500	\$ 38,600	\$ 58,000	

Final payment shall not be deemed to waive any rights or obligation of the OWNER or the CONSULTANT to this AGREEMENT.

The Services provided for in this Agreement are for the sole use and benefit of OWNER and CONSULTANT. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

IN WITNESS WHEREOF, OWNER and Olsson, Inc. have executed this Agreement.

DATED this ____ day of _____, 202_.

The City of Norman
(OWNER)

Signature _____

Name _____

Title _____

Date _____

Attest:

City Clerk

Olsson, Inc.

Signature James M Sparks

Name James M. Sparks

Title Vice President

Date 1/9/26

Attest:

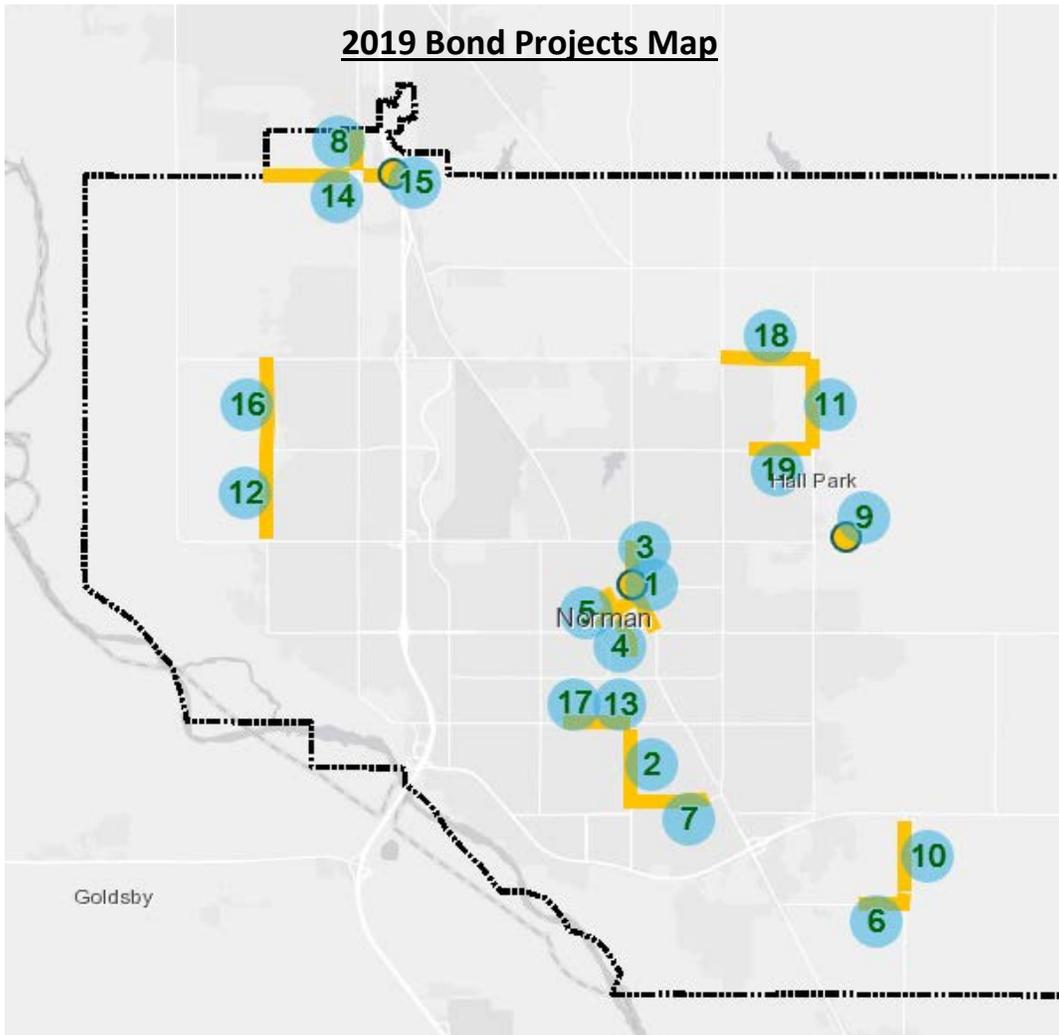
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Secretary

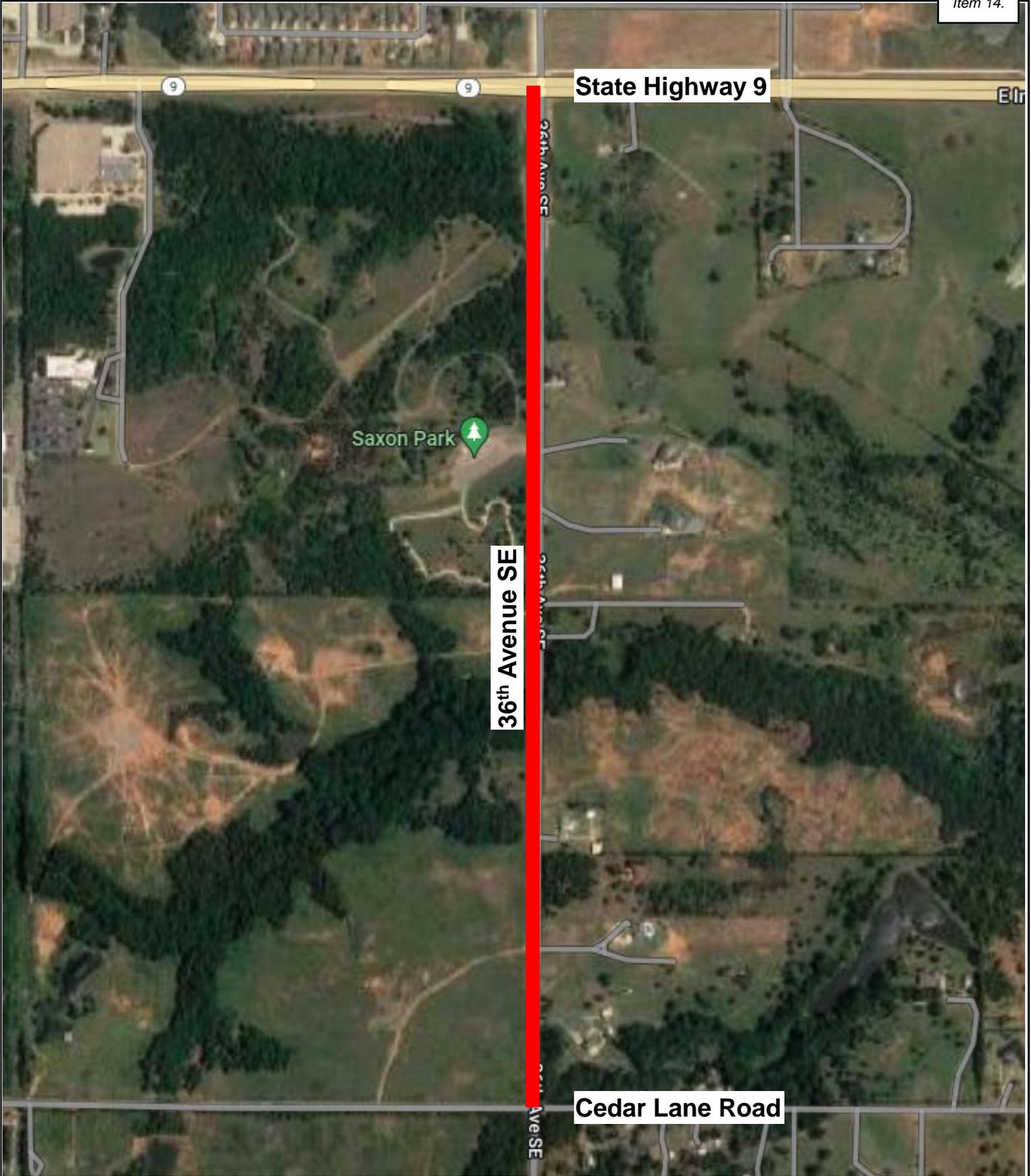


Approved as to form and legality this 22 day of January 2026

Elizabeth Luckele
City Attorney

2019 Bond Projects List		
Construction Year	Project No. on Map	Project Location
2020	1	Porter Avenue and Acres Street
2021	2	Jenkins Avenue - Imhoff Road to Lindsey Street
2021	3	Porter Avenue Streetscape
2022	4	James Garner Avenue - Acres to Duffy
2022	5	Gray Street Two-Way Conversion
2023	6	Cedar Lane Road - East of 24th Avenue SE to 36th Avenue SE
2023	7	Constitution Street - Jenkins to Classen
2024	8	36th Avenue NW - North of Indian Hills Road to Moore City Limit
2024	9	Traffic Management Center
2025	10	36th Avenue SE - Cedar Lane Road to State Highway 9
2025	11	24th Avenue NE - Rock Creek Road to Tecumseh Road
2026	12	48th Avenue NW - Phase 1 - Robinson Street to Rock Creek Road
2027	13	Lindsey Street Special Corridor (Elm Avenue to Jenkins Avenue)
2028	14	Indian Hills Road - 48th Avenue NW to Interstate 35
2028	15	Indian Hills Road and I-35 Interchange Match Funds
2029	16	48th Avenue NW - Phase 2 - Rock Creek Road to Tecumseh Road
2029	17	Lindsey Street Special Corridor (Pickard Avenue to Elm Avenue)
2030	18	Tecumseh Road - 12th Ave NE to 24th Ave NE
2030	19	Rock Creek Road - Queenston to 24th Avenue NE



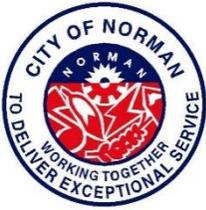


36th Avenue SE Widening Project Location Map



File Attachments for Item:

15. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-70: BY AND BETWEEN THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND CEC CORPORATION FOR ON-CALL ENGINEERING SERVICES ON AN AS-NEEDED BASIS. (City)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/27/2026

REQUESTER: Peter Wolbach

PRESENTER: Peter Wolbach, Staff Engineer - Utilities

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-70: BY AND BETWEEN THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND CEC CORPORATION FOR ON-CALL ENGINEERING SERVICES ON AN AS-NEEDED BASIS. (City)

BACKGROUND:

Several departments within the City of Norman utilize consultants for various projects necessary to provide reliable services to our citizens and customers. Frequently, consultants for a specific project are selected utilizing a request for proposal specific to the particular project. However, on-call professional service contracts allow staff to expedite the use of consulting services and ensure timely completion of required improvements.

DISCUSSION:

Staff issued Request for Qualifications RFQ-2425-45 to numerous firms providing right-of-way, engineering, surveying, architectural, and environmental services during Fiscal Year 2025. Qualifications were submitted by multiple firms, each identifying the categories of service for which they requested consideration.

Each proposal was independently reviewed and scored by staff from the Parks and Recreation, Public Works, and Utilities Departments, including Tim Miles, Nathan Madenwald, Paul D'Andrea, James Briggs, and Peter Wolbach. Rankings were determined according to the evaluation criteria outlined within the Request for Qualifications.

All reviewers agreed upon the top-ranked firms in each service category based on experience, qualifications, and demonstrated ability to perform the required work. Contracts were then prepared and issued for review, approval, and execution by the selected firms.

Funding for work performed under these contracts will be drawn from the respective project accounts or department budgets and charged at the hourly rates identified in the contract on an as-needed basis. Upon approval of the contracts, staff will select a firm based on availability, relevant experience, and ability to perform the work in a timely manner.

RECOMMENDATION:

Staff recommends that the City of Norman, Norman Municipal Authority, and Norman Utilities Authority approve Contract K-2526-70 with CEC Corporation to provide On-Call Engineering Services on an as-needed basis.

AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES

This Agreement is made between the City of Norman/Norman Utilities Authority/Norman Municipal Authority (“Owner”) and CEC Corporation (“Contractor”) (Owner and Contractor each individually a “Party” and collectively the “Parties”).

WITNESSETH

WHEREAS, the Owner requires a registered engineer to perform professional engineering services (“Services”) in connection with miscellaneous City projects from time to time; and

WHEREAS, the Owner and Contractor wish to enter into an agreement governing the terms and conditions under which Contractor may supply Services, to the extent mutually agreed by the Parties from time to time; and

NOW THEREFORE, in consideration of the promises contained in this Agreement, the Parties, on the date last executed below (the “Effective Date”), agree as follows:

ARTICLE 1 - TERM OF AGREEMENT

The parties desire to enter into a three-year Agreement to secure certain benefits to the contract that would not otherwise be attainable if a multi-year Agreement were not available. Accordingly, it is the expressed intent of the Owner, upon completion of the initial three-year term, to renew the obligations of this contract for two additional one-year terms (maximum contract length of five years), subject to an annual appropriation of funds by the Owner to fund its obligations under this Agreement and subject to Article 11 herein. However, it is also recognized that the Owner can only contract for obligations that occur during a particular fiscal year. To the extent the Owner’s obligations are not funded for any fiscal year during the term of this Agreement, then the portion of the Agreement covering the fiscal year where the Owner’s obligations are unfunded shall be void and unenforceable as to both parties.

ARTICLE 2 –CONTRACTOR’S RESPONSIBILITIES

- 2.1 The standard of care for all Contractor’s Services under this Agreement will be the care and skill ordinarily used by members of Contractor’s profession practicing under similar circumstances at the same time and in the same locality. Contractor shall correct the Services that fail to satisfy this standard of care.
- 2.2 The Contractor shall comply with all existing and future federal, state and local laws, rules and regulations including, but not limited to, those pertaining to collusion and equal employment opportunity.
- 2.3 The Contractor’s duties and assurances pursuant to Articles 6 and 7 shall survive completion, suspension, or termination, for any reason, of this Agreement.

ARTICLE 3 - WORK ORDERS FOR SERVICES TO BE PERFORMED BY CONTRACTOR

- 3.1. Work Orders: The Parties may mutually agree to engage the Services of Contractor for individual Projects by executing one or more Work Orders in the form of EXHIBIT A, pursuant to which project-by-project contract amounts and project timelines will be identified and expressly agreed to. The Work Order shall contain the scope, schedule, and estimate of cost of Contractor’s Services for each project. The Work Order shall also identify the applicable City of Norman Department for which Services are being rendered with each Party’s respective project manager, phone, and email.

- 3.2. Compensation for Services: Contractor's rates for Services for each Work Order shall not exceed those attached hereto as EXHIBIT B, for completion of Services for each Project. Subject to mutual agreement of the Parties, rates contained in EXHIBIT B may be adjusted, no more often than annually, by amendment of this Agreement, in an amount not to exceed that reported for The Consumer Price Index for All Urban Consumers (CPI-U) for the South by the Bureau of Labor Statistics, U.S. Department of Labor.
- 3.3. Method of Payment: Unless otherwise provided in a Work Order, Contractor shall submit separate, detailed monthly invoices for Services provided pursuant to each Work Order. Owner shall pay invoices within thirty (30) days of receipt.

ARTICLE 4 - OWNER'S RESPONSIBILITIES

- 4.1. OWNER-Furnished Data: Owner will provide to Contractor all available, requested electronic data in Owner's possession relating to Contractor's Services on the Project, which may be available from the Owner's various departments relative to utilities as-builts, operations records, parcels, and any other such data necessary. Contractor may reasonably rely upon the accuracy, timeliness, and completeness of the information provided by Owner.
- 4.2. Access to Facilities and Property: Owner will make its facilities accessible to Contractor as required for Contractor's performance of its Services.
- 4.3. Timely Review: Owner will examine Contractor's studies, reports, sketches, drawings, specifications, proposals, and other documents and transmit Owner comments or other decisions to Contractor in a timely manner.
- 4.4. Advertisements, Permits, and Access: Unless otherwise mutually agreed to in a Work Order, Owner will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for Contractor's Services.

ARTICLE 5 – ASSIGNMENT

As this Agreement is professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Contractor to provide professional services to the Owner, the parties agree that the Contractor may not assign its obligations, rights or interest in this Agreement.

ARTICLE 6 - LIABILITY AND INDEMNIFICATION

- 6.1. General. Having considered the potential liabilities that may exist during the performance of the Services and in consideration of the promises contained in this Agreement, Owner and Contractor agree to allocate and limit such liabilities in accordance with this Article.
- 6.2. Indemnification. To the extent permitted by applicable law including the Constitution of the State of Oklahoma, Contractor and Owner each agree to defend, indemnify, and hold harmless the other, its officers, assigns, predecessors, agents, and employees from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its own negligent acts, errors, or omissions, or those of its authorized employees or agents. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Contractor and Owner, such liability shall be borne by each party in proportion to its own negligence.

- 6.3. Employee Claims. Contractor shall indemnify Owner against legal liability for damages arising out of claims by Contractor's employees. Owner shall indemnify Contractor against legal liability for damages arising out of claims by Owner's employees.
- 6.4. Unanticipated Hazardous Materials. In the event hazardous material or waste is encountered by Contractor during the course of performing its Services upon the Owner's property, and conditioned upon the fact that Owner did not previously advise Contractor of the existence thereof, then and in that event:
- a. Owner and Contractor acknowledge that the Work Order may be adjusted and compensation to Contractor may be increased as is reasonably necessary for Contractor to complete its Services.
 - b. If the discovery of hazardous substances requires Contractor to take immediate measures to protect health and safety, Contractor agrees to notify Owner immediately following such discovery. Owner agrees, subject to prior written authorization by Owner, to reimburse Contractor for reasonable costs of implementing immediate measures taken to protect health and safety
 - c. Owner shall indemnify, defend, and hold Contractor, its officers, directors, agents, servants, and employees harmless from any claim, demand, or action brought by any third party which is based upon unforeseeable or unavoidable injury or damage caused by said hazardous material or waste.

ARTICLE 7 - INSURANCE

During performance of the Services under this Agreement, Contractor shall maintain the following insurance, at a minimum:

- 7.1. Commercial General Liability (Combined Property Damage, Bodily Injury and Death): \$1,000,000 each occurrence; \$2,000,000 aggregate.
- 7.2. Automobile Liability (Combined Property Damage and Bodily Injury): \$1,000,000.
- 7.3. Workers Compensation for Contractor's employees as required by Oklahoma Statute.
- 7.4. Professional Liability (errors and omissions) insurance: \$2,000,000 aggregate.

Contractor shall furnish Owner certificates of insurance with provision that such insurance shall not be canceled, decreased, nor fail to be renewed without at least thirty (30) days written notice to Owner.

Contractor and Owner shall each require its insurance carriers to waive all rights of subrogation against the other, and its directors, officers, partners, commissioners, officials, agents, and employees for damages covered by any applicable General Liability insurance policies during and after the Services. A similar provision shall be incorporated into all contractual arrangements entered into by Owner and shall protect Owner and Contractor to the same extent.

ARTICLE 8 - LIMITATIONS OF RESPONSIBILITY

Unless specifically provided in a mutually agreed Work Order, Contractor shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety precautions, and programs in connection with any Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Contractor, to fulfill contractual responsibilities to the Owner or to comply with Federal, State or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction.

ARTICLE 9 - REUSE OF DOCUMENTS

At Owner's request, Contractor shall furnish Owner with deliverables and/or other data on electronic media. All documents, including but not limited to, drawings, specifications, and computer software prepared by Contractor pursuant to this Agreement are Instruments of Service in respect to the Project. Any further use or reuse by Owner or others for extension, modification, or expansion of this or any other Project, unless under direction of the Contractor, or specifically assigned to Contractor in a mutually agreeable Work Order, shall be without liability to the Contractor and paragraph 6.2 by the Owner shall be in full force and effect.

ARTICLE 10 - RECORDS AND ACCOUNTS

- 10.1. The Contractor will retain all pertinent records, documents and files (both electronic and paper) for a period of five (5) years beyond completion of each Project or termination of the Agreement for any reason. Said records shall include, but are not limited to, field notes, photographs and information, survey results, and any other materials produced, created, or accumulated in performing this Agreement that have not been submitted to the Owner subsequent to final completion of the Project. Owner may have access to such records during mutually agreeable normal business hours.
- 10.2. Such records shall also include its internal accounting records and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Agreement. The Contractor must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Contractor shall permit periodic audits by the Owner and the Owner's authorized representative. The periodic audits of the records in support of claims and invoices for the Agreement shall be performed at times and places mutually agreed upon by the Owner and Contractor. Agreement as to the time and place for audits may not be unreasonably withheld.

ARTICLE 11 – TERMINATION

- 11.1 Termination for Owner's convenience: Owner may terminate or suspend this Agreement, and/or any Work Order then in progress, in whole or in part, for Owner's convenience upon written notice to Contractor.
- 11.2 Payment for partial services rendered: Owner shall pay Contractor for all the Services performed up to date of the notice in the manner and amount set by each affected Work Order.
- 11.3 Obligation of Contractor upon termination: Upon receipt of the notice of termination or suspension of this Agreement, unless the notice directs otherwise, the Contractor shall (1) immediately discontinue all work and services affected; and (2) deliver to the Owner all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether complete or incomplete.

ARTICLE 12 - COMMUNICATIONS

Except as otherwise expressly provided herein, any notice herein required or permitted to be given shall be in writing and shall be deemed effective when delivered personally, by certified mail, return receipt requested, or by FedEx or other national overnight courier to the appropriate party at the address set forth below (or at such other address as may be designated by either party in a written notice sent in accordance with this Section):

CONTRACTOR: Kyle Morse
480 24th Ave. NW, Suite 266
Norman, OK 73069

OWNER: City Attorney's Office
201 West Gray Street
PO BOX 370
Norman, OK 73070

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

ARTICLE 13 – SCOPE AND CONSTRUCTION OF AGREEMENT

- 13.1. Scope and conflicts. This Agreement applies to and governs all Services provided under all Work Orders during the Term. This Agreement controls to the extent of any conflict with any Work Order or other document pertaining to Services. Without limitation of the other terms of this Agreement, any provisions in a Work Order or other document pertaining to Work that purport to or would have the effect of overriding, amending, modifying, or negating any terms of this Agreement relating to warranties, releases, indemnification, insurance, liabilities, or allocation of responsibility for risk or loss are null and void.
- 13.2. No obligation to request or accept Services or Work Orders. Nothing in this Agreement obligates Owner to request the Services of Contractor in connection with any Project or for Contractor to agree to perform Services.

ARTICLE 14 – GENERAL PROVISIONS

- 14.1. Entire agreement. This Agreement, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the Owner and the Contractor concerning the Agreement. Neither the Owner nor the Contractor has made or shall be bound by any agreement or any representation to the other concerning this Agreement which is not expressly set forth herein.
- 14.2. Severability. If any provision, clause, portion, or section of this Agreement is unenforceable, illegal, or invalid for any reason, or if any event renders any portion or provision of this Agreement void, such shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.
- 14.3. Successors and assigns. Owner and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

- 14.4. Governing law. 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 all actions arising hereunder 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.
- 14.5. Waiver. A waiver by either Owner or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- 14.6. Counterparts; facsimile signatures. This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. For purposes of this Agreement, a telecopy or scan of an executed counterpart shall constitute an original. Any party delivering an executed counterpart of this Agreement by telecopier or email shall also deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity of this Agreement.

[SIGNATURE PAGES FOLLOW]

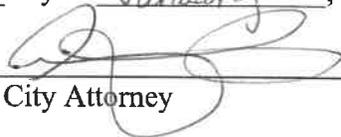
IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed this _____ day of _____, 2025.

**CITY OF NORMAN, OKLAHOMA
NORMAN UTILITIES AUTHORITY
NORMAN MUNICIPAL AUTHORITY
(CITY)**

By: _____
Mayor, City of Norman
Chairperson – Norman Utilities Authority
Chairperson – Norman Municipal Authority

Attest: _____
City Clerk – City of Norman
Secretary – Norman Utilities Authority
Secretary – Norman Municipal Authority

Reviewed as to form and legality this 1 day of January, 2026.



City Attorney

EXHIBIT A
WORK ORDER FORM

WORK ORDER NO. _____

This Work Order, dated the _____ day of _____, _____ (the "Effective Date"), between [the City of Norman/the Norman Utilities Authority/Norman Municipal Authority] ("City") and CEC Corporation ("Contractor") (City and Contractor, together, the "Parties"), adopts and incorporates by reference the terms and conditions of the Agreement for On-Call Professional Services entered into on _____, ("Agreement") by the Parties. Capitalized terms used by not defined in this Work Order shall have the meanings set out in the Agreement.

WHEREAS, pursuant to Section 3.1 of the Agreement, the Parties wish to enter into this Work Order for purposes of setting forth the rights and obligations regarding the provision of Services by Contractor for [description of project] hereinafter described as "Project" for purposes of this specific Work Order).

NOW THEREFORE, for good and valuable consideration contained herein, the exchange, receipt, and sufficiency of which are acknowledged, the parties agree as follows:

1. Scope of Services. Contractor shall perform those services set forth in Exhibit A attached hereto ("Services").
2. Compensation and Payment. In consideration for the performance of Services under this Work Order, City shall pay to Contractor in an amount and manner as set forth in Exhibit B attached hereto.
3. Schedule. Contractor shall perform the Services in accordance with the schedule set forth in Exhibit C attached hereto.
4. Termination. The term of this Work Order shall commence on the "Effective Date" and end upon the completion of the Services unless otherwise terminated in accordance with the Agreement.
5. [Other Work Order-Specific Terms and Conditions]

[SIGNATURE PAGE FOLLOWS]

WO # [#] to K-2526-70

IN WITNESS WHEREOF, the City has caused this Work Order No. _____ to be duly executed this _____ day of _____, 202__.

**[CITY OF NORMAN, OKLAHOMA
NORMAN UTILITIES AUTHORITY
NORMAN MUNICIPAL AUTHORITY]
(CITY)**

By: _____

[Mayor, City of Norman
Chairperson – Norman Utilities Authority
Chairperson – Norman Municipal Authority
OR
City Manager]

Attest: _____

[City Clerk – City of Norman
Secretary – Norman Utilities Authority
Secretary – Norman Municipal Authority]

Reviewed as to form and legality this _____ day of _____, 202__.

City Attorney

EXHIBIT B
COMPENSATION



OKLAHOMA MUNICIPAL RATE SCHEDULE 2026

Practice Leader	\$278.00 per hour
Department Manager	\$270.00 per hour
Senior Engineer (PE)	\$251.00 per hour
Project Engineer (PE)	\$169.00 per hour
Graduate Engineer	\$131.00 per hour
Senior Designer	\$161.00 per hour
Designer	\$106.00 per hour
Senior Assistant	\$130.00 per hour
Administrative Assistant	\$106.00 per hour



OKLAHOMA FACILITIES RATE SCHEDULE 2026

Practice Leader	\$276.00 per hour
Department Manager	\$252.00 per hour
Senior Engineer (PE)	\$243.00 per hour
Team Leader	\$227.00 per hour
Project Engineer (PE)	\$190.00 per hour
Graduate Engineer	\$142.00 per hour
Senior Designer	\$175.00 per hour
Designer	\$125.00 per hour
Design Technician	\$100.00 per hour
Technician	\$91.00 per hour
Senior Assistant	\$130.00 per hour
Administrative Assistant	\$106.00 per hour

File Attachments for Item:

16. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2526-71: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND COWAN GROUP ENGINEERING, L.L.C., FOR ON-CALL ENGINEERING AND SURVEYING SERVICES ON AN AS-NEEDED BASIS



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/27/2026

REQUESTER: Peter Wolbach

PRESENTER: Peter Wolbach, Staff Engineer - Utilities

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2526-71: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND COWAN GROUP ENGINEERING, L.L.C., FOR ON-CALL ENGINEERING AND SURVEYING SERVICES ON AN AS-NEEDED BASIS

BACKGROUND:

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Funding for work performed under these contracts will be drawn from the respective project accounts or department budgets and charged at the hourly rates identified in the contract on an as-needed basis. Upon approval of the contracts, staff will select a firm based on availability, relevant experience, and ability to perform the work in a timely manner.

RECOMMENDATION:

Staff recommends that the City of Norman, Norman Municipal Authority, and Norman Utilities Authority approve Contract K-2526-71 with Cowan Group Engineering, L.L.C., to provide On-Call Engineering and Surveying Services on an as-needed basis.

AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES

This Agreement is made between the City of Norman/Norman Utilities Authority/Norman Municipal Authority (“Owner”) and Cowan Group Engineering, LLC (“Contractor”) (Owner and Contractor each individually a “Party” and collectively the “Parties”).

WITNESSETH

WHEREAS, the Owner requires registered engineers and qualified surveyors to perform related professional services (“Services”) in connection with miscellaneous City projects from time to time; and

WHEREAS, the Owner and Contractor wish to enter into an agreement governing the terms and conditions under which Contractor may supply Services, to the extent mutually agreed by the Parties from time to time; and

NOW THEREFORE, in consideration of the promises contained in this Agreement, the Parties, on the date last executed below (the “Effective Date”), agree as follows:

ARTICLE 1 - TERM OF AGREEMENT

The parties desire to enter into a three-year Agreement to secure certain benefits to the contract that would not otherwise be attainable if a multi-year Agreement were not available. Accordingly, it is the expressed intent of the Owner, upon completion of the initial three-year term, to renew the obligations of this contract for two additional one-year terms (maximum contract length of five years), subject to an annual appropriation of funds by the Owner to fund its obligations under this Agreement and subject to Article 11 herein. However, it is also recognized that the Owner can only contract for obligations that occur during a particular fiscal year. To the extent the Owner’s obligations are not funded for any fiscal year during the term of this Agreement, then the portion of the Agreement covering the fiscal year where the Owner’s obligations are unfunded shall be void and unenforceable as to both parties.

ARTICLE 2 –CONTRACTOR’S RESPONSIBILITIES

- 2.1 The standard of care for all Contractor’s Services under this Agreement will be the care and skill ordinarily used by members of Contractor’s profession practicing under similar circumstances at the same time and in the same locality. Contractor shall correct the Services that fail to satisfy this standard of care.
- 2.2 The Contractor shall comply with all existing and future federal, state and local laws, rules and regulations including, but not limited to, those pertaining to collusion and equal employment opportunity.
- 2.3 The Contractor’s duties and assurances pursuant to Articles 6 and 7 shall survive completion, suspension, or termination, for any reason, of this Agreement.

ARTICLE 3 - WORK ORDERS FOR SERVICES TO BE PERFORMED BY CONTRACTOR

- 3.1. Work Orders: The Parties may mutually agree to engage the Services of Contractor for individual Projects by executing one or more Work Orders in the form of EXHIBIT A, pursuant to which project-by-project contract amounts and project timelines will be identified and expressly agreed to. The Work Order shall contain the scope, schedule, and estimate of cost of Contractor’s Services for each project. The Work Order shall also identify the applicable City of Norman Department for which Services are being rendered with each Party’s respective project manager, phone, and email.

- 3.2. Compensation for Services: Contractor's rates for Services for each Work Order shall not exceed those attached hereto as EXHIBIT B, for completion of Services for each Project. Subject to mutual agreement of the Parties, rates contained in EXHIBIT B may be adjusted, no more often than annually, by amendment of this Agreement, in an amount not to exceed that reported for The Consumer Price Index for All Urban Consumers (CPI-U) for the South by the Bureau of Labor Statistics, U.S. Department of Labor.
- 3.3. Method of Payment: Unless otherwise provided in a Work Order, Contractor shall submit separate, detailed monthly invoices for Services provided pursuant to each Work Order. Owner shall pay invoices within thirty (30) days of receipt.

ARTICLE 4 - OWNER'S RESPONSIBILITIES

- 4.1. OWNER-Furnished Data: Owner will provide to Contractor all available, requested electronic data in Owner's possession relating to Contractor's Services on the Project, which may be available from the Owner's various departments relative to utilities as-builts, operations records, parcels, and any other such data necessary. Contractor may reasonably rely upon the accuracy, timeliness, and completeness of the information provided by Owner.
- 4.2. Access to Facilities and Property: Owner will make its facilities accessible to Contractor as required for Contractor's performance of its Services.
- 4.3. Timely Review: Owner will examine Contractor's studies, reports, sketches, drawings, specifications, proposals, and other documents and transmit Owner comments or other decisions to Contractor in a timely manner.
- 4.4. Advertisements, Permits, and Access: Unless otherwise mutually agreed to in a Work Order, Owner will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for Contractor's Services.

ARTICLE 5 – ASSIGNMENT

As this Agreement is professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Contractor to provide professional services to the Owner, the parties agree that the Contractor may not assign its obligations, rights or interest in this Agreement.

ARTICLE 6 - LIABILITY AND INDEMNIFICATION

- 6.1. General. Having considered the potential liabilities that may exist during the performance of the Services and in consideration of the promises contained in this Agreement, Owner and Contractor agree to allocate and limit such liabilities in accordance with this Article.
- 6.2. Indemnification. To the extent permitted by applicable law including the Constitution of the State of Oklahoma, Contractor and Owner each agree to defend, indemnify, and hold harmless the other, its officers, assigns, predecessors, agents, and employees from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its own negligent acts, errors, or omissions, or those of its authorized employees or agents. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Contractor and Owner, such liability shall be borne by each party in proportion to its own negligence.

- 6.3. Employee Claims. Contractor shall indemnify Owner against legal liability for damages arising out of claims by Contractor's employees. Owner shall indemnify Contractor against legal liability for damages arising out of claims by Owner's employees.
- 6.4. Unanticipated Hazardous Materials. In the event hazardous material or waste is encountered by Contractor during the course of performing its Services upon the Owner's property, and conditioned upon the fact that Owner did not previously advise Contractor of the existence thereof, then and in that event:
- a. Owner and Contractor acknowledge that the Work Order may be adjusted and compensation to Contractor may be increased as is reasonably necessary for Contractor to complete its Services.
 - b. If the discovery of hazardous substances requires Contractor to take immediate measures to protect health and safety, Contractor agrees to notify Owner immediately following such discovery. Owner agrees, subject to prior written authorization by Owner, to reimburse Contractor for reasonable costs of implementing immediate measures taken to protect health and safety
 - c. Owner shall indemnify, defend, and hold Contractor, its officers, directors, agents, servants, and employees harmless from any claim, demand, or action brought by any third party which is based upon unforeseeable or unavoidable injury or damage caused by said hazardous material or waste.

ARTICLE 7 - INSURANCE

During performance of the Services under this Agreement, Contractor shall maintain the following insurance, at a minimum:

- 7.1. Commercial General Liability (Combined Property Damage, Bodily Injury and Death): \$1,000,000 each occurrence; \$2,000,000 aggregate.
- 7.2. Automobile Liability (Combined Property Damage and Bodily Injury): \$1,000,000.
- 7.3. Workers Compensation for Contractor's employees as required by Oklahoma Statute.
- 7.4. Professional Liability (errors and omissions) insurance: \$2,000,000 aggregate.

Contractor shall furnish Owner certificates of insurance with provision that such insurance shall not be canceled, decreased, nor fail to be renewed without at least thirty (30) days written notice to Owner.

Contractor and Owner shall each require its insurance carriers to waive all rights of subrogation against the other, and its directors, officers, partners, commissioners, officials, agents, and employees for damages covered by any applicable General Liability insurance policies during and after the Services. A similar provision shall be incorporated into all contractual arrangements entered into by Owner and shall protect Owner and Contractor to the same extent.

ARTICLE 8 - LIMITATIONS OF RESPONSIBILITY

Unless specifically provided in a mutually agreed Work Order, Contractor shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety precautions, and programs in connection with any Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Contractor, to fulfill contractual responsibilities to the Owner or to comply with Federal, State or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction.

ARTICLE 9 - REUSE OF DOCUMENTS

At Owner's request, Contractor shall furnish Owner with deliverables and/or other data on electronic media. All documents, including but not limited to, drawings, specifications, and computer software prepared by Contractor pursuant to this Agreement are Instruments of Service in respect to the Project. Any further use or reuse by Owner or others for extension, modification, or expansion of this or any other Project, unless under direction of the Contractor, or specifically assigned to Contractor in a mutually agreeable Work Order, shall be without liability to the Contractor and paragraph 6.2 by the Owner shall be in full force and effect.

ARTICLE 10 - RECORDS AND ACCOUNTS

- 10.1. The Contractor will retain all pertinent records, documents and files (both electronic and paper) for a period of five (5) years beyond completion of each Project or termination of the Agreement for any reason. Said records shall include, but are not limited to, field notes, photographs and information, survey results, and any other materials produced, created, or accumulated in performing this Agreement that have not been submitted to the Owner subsequent to final completion of the Project. Owner may have access to such records during mutually agreeable normal business hours.
- 10.2. Such records shall also include its internal accounting records and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Agreement. The Contractor must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Contractor shall permit periodic audits by the Owner and the Owner's authorized representative. The periodic audits of the records in support of claims and invoices for the Agreement shall be performed at times and places mutually agreed upon by the Owner and Contractor. Agreement as to the time and place for audits may not be unreasonably withheld.

ARTICLE 11 - TERMINATION

- 11.1 Termination for Owner's convenience: Owner may terminate or suspend this Agreement, and/or any Work Order then in progress, in whole or in part, for Owner's convenience upon written notice to Contractor.
- 11.2 Payment for partial services rendered: Owner shall pay Contractor for all the Services performed up to date of the notice in the manner and amount set by each affected Work Order.
- 11.3 Obligation of Contractor upon termination: Upon receipt of the notice of termination or suspension of this Agreement, unless the notice directs otherwise, the Contractor shall (1) immediately discontinue all work and services affected; and (2) deliver to the Owner all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether complete or incomplete.

ARTICLE 12 - COMMUNICATIONS

Except as otherwise expressly provided herein, any notice herein required or permitted to be given shall be in writing and shall be deemed effective when delivered personally, by certified mail, return receipt requested, or by FedEx or other national overnight courier to the appropriate party at the address set forth below (or at such other address as may be designated by either party in a written notice sent in accordance with this Section):

CONTRACTOR: Cowan Group Engineering, LLC
Attn: Sean Fairbairn
7100 N Classen, Suite 500
Oklahoma City, OK 73116

OWNER: City Attorney's Office
201 West Gray Street
PO BOX 370
Norman, OK 73070

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

ARTICLE 13 – SCOPE AND CONSTRUCTION OF AGREEMENT

- 13.1. Scope and conflicts. This Agreement applies to and governs all Services provided under all Work Orders during the Term. This Agreement controls to the extent of any conflict with any Work Order or other document pertaining to Services. Without limitation of the other terms of this Agreement, any provisions in a Work Order or other document pertaining to Work that purport to or would have the effect of overriding, amending, modifying, or negating any terms of this Agreement relating to warranties, releases, indemnification, insurance, liabilities, or allocation of responsibility for risk or loss are null and void.
- 13.2. No obligation to request or accept Services or Work Orders. Nothing in this Agreement obligates Owner to request the Services of Contractor in connection with any Project or for Contractor to agree to perform Services.

ARTICLE 14 – GENERAL PROVISIONS

- 14.1. Entire agreement. This Agreement, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the Owner and the Contractor concerning the Agreement. Neither the Owner nor the Contractor has made or shall be bound by any agreement or any representation to the other concerning this Agreement which is not expressly set forth herein.
- 14.2. Severability. If any provision, clause, portion, or section of this Agreement is unenforceable, illegal, or invalid for any reason, or if any event renders any portion or provision of this Agreement void, such shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.
- 14.3. Successors and assigns. Owner and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

- 14.4. Governing law. 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 all actions arising hereunder 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.
- 14.5. Waiver. A waiver by either Owner or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- 14.6. Counterparts; facsimile signatures. This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. For purposes of this Agreement, a telecopy or scan of an executed counterpart shall constitute an original. Any party delivering an executed counterpart of this Agreement by telecopier or email shall also deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity of this Agreement.

[SIGNATURE PAGES FOLLOW]

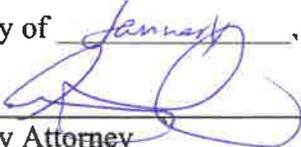
IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed this _____ day of _____, 2025.

**CITY OF NORMAN, OKLAHOMA
NORMAN UTILITIES AUTHORITY
NORMAN MUNICIPAL AUTHORITY
(CITY)**

By: _____
Mayor, City of Norman
Chairperson – Norman Utilities Authority
Chairperson – Norman Municipal Authority

Attest: _____
City Clerk – City of Norman
Secretary – Norman Utilities Authority
Secretary – Norman Municipal Authority

Reviewed as to form and legality this 22 day of January, 2025.



City Attorney

EXHIBIT A
WORK ORDER FORM

WORK ORDER NO. _____

This Work Order, dated the _____ day of _____, _____ (the “Effective Date”), between [the City of Norman/the Norman Utilities Authority/Norman Municipal Authority] (“City”) and Cowan Group Engineering, LLC (“Contractor”) (City and Contractor, together, the “Parties”), adopts and incorporates by reference the terms and conditions of the Agreement for On-Call Professional Services entered into on _____, (“Agreement”) by the Parties. Capitalized terms used by not defined in this Work Order shall have the meanings set out in the Agreement.

WHEREAS, pursuant to Section 3.1 of the Agreement, the Parties wish to enter into this Work Order for purposes of setting forth the rights and obligations regarding the provision of Services by Contractor for [description of project] hereinafter described as “Project” for purposes of this specific Work Order).

NOW THEREFORE, for good and valuable consideration contained herein, the exchange, receipt, and sufficiency of which are acknowledged, the parties agree as follows:

1. Scope of Services. Contractor shall perform those services set forth in Exhibit A attached hereto (“Services”).
2. Compensation and Payment. In consideration for the performance of Services under this Work Order, City shall pay to Contractor in an amount and manner as set forth in Exhibit B attached hereto.
3. Schedule. Contractor shall perform the Services in accordance with the schedule set forth in Exhibit C attached hereto.
4. Termination. The term of this Work Order shall commence on the “Effective Date” and end upon the completion of the Services unless otherwise terminated in accordance with the Agreement.
5. [Other Work Order-Specific Terms and Conditions]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the City has caused this Work Order No. _____ to be duly executed this _____ day of _____, 202__.

**[CITY OF NORMAN, OKLAHOMA
NORMAN UTILITIES AUTHORITY
NORMAN MUNICIPAL AUTHORITY]
(CITY)**

By: _____
[Mayor, City of Norman
Chairperson – Norman Utilities Authority
Chairperson – Norman Municipal Authority
City Manager]

Attest: _____
[City Clerk – City of Norman
Secretary – Norman Utilities Authority
Secretary – Norman Municipal Authority]

Reviewed as to form and legality this _____ day of _____, 202__.

City Attorney

EXHIBIT B
COMPENSATION



ENGINEERING SERVICES 2026 Rate Schedule

SERVICES

Principal	\$319.00
Associate.....	\$289.00
Client Manager.....	\$264.00
Team Lead.....	\$253.00
Project Manager II.....	\$231.00
Project Manager I.....	\$222.00
Project Engineer III.....	\$215.00
Project Engineer II.....	\$197.00
Project Engineer I.....	\$184.00
Engineer Level II	\$169.00
Engineer Level I	\$157.00
Engineering Technician IV	\$176.00
Engineering Technician III.....	\$165.00
Engineering Technician II.....	\$150.00
Engineering Technician I.....	\$134.00
CAD Technician I	\$110.00
GIS Technician I.....	\$94.00
Administrative.....	\$134.00
Clerical	\$96.00
Intern.....	\$65.00

EXPENSES

Xerox Copies Letter or Legal.....	\$0.15 per copy
Xerox Copies Ledger	\$0.25 per copy
Plot Prints.....	\$0.75 per S.F.
Color/Mylar Plot Prints	\$1.75 per S.F.
Mileage.....	IRS Allowable

The rates and expenses described may be revised annually.



LAND SURVEY SERVICES 2026 Rate Schedule

SERVICES

Principal	\$319.00
Survey Manager.....	\$229.00
Professional Land Surveyor II	\$210.00
Professional Land Surveyor I	\$184.00
Survey Field Manager	\$165.00
Survey Crew - Scanner	\$356.00
Survey Technician III.....	\$176.00
Survey Technician II.....	\$165.00
Survey Technician I.....	\$94.00
CAD Technician III	\$131.00
CAD Technician II	\$120.00
CAD Technician I	\$110.00
GIS Technician I.....	\$94.00
Administrative.....	\$134.00
Clerical	\$96.00
Intern.....	\$65.00

EXPENSES

Xerox Copies Letter or Legal.....	\$0.15 per copy
Xerox Copies Ledger	\$0.25 per copy
Plot Prints.....	\$0.75 per S.F.
Color/Mylar Plot Prints	\$1.75 per S.F.
Mileage.....	IRS Allowable

The rates and expenses described may be revised annually.



CONSTRUCTION ENGINEERING SERVICES 2026 Rate Schedule

SERVICES

Principal	\$319.00
Associate.....	\$289.00
Client Manager.....	\$264.00
Team Lead	\$253.00
Project Manager II.....	\$231.00
Project Manager I.....	\$222.00
Construction Engineer.....	\$235.00
Construction Manager.....	\$190.00
Resident Project Representative III.....	\$135.00
Resident Project Representative II.....	\$115.00
Resident Project Representative I.....	\$95.00
Administrative.....	\$134.00
Clerical	\$96.00
Intern.....	\$65.00

EXPENSES

Xerox Copies Letter or Legal.....	\$0.15 per copy
Xerox Copies Ledger	\$0.25 per copy
Plot Prints.....	\$0.75 per S.F.
Color/Mylar Plot Prints	\$1.75 per S.F.
Mileage.....	IRS Allowable

The rates and expenses described may be revised annually.



CERTIFICATE OF LIABILITY INSURANCE

DATE 10 Item 16.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Insurance Center Agency, Inc. 5600 N May Ave Ste 300 Oklahoma City OK 73112		CONTACT NAME: Alex Bryan PHONE (A/C No, Ext): (405) 843-0793 FAX (A/C, No): (405) 843-3208 E-MAIL ADDRESS: alex@ticokc.com	
INSURED COWAN GROUP ENGINEERING LLC 7100 N Classen, Ste: 500 OKLAHOMA CITY OK 73116		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company NAIC # 20443 INSURER B: Continental Ins Co. 35289 INSURER C: Great American Ins. Co. INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 25/26 Certificate **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			4031461078	03/01/2025	03/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned			6021433371	03/01/2025	03/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4031463610	03/01/2025	03/01/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4031461212	03/01/2025	03/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	E&O Professional Liability Claims Made: Retro Date 3-16-2012			DPPE438726	04/16/2025	04/16/2026	Each Claim/Aggregate 2,000,000 Each Deductible 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RFQ 2425-45 On-Call Contract Survey & Engineering
 City of Norman is an additional insured.

CERTIFICATE HOLDER City of Norman City of Norman Utilities Authority 225 N Webster Ave Norman OK 73069	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

File Attachments for Item:

17. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-72: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY, NORMAN UTILITIES AUTHORITY, AND FREESE AND NICHOLS, INC., FOR ON-CALL ARCHITECTURAL SERVICES ON AN AS-NEEDED BASIS. (City)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/27/2026

REQUESTER: Peter Wolbach

PRESENTER: Peter Wolbach, Staff Engineer - Utilities

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-72: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY, NORMAN UTILITIES AUTHORITY, AND FREESE AND NICHOLS, INC., FOR ON-CALL ARCHITECTURAL SERVICES ON AN AS-NEEDED BASIS. (City)

BACKGROUND:

Several departments within the City of Norman utilize consultants for various projects necessary to provide reliable services to our citizens and customers. Frequently, consultants for a specific project are selected utilizing a request for proposal specific to the particular project. However, on-call professional service contracts allow staff to expedite the use of consulting services and ensure timely completion of required improvements.

DISCUSSION:

Staff issued Request for Qualifications RFQ-2425-45 to numerous firms providing right-of-way, engineering, surveying, architectural, and environmental services during Fiscal Year 2025. Qualifications were submitted by multiple firms, each identifying the categories of service for which they requested consideration.

Each proposal was independently reviewed and scored by staff from the Parks and Recreation, Public Works, and Utilities Departments, including Tim Miles, Nathan Madenwald, Paul D'Andrea, James Briggs, and Peter Wolbach. Rankings were determined according to the evaluation criteria outlined within the Request for Qualifications.

All reviewers agreed upon the top-ranked firms in each service category based on experience, qualifications, and demonstrated ability to perform the required work. Contracts were then prepared and issued for review, approval, and execution by the selected firms.

Funding for work performed under these contracts will be drawn from the respective project accounts or department budgets and charged at the hourly rates identified in the contract on an as-needed basis. Upon approval of the contracts, staff will select a firm based on availability, relevant experience, and ability to perform the work in a timely manner.

RECOMMENDATION:

Staff recommends that the City of Norman, Norman Municipal Authority, and Norman Utilities Authority approve Contract K-2526-72 with Freese and Nichols, Inc., to provide On-Call Architectural Services on an as-needed basis.

AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES

This Agreement is made between the City of Norman/Norman Utilities Authority/Norman Municipal Authority (“Owner”) and Freese and Nichols, Inc. (“Contractor”) (Owner and Contractor each individually a “Party” and collectively the “Parties”).

WITNESSETH

WHEREAS, the Owner requires a qualified architect to perform professional architectural services (“Services”) in connection with miscellaneous City projects from time to time; and

WHEREAS, the Owner and Contractor wish to enter into an agreement governing the terms and conditions under which Contractor may supply Services, to the extent mutually agreed by the Parties from time to time; and

NOW THEREFORE, in consideration of the promises contained in this Agreement, the Parties, on the date last executed below (the “Effective Date”), agree as follows:

ARTICLE 1 - TERM OF AGREEMENT

The parties desire to enter into a three-year Agreement to secure certain benefits to the contract that would not otherwise be attainable if a multi-year Agreement were not available. Accordingly, it is the expressed intent of the Owner, upon completion of the initial three-year term, to renew the obligations of this contract for two additional one-year terms (maximum contract length of five years), subject to an annual appropriation of funds by the Owner to fund its obligations under this Agreement and subject to Article 11 herein. However, it is also recognized that the Owner can only contract for obligations that occur during a particular fiscal year. To the extent the Owner’s obligations are not funded for any fiscal year during the term of this Agreement, then the portion of the Agreement covering the fiscal year where the Owner’s obligations are unfunded shall be void and unenforceable as to both parties.

ARTICLE 2 –CONTRACTOR’S RESPONSIBILITIES

- 2.1 The standard of care for all Contractor’s Services under this Agreement will be the care and skill ordinarily used by members of Contractor’s profession practicing under similar circumstances at the same time and in the same locality. Contractor shall correct the Services that fail to satisfy this standard of care.
- 2.2 The Contractor shall comply with all existing and future federal, state and local laws, rules and regulations including, but not limited to, those pertaining to collusion and equal employment opportunity.
- 2.3 The Contractor’s duties and assurances pursuant to Articles 6 and 7 shall survive completion, suspension, or termination, for any reason, of this Agreement.

ARTICLE 3 - WORK ORDERS FOR SERVICES TO BE PERFORMED BY CONTRACTOR

- 3.1. Work Orders: The Parties may mutually agree to engage the Services of Contractor for individual Projects by executing one or more Work Orders in the form of EXHIBIT A, pursuant to which project-by-project contract amounts and project timelines will be identified and expressly agreed to. The Work Order shall contain the scope, schedule, and estimate of cost of Contractor’s Services for each project. The Work Order shall also identify the applicable City of Norman Department for which Services are being rendered with each Party’s respective project manager, phone, and email.

- 3.2. Compensation for Services: Contractor's rates for Services for each Work Order shall not exceed those attached hereto as EXHIBIT B, for completion of Services for each Project. Subject to mutual agreement of the Parties, rates contained in EXHIBIT B may be adjusted, no more often than annually, by amendment of this Agreement, in an amount not to exceed that reported for The Consumer Price Index for All Urban Consumers (CPI-U) for the South by the Bureau of Labor Statistics, U.S. Department of Labor.
- 3.3. Method of Payment: Unless otherwise provided in a Work Order, Contractor shall submit separate, detailed monthly invoices for Services provided pursuant to each Work Order. Owner shall pay invoices within thirty (30) days of receipt.

ARTICLE 4 - OWNER'S RESPONSIBILITIES

- 4.1. OWNER-Furnished Data: Owner will provide to Contractor all available, requested electronic data in Owner's possession relating to Contractor's Services on the Project, which may be available from the Owner's various departments relative to utilities as-builts, operations records, parcels, and any other such data necessary. Contractor may reasonably rely upon the accuracy, timeliness, and completeness of the information provided by Owner.
- 4.2. Access to Facilities and Property: Owner will make its facilities accessible to Contractor as required for Contractor's performance of its Services.
- 4.3. Timely Review: Owner will examine Contractor's studies, reports, sketches, drawings, specifications, proposals, and other documents and transmit Owner comments or other decisions to Contractor in a timely manner.
- 4.4. Advertisements, Permits, and Access: Unless otherwise mutually agreed to in a Work Order, Owner will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for Contractor's Services.

ARTICLE 5 – ASSIGNMENT

As this Agreement is professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Contractor to provide professional services to the Owner, the parties agree that the Contractor may not assign its obligations, rights or interest in this Agreement.

ARTICLE 6 - LIABILITY AND INDEMNIFICATION

- 6.1. General. Having considered the potential liabilities that may exist during the performance of the Services and in consideration of the promises contained in this Agreement, Owner and Contractor agree to allocate and limit such liabilities in accordance with this Article.
- 6.2. Indemnification. To the extent permitted by applicable law including the Constitution of the State of Oklahoma, Contractor and Owner each agree to defend, indemnify, and hold harmless the other, its officers, assigns, predecessors, agents, and employees from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its own negligent acts, errors, or omissions, or those of its authorized employees or agents. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Contractor and Owner, such liability shall be borne by each party in proportion to its own negligence.

- 6.3. Employee Claims. Contractor shall indemnify Owner against legal liability for damages arising out of claims by Contractor's employees. Owner shall indemnify Contractor against legal liability for damages arising out of claims by Owner's employees.
- 6.4. Unanticipated Hazardous Materials. In the event hazardous material or waste is encountered by Contractor during the course of performing its Services upon the Owner's property, and conditioned upon the fact that Owner did not previously advise Contractor of the existence thereof, then and in that event:
- a. Owner and Contractor acknowledge that the Work Order may be adjusted and compensation to Contractor may be increased as is reasonably necessary for Contractor to complete its Services.
 - b. If the discovery of hazardous substances requires Contractor to take immediate measures to protect health and safety, Contractor agrees to notify Owner immediately following such discovery. Owner agrees, subject to prior written authorization by Owner, to reimburse Contractor for reasonable costs of implementing immediate measures taken to protect health and safety
 - c. Owner shall indemnify, defend, and hold Contractor, its officers, directors, agents, servants, and employees harmless from any claim, demand, or action brought by any third party which is based upon unforeseeable or unavoidable injury or damage caused by said hazardous material or waste.

ARTICLE 7 - INSURANCE

During performance of the Services under this Agreement, Contractor shall maintain the following insurance, at a minimum:

- 7.1. Commercial General Liability (Combined Property Damage, Bodily Injury and Death): \$1,000,000 each occurrence; \$2,000,000 aggregate.
- 7.2. Automobile Liability (Combined Property Damage and Bodily Injury): \$1,000,000.
- 7.3. Workers Compensation for Contractor's employees as required by Oklahoma Statute.
- 7.4. Professional Liability (errors and omissions) insurance: \$2,000,000 aggregate.

Contractor shall furnish Owner certificates of insurance with provision that such insurance shall not be canceled, decreased, nor fail to be renewed without at least thirty (30) days written notice to Owner.

Contractor and Owner shall each require its insurance carriers to waive all rights of subrogation against the other, and its directors, officers, partners, commissioners, officials, agents, and employees for damages covered by any applicable General Liability insurance policies during and after the Services. A similar provision shall be incorporated into all contractual arrangements entered into by Owner and shall protect Owner and Contractor to the same extent.

ARTICLE 8 - LIMITATIONS OF RESPONSIBILITY

Unless specifically provided in a mutually agreed Work Order, Contractor shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety precautions, and programs in connection with any Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Contractor, to fulfill contractual responsibilities to the Owner or to comply with Federal, State or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction.

ARTICLE 9 - REUSE OF DOCUMENTS

At Owner's request, Contractor shall furnish Owner with deliverables and/or other data on electronic media. All documents, including but not limited to, drawings, specifications, and computer software prepared by Contractor pursuant to this Agreement are Instruments of Service in respect to the Project. Any further use or reuse by Owner or others for extension, modification, or expansion of this or any other Project, unless under direction of the Contractor, or specifically assigned to Contractor in a mutually agreeable Work Order, shall be without liability to the Contractor and paragraph 6.2 by the Owner shall be in full force and effect.

ARTICLE 10 - RECORDS AND ACCOUNTS

- 10.1. The Contractor will retain all pertinent records, documents and files (both electronic and paper) for a period of five (5) years beyond completion of each Project or termination of the Agreement for any reason. Said records shall include, but are not limited to, field notes, photographs and information, survey results, and any other materials produced, created, or accumulated in performing this Agreement that have not been submitted to the Owner subsequent to final completion of the Project. Owner may have access to such records during mutually agreeable normal business hours.
- 10.2. Such records shall also include its internal accounting records and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Agreement. The Contractor must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Contractor shall permit periodic audits by the Owner and the Owner's authorized representative. The periodic audits of the records in support of claims and invoices for the Agreement shall be performed at times and places mutually agreed upon by the Owner and Contractor. Agreement as to the time and place for audits may not be unreasonably withheld.

ARTICLE 11 - TERMINATION

11.1 Termination for Owner's convenience: Owner may terminate or suspend this Agreement, and/or any Work Order then in progress, in whole or in part, for Owner's convenience upon written notice to Contractor.

11.2 Payment for partial services rendered: Owner shall pay Contractor for all the Services performed up to date of the notice in the manner and amount set by each affected Work Order.

11.3 Obligation of Contractor upon termination: Upon receipt of the notice of termination or suspension of this Agreement, unless the notice directs otherwise, the Contractor shall (1) immediately discontinue all work and services affected; and (2) deliver to the Owner all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether complete or incomplete.

ARTICLE 12 - COMMUNICATIONS

Except as otherwise expressly provided herein, any notice herein required or permitted to be given shall be in writing and shall be deemed effective when delivered personally, by certified mail, return receipt requested, or by FedEx or other national overnight courier to the appropriate party at the address set forth below (or at such other address as may be designated by either party in a written notice sent in accordance with this Section):

CONTRACTOR: Freese and Nichols, Inc.
Attn: Clay Herndon
3600 NW 138th Street, Suite 202
Oklahoma City, OK 73134

OWNER: City Attorney's Office
201 West Gray Street
PO BOX 370
Norman, OK 73070

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

ARTICLE 13 – SCOPE AND CONSTRUCTION OF AGREEMENT

- 13.1. Scope and conflicts. This Agreement applies to and governs all Services provided under all Work Orders during the Term. This Agreement controls to the extent of any conflict with any Work Order or other document pertaining to Services. Without limitation of the other terms of this Agreement, any provisions in a Work Order or other document pertaining to Work that purport to or would have the effect of overriding, amending, modifying, or negating any terms of this Agreement relating to warranties, releases, indemnification, insurance, liabilities, or allocation of responsibility for risk or loss are null and void.
- 13.2. No obligation to request or accept Services or Work Orders. Nothing in this Agreement obligates Owner to request the Services of Contractor in connection with any Project or for Contractor to agree to perform Services.

ARTICLE 14 – GENERAL PROVISIONS

- 14.1. Entire agreement. This Agreement, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the Owner and the Contractor concerning the Agreement. Neither the Owner nor the Contractor has made or shall be bound by any agreement or any representation to the other concerning this Agreement which is not expressly set forth herein.
- 14.2. Severability. If any provision, clause, portion, or section of this Agreement is unenforceable, illegal, or invalid for any reason, or if any event renders any portion or provision of this Agreement void, such shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.
- 14.3. Successors and assigns. Owner and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

- 14.4. Governing law. 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 all actions arising hereunder 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.
- 14.5. Waiver. A waiver by either Owner or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- 14.6. Counterparts; facsimile signatures. This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. For purposes of this Agreement, a telecopy or scan of an executed counterpart shall constitute an original. Any party delivering an executed counterpart of this Agreement by telecopier or email shall also deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity of this Agreement.

[SIGNATURE PAGES FOLLOW]

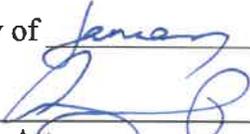
IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed this _____ day of _____, 2025.

**CITY OF NORMAN, OKLAHOMA
NORMAN UTILITIES AUTHORITY
NORMAN MUNICIPAL AUTHORITY
(CITY)**

By: _____
Mayor, City of Norman
Chairperson – Norman Utilities Authority
Chairperson – Norman Municipal Authority

Attest: _____
City Clerk – City of Norman
Secretary – Norman Utilities Authority
Secretary – Norman Municipal Authority

Reviewed as to form and legality this 22 day of January, 2025.



City Attorney

EXHIBIT A
WORK ORDER FORM

WORK ORDER NO. _____

This Work Order, dated the _____ day of _____, _____ (the “Effective Date”), between [the City of Norman/the Norman Utilities Authority/Norman Municipal Authority] (“City”) and Freese and Nichols, Inc. (“Contractor”) (City and Contractor, together, the “Parties”), adopts and incorporates by reference the terms and conditions of the Agreement for On-Call Professional Services entered into on _____, (“Agreement”) by the Parties. Capitalized terms used by not defined in this Work Order shall have the meanings set out in the Agreement.

WHEREAS, pursuant to Section 3.1 of the Agreement, the Parties wish to enter into this Work Order for purposes of setting forth the rights and obligations regarding the provision of Services by Contractor for [description of project] hereinafter described as “Project” for purposes of this specific Work Order).

NOW THEREFORE, for good and valuable consideration contained herein, the exchange, receipt, and sufficiency of which are acknowledged, the parties agree as follows:

1. Scope of Services. Contractor shall perform those services set forth in Exhibit A attached hereto (“Services”).
2. Compensation and Payment. In consideration for the performance of Services under this Work Order, City shall pay to Contractor in an amount and manner as set forth in Exhibit B attached hereto.
3. Schedule. Contractor shall perform the Services in accordance with the schedule set forth in Exhibit C attached hereto.
4. Termination. The term of this Work Order shall commence on the “Effective Date” and end upon the completion of the Services unless otherwise terminated in accordance with the Agreement.
5. [Other Work Order-Specific Terms and Conditions]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the City has caused this Work Order No. _____ to be duly executed this _____ day of _____, 202__.

**[CITY OF NORMAN, OKLAHOMA
NORMAN UTILITIES AUTHORITY
NORMAN MUNICIPAL AUTHORITY]
(CITY)**

By: _____
[Mayor, City of Norman
Chairperson – Norman Utilities Authority
Chairperson – Norman Municipal Authority
City Manager]

Attest: _____
[City Clerk – City of Norman
Secretary – Norman Utilities Authority
Secretary – Norman Municipal Authority]

Reviewed as to form and legality this _____ day of _____, 202__.

City Attorney

EXHIBIT B
COMPENSATION

<u>Position</u>	<u>Hourly Rate</u>	
	<u>Min</u>	<u>Max</u>
Professional 1	96	184
Professional 2	113	191
Professional 3	139	292
Professional 4	152	350
Professional 5	202	364
Professional 6	228	427
Construction Manager 1	106	160
Construction Manager 2	119	195
Construction Manager 3	156	201
Construction Manager 4	165	250
Construction Manager 5	202	305
Construction Manager 6	271	364
Construction Representative 1	86	104
Construction Representative 2	96	122
Construction Representative 3	103	184
Construction Representative 4	132	195
CAD Technician/Designer 1	70	125
CAD Technician/Designer 2	99	198
CAD Technician/Designer 3	132	233
Corporate Project Support 1	73	160
Corporate Project Support 2	80	236
Corporate Project Support 3	99	344
Intern / Coop	53	94
Senior Advisor	175	175

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	Valve Crew Vehicle (hour) \$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each) \$500
	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
<u>Teach Charges</u>	Bond	\$0.25	\$0.75	Microscope (each) \$150
8.50 per hour	Glossy / Mylar	\$0.75	\$1.25	Ultrasonic Thickness Guage (per day) \$275
	Vinyl / Adhesive	\$1.50	\$2.00	Coating Inspection Kit (per day) \$275
	Mounting (per sq. ft.)	\$2.00		Flushing / Cfactor (each) \$500
	Binding (per binding)	\$0.25		Backpack Electrofisher (each) \$1,000
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

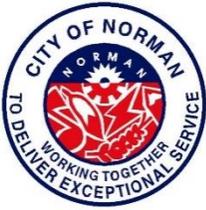
OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated February 2025.

File Attachments for Item:

18. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-73: BY AND BETWEEN THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND GARVER, L.L.C., FOR ON-CALL ENGINEERING AND ENVIRONMENTAL SERVICES ON AN AS-NEEDED BASIS. (City)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/27/2026

REQUESTER: Peter Wolbach

PRESENTER: Peter Wolbach, Staff Engineer - Utilities

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-73: BY AND BETWEEN THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND GARVER, L.L.C., FOR ON-CALL ENGINEERING AND ENVIRONMENTAL SERVICES ON AN AS-NEEDED BASIS. (City)

BACKGROUND:

Several departments within the City of Norman utilize consultants for various projects necessary to provide reliable services to our citizens and customers. Frequently, consultants for a specific project are selected utilizing a request for proposal specific to the particular project. However, on-call professional service contracts allow staff to expedite the use of consulting services and ensure timely completion of required improvements.

DISCUSSION:

Staff issued Request for Qualifications RFQ-2425-45 to numerous firms providing right-of-way, engineering, surveying, architectural, and environmental services during Fiscal Year 2025. Qualifications were submitted by multiple firms, each identifying the categories of service for which they requested consideration.

Each proposal was independently reviewed and scored by staff from the Parks and Recreation, Public Works, and Utilities Departments, including Tim Miles, Nathan Madenwald, Paul D'Andrea, James Briggs, and Peter Wolbach. Rankings were determined according to the evaluation criteria outlined within the Request for Qualifications.

All reviewers agreed upon the top-ranked firms in each service category based on experience, qualifications, and demonstrated ability to perform the required work. Contracts were then prepared and issued for review, approval, and execution by the selected firms.

Funding for work performed under these contracts will be drawn from the respective project accounts or department budgets and charged at the hourly rates identified in the contract on an as-needed basis. Upon approval of the contracts, staff will select a firm based on availability, relevant experience, and ability to perform the work in a timely manner.

RECOMMENDATION:

Staff recommends that the City of Norman, Norman Municipal Authority, and Norman Utilities Authority approve Contract K-2526-73 with Garver, L.L.C., to provide On-Call Engineering and Environmental Services on an as-needed basis.

AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES

This Agreement is made between the City of Norman/Norman Utilities Authority/Norman Municipal Authority (“Owner”) and Garver, LLC (“Contractor”) (Owner and Contractor each individually a “Party” and collectively the “Parties”).

WITNESSETH

WHEREAS, the Owner requires registered engineers and qualified environmental consultants to perform relevant professional services (“Services”) in connection with miscellaneous City projects from time to time; and

WHEREAS, the Owner and Contractor wish to enter into an agreement governing the terms and conditions under which Contractor may supply Services, to the extent mutually agreed by the Parties from time to time; and

NOW THEREFORE, in consideration of the promises contained in this Agreement, the Parties, on the date last executed below (the “Effective Date”), agree as follows:

ARTICLE 1 - TERM OF AGREEMENT

The parties desire to enter into a three-year Agreement to secure certain benefits to the contract that would not otherwise be attainable if a multi-year Agreement were not available. Accordingly, it is the expressed intent of the Owner, upon completion of the initial three-year term, to renew the obligations of this contract for two additional one-year terms (maximum contract length of five years), subject to an annual appropriation of funds by the Owner to fund its obligations under this Agreement and subject to Article 11 herein. However, it is also recognized that the Owner can only contract for obligations that occur during a particular fiscal year. To the extent the Owner’s obligations are not funded for any fiscal year during the term of this Agreement, then the portion of the Agreement covering the fiscal year where the Owner’s obligations are unfunded shall be void and unenforceable as to both parties.

ARTICLE 2 –CONTRACTOR’S RESPONSIBILITIES

- 2.1 The standard of care for all Contractor’s Services under this Agreement will be the care and skill ordinarily used by members of Contractor’s profession practicing under similar circumstances at the same time and in the same locality. Contractor shall correct the Services that fail to satisfy this standard of care.
- 2.2 The Contractor shall comply with all existing and future federal, state and local laws, rules and regulations including, but not limited to, those pertaining to collusion and equal employment opportunity.
- 2.3 The Contractor’s duties and assurances pursuant to Articles 6 and 7 shall survive completion, suspension, or termination, for any reason, of this Agreement.

ARTICLE 3 - WORK ORDERS FOR SERVICES TO BE PERFORMED BY CONTRACTOR

- 3.1. Work Orders: The Parties may mutually agree to engage the Services of Contractor for individual Projects by executing one or more Work Orders in the form of EXHIBIT A, pursuant to which project-by-project contract amounts and project timelines will be identified and expressly agreed to. The Work Order shall contain the scope, schedule, and estimate of cost of Contractor’s Services for each project. The Work Order shall also identify the applicable City of Norman Department for which Services are being rendered with each Party’s respective project manager, phone, and email.

- 3.2. Compensation for Services: Contractor's rates for Services for each Work Order shall not exceed those attached hereto as EXHIBIT B, for completion of Services for each Project. Subject to mutual agreement of the Parties, rates contained in EXHIBIT B may be adjusted, no more often than annually, by amendment of this Agreement, in an amount not to exceed that reported for The Consumer Price Index for All Urban Consumers (CPI-U) for the South by the Bureau of Labor Statistics, U.S. Department of Labor.
- 3.3. Method of Payment: Unless otherwise provided in a Work Order, Contractor shall submit separate, detailed monthly invoices for Services provided pursuant to each Work Order. Owner shall pay invoices within thirty (30) days of receipt.

ARTICLE 4 - OWNER'S RESPONSIBILITIES

- 4.1. OWNER-Furnished Data: Owner will provide to Contractor all available, requested electronic data in Owner's possession relating to Contractor's Services on the Project, which may be available from the Owner's various departments relative to utilities as-builts, operations records, parcels, and any other such data necessary. Contractor may reasonably rely upon the accuracy, timeliness, and completeness of the information provided by Owner.
- 4.2. Access to Facilities and Property: Owner will make its facilities accessible to Contractor as required for Contractor's performance of its Services.
- 4.3. Timely Review: Owner will examine Contractor's studies, reports, sketches, drawings, specifications, proposals, and other documents and transmit Owner comments or other decisions to Contractor in a timely manner.
- 4.4. Advertisements, Permits, and Access: Unless otherwise mutually agreed to in a Work Order, Owner will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for Contractor's Services.

ARTICLE 5 – ASSIGNMENT

As this Agreement is professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Contractor to provide professional services to the Owner, the parties agree that the Contractor may not assign its obligations, rights or interest in this Agreement.

ARTICLE 6 - LIABILITY AND INDEMNIFICATION

- 6.1. General. Having considered the potential liabilities that may exist during the performance of the Services and in consideration of the promises contained in this Agreement, Owner and Contractor agree to allocate and limit such liabilities in accordance with this Article.
- 6.2. Indemnification. To the extent permitted by applicable law including the Constitution of the State of Oklahoma, Contractor and Owner each agree to defend, indemnify, and hold harmless the other, its officers, assigns, predecessors, agents, and employees from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its own negligent acts, errors, or omissions, or those of its authorized employees or agents. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Contractor and Owner, such liability shall be borne by each party in proportion to its own negligence.

- 6.3. Employee Claims. Contractor shall indemnify Owner against legal liability for damages arising out of claims by Contractor's employees. Owner shall indemnify Contractor against legal liability for damages arising out of claims by Owner's employees.
- 6.4. Consequential Damages. Notwithstanding anything in this Agreement to the contrary, and to the fullest extent permitted by law, neither Party (including its personnel) shall be liable to the other for any special, indirect, or consequential damages of any kind, regardless of the cause of action.
- 6.5. Unanticipated Hazardous Materials. In the event hazardous material or waste is encountered by Contractor during the course of performing its Services upon the Owner's property, and conditioned upon the fact that Owner did not previously advise Contractor in writing of the existence thereof, then and in that event:
- a. Owner and Contractor acknowledge that the Work Order may be adjusted and compensation to Contractor may be increased as is reasonably necessary for Contractor to complete its Services.
 - b. Consultant shall not assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any hazardous substances or waste.
 - c. Owner shall indemnify, defend, and hold Contractor, its officers, directors, agents, servants, and employees harmless from any claim, demand, or action brought by any third party which is based upon unforeseeable or unavoidable injury or damage caused by said hazardous material or waste.

ARTICLE 7 - INSURANCE

During performance of the Services under this Agreement, Contractor shall maintain the following insurance, at a minimum:

- 7.1. Commercial General Liability (Combined Property Damage, Bodily Injury and Death): \$1,000,000 each occurrence; \$2,000,000 aggregate.
- 7.2. Automobile Liability (Combined Property Damage and Bodily Injury): \$1,000,000.
- 7.3. Workers Compensation for Contractor's employees as required by Oklahoma Statute.
- 7.4. Professional Liability (errors and omissions) insurance: \$2,000,000 aggregate.

Contractor shall furnish Owner certificates of insurance with provision that such insurance shall not be canceled, decreased, nor fail to be renewed without at least thirty (30) days written notice to Owner.

Contractor and Owner shall each require its insurance carriers to waive all rights of subrogation against the other, and its directors, officers, partners, commissioners, officials, agents, and employees for damages covered by any applicable General Liability insurance policies during and after the Services. A similar provision shall be incorporated into all contractual arrangements entered into by Owner and shall protect Owner and Contractor to the same extent.

ARTICLE 8 - LIMITATIONS OF RESPONSIBILITY

Unless specifically provided in a mutually agreed Work Order, Contractor shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety precautions, and programs in connection with any Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Contractor, to fulfill contractual responsibilities to the Owner or to comply with Federal, State or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction.

ARTICLE 9 - REUSE OF DOCUMENTS

At Owner's request, Contractor shall furnish Owner with deliverables and/or other data on electronic

media. All documents, including but not limited to, drawings, specifications, and computer software prepared by Contractor pursuant to this Agreement are Instruments of Service in respect to the Project. Any further use or reuse by Owner or others for extension, modification, or expansion of this or any other Project, unless under direction of the Contractor, or specifically assigned to Contractor in a mutually agreeable Work Order, shall be without liability to the Contractor and paragraph 6.2 by the Owner shall be in full force and effect.

ARTICLE 10 - RECORDS AND ACCOUNTS

- 10.1. The Contractor will retain all pertinent records, documents and files (both electronic and paper) for a period of five (5) years beyond completion of each Project or termination of the Agreement for any reason. Said records shall include, but are not limited to, field notes, photographs and information, survey results, and any other materials produced, created, or accumulated in performing this Agreement that have not been submitted to the Owner subsequent to final completion of the Project. Owner may have access to such records during mutually agreeable normal business hours.
- 10.2. Such records shall also include its internal accounting records and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Agreement. The Contractor must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Contractor shall permit periodic audits by the Owner and the Owner's authorized representative. The periodic audits of the records in support of claims and invoices for the Agreement shall be performed at times and places mutually agreed upon by the Owner and Contractor. Agreement as to the time and place for audits may not be unreasonably withheld.

ARTICLE 11 – TERMINATION

- 11.1 Termination for Owner's convenience: Owner may terminate or suspend this Agreement, and/or any Work Order then in progress, in whole or in part, for Owner's convenience upon written notice to Contractor.
- 11.2 Payment for partial services rendered: Owner shall pay Contractor for all the Services performed up to date of the notice in the manner and amount set by each affected Work Order.
- 11.3 Obligation of Contractor upon termination: Upon receipt of the notice of termination or suspension of this Agreement, unless the notice directs otherwise, the Contractor shall (1) immediately discontinue all work and services affected; and (2) deliver to the Owner all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether complete or incomplete.

ARTICLE 12 - COMMUNICATIONS

Except as otherwise expressly provided herein, any notice herein required or permitted to be given shall be in writing and shall be deemed effective when delivered personally, by certified mail, return receipt requested, or by FedEx or other national overnight courier to the appropriate party at the address set forth below (or at such other address as may be designated by either party in a written notice sent in accordance with this Section):

CONTRACTOR: Garver, LLC
226 W Gray Street, Suite 103
Norman, OK 73069

OWNER: City Attorney's Office
201 West Gray Street
PO BOX 370
Norman, OK 73070

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

ARTICLE 13 – SCOPE AND CONSTRUCTION OF AGREEMENT

- 13.1. Scope and conflicts. This Agreement applies to and governs all Services provided under all Work Orders during the Term. This Agreement controls to the extent of any conflict with any Work Order or other document pertaining to Services. Without limitation of the other terms of this Agreement, any provisions in a Work Order or other document pertaining to Work that purport to or would have the effect of overriding, amending, modifying, or negating any terms of this Agreement relating to warranties, releases, indemnification, insurance, liabilities, or allocation of responsibility for risk or loss are null and void.
- 13.2. No obligation to request or accept Services or Work Orders. Nothing in this Agreement obligates Owner to request the Services of Contractor in connection with any Project or for Contractor to agree to perform Services.

ARTICLE 14 – GENERAL PROVISIONS

- 14.1. Entire agreement. This Agreement, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the Owner and the Contractor concerning the Agreement. Neither the Owner nor the Contractor has made or shall be bound by any agreement or any representation to the other concerning this Agreement which is not expressly set forth herein.
- 14.2. Severability. If any provision, clause, portion, or section of this Agreement is unenforceable, illegal, or invalid for any reason, or if any event renders any portion or provision of this Agreement void, such shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.
- 14.3. Successors and assigns. Owner and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.
- 14.4. Governing law. 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 all actions arising hereunder 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.
- 14.5. Waiver. A waiver by either Owner or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or

further breach.

- 14.6. Counterparts; facsimile signatures. This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. For purposes of this Agreement, a telecopy or scan of an executed counterpart shall constitute an original. Any party delivering an executed counterpart of this Agreement by telecopier or email shall also deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed this _____ day of _____, 2025.

**CITY OF NORMAN, OKLAHOMA
NORMAN UTILITIES AUTHORITY
NORMAN MUNICIPAL AUTHORITY
(CITY)**

By: _____

Mayor, City of Norman
Chairperson – Norman Utilities Authority
Chairperson – Norman Municipal Authority

Attest: _____

City Clerk – City of Norman
Secretary – Norman Utilities Authority
Secretary – Norman Municipal Authority

Reviewed as to form and legality this 21 day of January, 2025.



City Attorney

EXHIBIT A
WORK ORDER FORM

WORK ORDER NO. _____

This Work Order, dated the _____ day of _____, _____ (the “Effective Date”), between [the City of Norman/the Norman Utilities Authority/Norman Municipal Authority] (“City”) and Garver, LLC (“Contractor”) (City and Contractor, together, the “Parties”), adopts and incorporates by reference the terms and conditions of the Agreement for On-Call Professional Services entered into on _____, (“Agreement”) by the Parties. Capitalized terms used by not defined in this Work Order shall have the meanings set out in the Agreement.

WHEREAS, pursuant to Section 3.1 of the Agreement, the Parties wish to enter into this Work Order for purposes of setting forth the rights and obligations regarding the provision of Services by Contractor for [description of project] hereinafter described as “Project” for purposes of this specific Work Order).

NOW THEREFORE, for good and valuable consideration contained herein, the exchange, receipt, and sufficiency of which are acknowledged, the parties agree as follows:

1. Scope of Services. Contractor shall perform those services set forth in Exhibit A attached hereto (“Services”).
2. Compensation and Payment. In consideration for the performance of Services under this Work Order, City shall pay to Contractor in an amount and manner as set forth in Exhibit B attached hereto.
3. Schedule. Contractor shall perform the Services in accordance with the schedule set forth in Exhibit C attached hereto.
4. Termination. The term of this Work Order shall commence on the “Effective Date” and end upon the completion of the Services unless otherwise terminated in accordance with the Agreement.
5. [Other Work Order-Specific Terms and Conditions]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the City has caused this Work Order No. _____ to be duly executed this _____ day of _____, 202__.

**[CITY OF NORMAN, OKLAHOMA
NORMAN UTILITIES AUTHORITY
NORMAN MUNICIPAL AUTHORITY]
(CITY)**

By: _____

[Mayor, City of Norman
Chairperson – Norman Utilities Authority
Chairperson – Norman Municipal Authority
City Manager]

Attest: _____

[City Clerk – City of Norman
Secretary – Norman Utilities Authority
Secretary – Norman Municipal Authority]

Reviewed as to form and legality this _____ day of _____, 202__.

City Attorney

EXHIBIT B
COMPENSATION



Exhibit B
City Of Norman/Norman Utilities Authority/Norman Municipal Authority
On-Call Professional Services
Garver Hourly Rate Schedule: January 2026 - June 2027

Classification	Rates	Classification	Rates
Engineers / Architects		Resource Specialists	
E-1	\$ 161.00	RS-1	\$ 132.00
E-2	\$ 188.00	RS-2	\$ 174.00
E-3	\$ 210.00	RS-3	\$ 235.00
E-4	\$ 245.00	RS-4	\$ 340.00
E-5	\$ 299.00	RS-5	\$ 425.00
E-6	\$ 367.00		
Planners		Environmental Specialists	
P-1	\$ 200.00	ES-1	\$ 131.00
P-2	\$ 249.00	ES-2	\$ 166.00
P-3	\$ 297.00	ES-3	\$ 213.00
P-4	\$ 347.00	ES-4	\$ 241.00
P-5	\$ 382.00	ES-5	\$ 305.00
		ES-6	\$ 403.00
		ES-7	\$ 494.00
Designers		Project Controls	
D-1	\$ 148.00	PC-1	\$ 134.00
D-2	\$ 165.00	PC-2	\$ 179.00
D-3	\$ 204.00	PC-3	\$ 227.00
D-4	\$ 239.00	PC-4	\$ 291.00
D-5	\$ 294.00	PC-5	\$ 356.00
D-6	\$ 311.00	PC-6	\$ 459.00
Technicians		Management / Administration	
T-1	\$ 121.00	AM-1	\$ 94.00
T-2	\$ 140.00	AM-2	\$ 118.00
T-3	\$ 177.00	AM-3	\$ 168.00
T-4	\$ 223.00	AM-4	\$ 207.00
		AM-5	\$ 266.00
		AM-6	\$ 329.00
		AM-7	\$ 432.00
Surveyors			
S-1	\$ 74.00		
S-2	\$ 98.00		
S-3	\$ 132.00		
S-4	\$ 181.00		
S-5	\$ 237.00		
S-6	\$ 271.00		
S-7	\$ 329.00		
S-8	\$ 405.00		
2-Man Crew (Survey)	\$ 279.00		
3-Man Crew (Survey)	\$ 350.00		
2-Man Crew (GPS Survey)	\$ 352.00		
3-Man Crew (GPS Survey)	\$ 427.00		
Construction Observation			
C-1	\$ 139.00		
C-2	\$ 174.00		
C-3	\$ 218.00		
C-4	\$ 272.00		
C-5	\$ 336.00		

File Attachments for Item:

19. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2526-74: BY AND BETWEEN THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND HALFF AND ASSOCIATES, INC., FOR ON-CALL SURVEYING SERVICES ON AN AS-NEEDED BASIS. (City)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/27/2026

REQUESTER: Peter Wolbach

PRESENTER: Peter Wolbach, Staff Engineer - Utilities

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2526-74: BY AND BETWEEN THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND HALFF AND ASSOCIATES, INC., FOR ON-CALL SURVEYING SERVICES ON AN AS-NEEDED BASIS. (City)

BACKGROUND:

Several departments within the City of Norman utilize consultants for various projects necessary to provide reliable services to our citizens and customers. Frequently, consultants for a specific project are selected utilizing a request for proposal specific to the particular project. However, on-call professional service contracts allow staff to expedite the use of consulting services and ensure timely completion of required improvements.

DISCUSSION:

Staff issued Request for Qualifications RFQ-2425-45 to numerous firms providing right-of-way, engineering, surveying, architectural, and environmental services during Fiscal Year 2025. Qualifications were submitted by multiple firms, each identifying the categories of service for which they requested consideration.

Each proposal was independently reviewed and scored by staff from the Parks and Recreation, Public Works, and Utilities Departments, including Tim Miles, Nathan Madenwald, Paul D'Andrea, James Briggs, and Peter Wolbach. Rankings were determined according to the evaluation criteria outlined within the Request for Qualifications.

All reviewers agreed upon the top-ranked firms in each service category based on experience, qualifications, and demonstrated ability to perform the required work. Contracts were then prepared and issued for review, approval, and execution by the selected firms.

Funding for work performed under these contracts will be drawn from the respective project accounts or department budgets and charged at the hourly rates identified in the contract on an as-needed basis. Upon approval of the contracts, staff will select a firm based on availability, relevant experience, and ability to perform the work in a timely manner.

RECOMMENDATION:

Staff recommends that the City of Norman, Norman Municipal Authority, and Norman Utilities Authority approve Contract K-2526-74 with Halff and Associates, Inc., to provide On-Call Surveying Services on an as-needed basis.

AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES

This Agreement is made between the City of Norman/Norman Utilities Authority/Norman Municipal Authority (“Owner”) and Halff Associates, Inc. (“Contractor”) (Owner and Contractor each individually a “Party” and collectively the “Parties”).

WITNESSETH

WHEREAS, the Owner requires qualified surveyors to perform professional services (“Services”) in connection with miscellaneous City projects from time to time; and

WHEREAS, the Owner and Contractor wish to enter into an agreement governing the terms and conditions under which Contractor may supply Services, to the extent mutually agreed by the Parties from time to time; and

NOW THEREFORE, in consideration of the promises contained in this Agreement, the Parties, on the date last executed below (the “Effective Date”), agree as follows:

ARTICLE 1 - TERM OF AGREEMENT

The parties desire to enter into a three-year Agreement to secure certain benefits to the contract that would not otherwise be attainable if a multi-year Agreement were not available. Accordingly, it is the expressed intent of the Owner, upon completion of the initial three-year term, to renew the obligations of this contract for two additional one-year terms (maximum contract length of five years), subject to an annual appropriation of funds by the Owner to fund its obligations under this Agreement and subject to Article 11 herein. However, it is also recognized that the Owner can only contract for obligations that occur during a particular fiscal year. To the extent the Owner’s obligations are not funded for any fiscal year during the term of this Agreement, then the portion of the Agreement covering the fiscal year where the Owner’s obligations are unfunded shall be void and unenforceable as to both parties.

ARTICLE 2 –CONTRACTOR’S RESPONSIBILITIES

- 2.1 The standard of care for all Contractor’s Services under this Agreement will be the care and skill ordinarily used by members of Contractor’s profession practicing under similar circumstances at the same time and in the same locality. Contractor shall correct the Services that fail to satisfy this standard of care.
- 2.2 The Contractor shall comply with all existing and future federal, state and local laws, rules and regulations including, but not limited to, those pertaining to collusion and equal employment opportunity.
- 2.3 The Contractor’s duties and assurances pursuant to Articles 6 and 7 shall survive completion, suspension, or termination, for any reason, of this Agreement.

ARTICLE 3 - WORK ORDERS FOR SERVICES TO BE PERFORMED BY CONTRACTOR

- 3.1. Work Orders: The Parties may mutually agree to engage the Services of Contractor for individual Projects by executing one or more Work Orders in the form of EXHIBIT A, pursuant to which project-by-project contract amounts and project timelines will be identified and expressly agreed to. The Work Order shall contain the scope, schedule, and estimate of cost of Contractor’s Services for each project. The Work Order shall also identify the applicable City of Norman Department for which Services are being rendered with each Party’s respective project manager, phone, and email.

- 3.2. Compensation for Services: Contractor's rates for Services for each Work Order shall not exceed those attached hereto as EXHIBIT B, for completion of Services for each Project. Subject to mutual agreement of the Parties, rates contained in EXHIBIT B may be adjusted, no more often than annually, by amendment of this Agreement, in an amount not to exceed that reported for The Consumer Price Index for All Urban Consumers (CPI-U) for the South by the Bureau of Labor Statistics, U.S. Department of Labor.
- 3.3. Method of Payment: Unless otherwise provided in a Work Order, Contractor shall submit separate, detailed monthly invoices for Services provided pursuant to each Work Order. Owner shall pay invoices within thirty (30) days of receipt.

ARTICLE 4 - OWNER'S RESPONSIBILITIES

- 4.1. OWNER-Furnished Data: Owner will provide to Contractor all available, requested electronic data in Owner's possession relating to Contractor's Services on the Project, which may be available from the Owner's various departments relative to utilities as-builts, operations records, parcels, and any other such data necessary. Contractor may reasonably rely upon the accuracy, timeliness, and completeness of the information provided by Owner.
- 4.2. Access to Facilities and Property: Owner will make its facilities accessible to Contractor as required for Contractor's performance of its Services.
- 4.3. Timely Review: Owner will examine Contractor's studies, reports, sketches, drawings, specifications, proposals, and other documents and transmit Owner comments or other decisions to Contractor in a timely manner.
- 4.4. Advertisements, Permits, and Access: Unless otherwise mutually agreed to in a Work Order, Owner will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for Contractor's Services.

ARTICLE 5 – ASSIGNMENT

As this Agreement is professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Contractor to provide professional services to the Owner, the parties agree that the Contractor may not assign its obligations, rights or interest in this Agreement.

ARTICLE 6 - LIABILITY AND INDEMNIFICATION

- 6.1. General. Having considered the potential liabilities that may exist during the performance of the Services and in consideration of the promises contained in this Agreement, Owner and Contractor agree to allocate and limit such liabilities in accordance with this Article.
- 6.2. Indemnification. To the extent permitted by applicable law including the Constitution of the State of Oklahoma, Contractor and Owner each agree to indemnify, and hold harmless the other, its officers, assigns, predecessors, agents, and employees from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its own negligent acts, errors, or omissions, or those of its authorized employees or agents. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Contractor and Owner, such liability shall be borne by each party in proportion to its own negligence.

- 6.3. Employee Claims. Contractor shall indemnify Owner against legal liability for damages arising out of claims by Contractor's employees. Owner shall indemnify Contractor against legal liability for damages arising out of claims by Owner's employees.
- 6.4. Unanticipated Hazardous Materials. In the event hazardous material or waste is encountered by Contractor during the course of performing its Services upon the Owner's property, and conditioned upon the fact that Owner did not previously advise Contractor of the existence thereof, then and in that event:
- a. Owner and Contractor acknowledge that the Work Order may be adjusted and compensation to Contractor may be increased as is reasonably necessary for Contractor to complete its Services.
 - b. If the discovery of hazardous substances requires Contractor to take immediate measures to protect health and safety, Contractor agrees to notify Owner immediately following such discovery. Owner agrees, subject to prior written authorization by Owner, to reimburse Contractor for reasonable costs of implementing immediate measures taken to protect health and safety
 - c. Owner shall indemnify, defend, and hold Contractor, its officers, directors, agents, servants, and employees harmless from any claim, demand, or action brought by any third party which is based upon unforeseeable or unavoidable injury or damage caused by said hazardous material or waste.

ARTICLE 7 - INSURANCE

During performance of the Services under this Agreement, Contractor shall maintain the following insurance, at a minimum:

- 7.1. Commercial General Liability (Combined Property Damage, Bodily Injury and Death): \$1,000,000 each occurrence; \$2,000,000 aggregate.
- 7.2. Automobile Liability (Combined Property Damage and Bodily Injury): \$1,000,000.
- 7.3. Workers Compensation for Contractor's employees as required by Oklahoma Statute.
- 7.4. Professional Liability (errors and omissions) insurance: \$2,000,000 aggregate.

Contractor shall furnish Owner certificates of insurance with provision that such insurance shall not be canceled, decreased, nor fail to be renewed without at least thirty (30) days written notice to Owner.

Contractor and Owner shall each require its insurance carriers to waive all rights of subrogation against the other, and its directors, officers, partners, commissioners, officials, agents, and employees for damages covered by any applicable General Liability insurance policies during and after the Services. A similar provision shall be incorporated into all contractual arrangements entered into by Owner and shall protect Owner and Contractor to the same extent.

ARTICLE 8 - LIMITATIONS OF RESPONSIBILITY

Unless specifically provided in a mutually agreed Work Order, Contractor shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety precautions, and programs in connection with any Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Contractor, to fulfill contractual responsibilities to the Owner or to comply with Federal, State or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction.

ARTICLE 9 - REUSE OF DOCUMENTS

At Owner's request, Contractor shall furnish Owner with deliverables and/or other data on electronic media. All documents, including but not limited to, drawings, specifications, and computer software prepared by Contractor pursuant to this Agreement are Instruments of Service in respect to the Project. Any further use or reuse by Owner or others for extension, modification, or expansion of this or any other Project, unless under direction of the Contractor, or specifically assigned to Contractor in a mutually agreeable Work Order, shall be without liability to the Contractor and paragraph 6.2 by the Owner shall be in full force and effect.

ARTICLE 10 - RECORDS AND ACCOUNTS

- 10.1. The Contractor will retain all pertinent records, documents and files (both electronic and paper) for a period of five (5) years beyond completion of each Project or termination of the Agreement for any reason. Said records shall include, but are not limited to, field notes, photographs and information, survey results, and any other materials produced, created, or accumulated in performing this Agreement that have not been submitted to the Owner subsequent to final completion of the Project. Owner may have access to such records during mutually agreeable normal business hours.
- 10.2. Such records shall also include its internal accounting records and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Agreement. The Contractor must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Contractor shall permit periodic audits by the Owner and the Owner's authorized representative. The periodic audits of the records in support of claims and invoices for the Agreement shall be performed at times and places mutually agreed upon by the Owner and Contractor. Agreement as to the time and place for audits may not be unreasonably withheld.

ARTICLE 11 – TERMINATION

- 11.1 Termination for Owner's convenience: Owner may terminate or suspend this Agreement, and/or any Work Order then in progress, in whole or in part, for Owner's convenience upon written notice to Contractor.
- 11.2 Payment for partial services rendered: Owner shall pay Contractor for all the Services performed up to date of the notice in the manner and amount set by each affected Work Order.
- 11.3 Obligation of Contractor upon termination: Upon receipt of the notice of termination or suspension of this Agreement, unless the notice directs otherwise, the Contractor shall (1) immediately discontinue all work and services affected; and (2) deliver to the Owner all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether complete or incomplete.

ARTICLE 12 - COMMUNICATIONS

Except as otherwise expressly provided herein, any notice herein required or permitted to be given shall be in writing and shall be deemed effective when delivered personally, by certified mail, return receipt requested, or by FedEx or other national overnight courier to the appropriate party at the address set forth below (or at such other address as may be designated by either party in a written notice sent in accordance with this Section):

CONTRACTOR: Halff Associates, Inc.

Attn: Dawson Calhoun
201 David L. Boren Blvd
Suite 221
Norman, OK 73072
With copy to: Halff Legal Department
Email: LegalHelp@halff.com

OWNER: City Attorney's Office
201 West Gray Street
PO BOX 370
Norman, OK 73070

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

ARTICLE 13 – SCOPE AND CONSTRUCTION OF AGREEMENT

- 13.1. Scope and conflicts. This Agreement applies to and governs all Services provided under all Work Orders during the Term. This Agreement controls to the extent of any conflict with any Work Order or other document pertaining to Services. Without limitation of the other terms of this Agreement, any provisions in a Work Order or other document pertaining to Work that purport to or would have the effect of overriding, amending, modifying, or negating any terms of this Agreement relating to warranties, releases, indemnification, insurance, liabilities, or allocation of responsibility for risk or loss are null and void.
- 13.2. No obligation to request or accept Services or Work Orders. Nothing in this Agreement obligates Owner to request the Services of Contractor in connection with any Project or for Contractor to agree to perform Services.

ARTICLE 14 – GENERAL PROVISIONS

- 14.1. Entire agreement. This Agreement, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the Owner and the Contractor concerning the Agreement. Neither the Owner nor the Contractor has made or shall be bound by any agreement or any representation to the other concerning this Agreement which is not expressly set forth herein.
- 14.2. Severability. If any provision, clause, portion, or section of this Agreement is unenforceable, illegal, or invalid for any reason, or if any event renders any portion or provision of this Agreement void, such shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.
- 14.3. Successors and assigns. Owner and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

- 14.4. Governing law. 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 all actions arising hereunder 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.
- 14.5. Waiver. A waiver by either Owner or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- 14.6. Counterparts; facsimile signatures. This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. For purposes of this Agreement, a telecopy or scan of an executed counterpart shall constitute an original. Any party delivering an executed counterpart of this Agreement by telecopier or email shall also deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed this _____ day of _____, 2025.

**CITY OF NORMAN, OKLAHOMA
NORMAN UTILITIES AUTHORITY
NORMAN MUNICIPAL AUTHORITY
(CITY)**

By:

Mayor, City of Norman
Chairperson - Norman Utilities Authority
Chairperson - Norman Municipal Authority

Attest:

City Clerk - City of Norman
Secretary - Norman Utilities Authority
Secretary - Norman Municipal Authority

Reviewed as to form and legality this 21 day of January, 2026.



City Attorney

EXHIBIT B
COMPENSATION

[HOURLY RATE PAGES TO FOLLOW]



2026 City of Norman
On-Call Surveying
Contract K-2526-74

**EXHIBIT B
COMPENSATION**

**Halff Associates, Inc.
Surveying Labor Rates**

Labor Classification	2026 Hourly Rate	2027 Hourly Rate
Principal Surveyor	\$280	\$294
LSLS (TX Only)	\$300	\$316
Sr. RPLS/PSM/PLS/PS/LS	\$245	\$257
RPLS/PSM/PLS/PS/LS	\$190	\$200
Survey/Geospatial Manager	\$190	\$200
Sr. Survey Tech/Sr. GSP Tech/SIT	\$135	\$142
Survey Tech/GSP Tech	\$120	\$126
Clerical	\$95	\$100
Unit Classification	2026 Hourly Rate	2027 Hourly Rate
1-Man Survey Crew	\$140	\$147
2-Man Survey Crew	\$220	\$231
3-Man Survey Crew	\$290	\$305
1-Man HDS Terrestrial Crew (*)	\$270	\$284
2-Man HDS Terrestrial Crew (*)	\$365	\$383
Equipment Classification	2026 Hourly Rate	2027 Hourly Rate
UAS LiDAR	\$150	\$158
Mobile LiDAR	\$300	\$315

(*) Includes Terrestrial HDS Equipment Classification

Notes:

- 1 – Per Diem (Meals): \$68/day
- 2 – All other direct costs (ODC), such as materials, subcontractors, deed research, or hotels will be billed at cost plus 10%.
- 3 – Current IRS Mileage is \$0.70 per mile or current Government Rate.
- 4 – These rates are subject to change and review once a year to adjust for current inflation



2026 City of Norman
On-Call Surveying
Contract K-2526-74

**Additional/Optional Services
Half Associates, Inc.
SUE/UC Labor Rates**

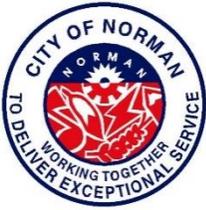
Description	2026 Hourly Rate	2027 Hourly Rate
One Man Designating	\$125	\$131
Two Man Designating	\$240	\$252
One Man Potholing	\$180	\$189
Two Man Potholing	\$295	\$310
One Man GPR	\$125	\$131
SUE Field Manager	\$135	\$142
SUE Manager	\$160	\$168
CADD Technician	\$120	\$126
Sr. CADD Technician	\$150	\$158
EIT	\$140	\$147
Project Manager/Team Lead	\$295	\$310
Project Executive/Director	\$350	\$368
QC Manager	\$230	\$242
Utility Coordinator	\$200	\$210
Sr. Utility Coordinator	\$230	\$242
Utility Field Inspector	\$130	\$137
Sr. Utility Field Inspector	\$150	\$158

Notes:

- 1 – Per Diem (Meals): \$68/day
- 2 – All other direct costs (ODC), such as materials, subcontractors, research, or hotels will be billed at cost plus 10%.
- 3 – Current IRS Mileage is \$0.70 per mile or current Government Rate.
- 4 – These rates are subject to change and review once a year to adjust for current inflation

File Attachments for Item:

20. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-75: BY AND BETWEEN THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND KIMLEY HORN AND ASSOCIATES, INC., FOR ON-CALL ENVIRONMENTAL SERVICES ON AN AS-NEEDED BASIS. (City)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/27/2026

REQUESTER: Peter Wolbach

PRESENTER: Peter Wolbach, Staff Engineer - Utilities

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-75: BY AND BETWEEN THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND KIMLEY HORN AND ASSOCIATES, INC., FOR ON-CALL ENVIRONMENTAL SERVICES ON AN AS-NEEDED BASIS. (City)

BACKGROUND:

Several departments within the City of Norman utilize consultants for various projects necessary to provide reliable services to our citizens and customers. Frequently, consultants for a specific project are selected utilizing a request for proposal specific to the particular project. However, on-call professional service contracts allow staff to expedite the use of consulting services and ensure timely completion of required improvements.

DISCUSSION:

Staff issued Request for Qualifications RFQ-2425-45 to numerous firms providing right-of-way, engineering, surveying, architectural, and environmental services during Fiscal Year 2025. Qualifications were submitted by multiple firms, each identifying the categories of service for which they requested consideration.

Each proposal was independently reviewed and scored by staff from the Parks and Recreation, Public Works, and Utilities Departments, including Tim Miles, Nathan Madenwald, Paul D'Andrea, James Briggs, and Peter Wolbach. Rankings were determined according to the evaluation criteria outlined within the Request for Qualifications.

All reviewers agreed upon the top-ranked firms in each service category based on experience, qualifications, and demonstrated ability to perform the required work. Contracts were then prepared and issued for review, approval, and execution by the selected firms.

Funding for work performed under these contracts will be drawn from the respective project accounts or department budgets and charged at the hourly rates identified in the contract on an as-needed basis. Upon approval of the contracts, staff will select a firm based on availability, relevant experience, and ability to perform the work in a timely manner.

RECOMMENDATION:

Staff recommends that the City of Norman, Norman Municipal Authority, and Norman Utilities Authority approve Contract K-2526-75 with Kimley Horn and Associates, Inc., to provide On-Call Environmental Services on an as-needed basis.

AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES

This Agreement is made between the City of Norman/Norman Utilities Authority/Norman Municipal Authority (“Owner”) and Kimley-Horn and Associates, Inc. (“Contractor”) (Owner and Contractor each individually a “Party” and collectively the “Parties”).

WITNESSETH

WHEREAS, the Owner requires qualified environmental consultants to perform professional services (“Services”) in connection with miscellaneous City projects from time to time; and

WHEREAS, the Owner and Contractor wish to enter into an agreement governing the terms and conditions under which Contractor may supply Services, to the extent mutually agreed by the Parties from time to time; and

NOW THEREFORE, in consideration of the promises contained in this Agreement, the Parties, on the date last executed below (the “Effective Date”), agree as follows:

ARTICLE 1 - TERM OF AGREEMENT

The parties desire to enter into a three-year Agreement to secure certain benefits to the contract that would not otherwise be attainable if a multi-year Agreement were not available. Accordingly, it is the expressed intent of the Owner, upon completion of the initial three-year term, to renew the obligations of this contract for two additional one-year terms (maximum contract length of five years), subject to an annual appropriation of funds by the Owner to fund its obligations under this Agreement and subject to Article 11 herein. However, it is also recognized that the Owner can only contract for obligations that occur during a particular fiscal year. To the extent the Owner’s obligations are not funded for any fiscal year during the term of this Agreement, then the portion of the Agreement covering the fiscal year where the Owner’s obligations are unfunded shall be void and unenforceable as to both parties.

ARTICLE 2 –CONTRACTOR’S RESPONSIBILITIES

- 2.1 The standard of care for all Contractor’s Services under this Agreement will be the care and skill ordinarily used by members of Contractor’s profession practicing under similar circumstances at the same time and in the same locality. Contractor shall correct the Services that fail to satisfy this standard of care.
- 2.2 The Contractor shall comply with all existing and future federal, state and local laws, rules and regulations including, but not limited to, those pertaining to collusion and equal employment opportunity.
- 2.3 The Contractor’s duties and assurances pursuant to Articles 6 and 7 shall survive completion, suspension, or termination, for any reason, of this Agreement.

ARTICLE 3 - WORK ORDERS FOR SERVICES TO BE PERFORMED BY CONTRACTOR

- 3.1. Work Orders: The Parties may mutually agree to engage the Services of Contractor for individual Projects by executing one or more Work Orders in the form of EXHIBIT A, pursuant to which project-by-project contract amounts and project timelines will be identified and expressly agreed to. The Work Order shall contain the scope, schedule, and estimate of cost of Contractor’s Services for each project. The Work Order shall also identify the applicable City of Norman Department for which Services are being rendered with each Party’s respective project manager, phone, and email.

- 3.2. Compensation for Services: Contractor's rates for Services for each Work Order shall not exceed those attached hereto as EXHIBIT B, for completion of Services for each Project. Subject to mutual agreement of the Parties, rates contained in EXHIBIT B may be adjusted, no more often than annually, by amendment of this Agreement, in an amount not to exceed that reported for The Consumer Price Index for All Urban Consumers (CPI-U) for the South by the Bureau of Labor Statistics, U.S. Department of Labor.
- 3.3. Method of Payment: Unless otherwise provided in a Work Order, Contractor shall submit separate, detailed monthly invoices for Services provided pursuant to each Work Order. Owner shall pay invoices within thirty (30) days of receipt.

ARTICLE 4 - OWNER'S RESPONSIBILITIES

- 4.1. OWNER-Furnished Data: Owner will provide to Contractor all available, requested electronic data in Owner's possession relating to Contractor's Services on the Project, which may be available from the Owner's various departments relative to utilities as-builts, operations records, parcels, and any other such data necessary. Contractor may reasonably rely upon the accuracy, timeliness, and completeness of the information provided by Owner.
- 4.2. Access to Facilities and Property: Owner will make its facilities accessible to Contractor as required for Contractor's performance of its Services.
- 4.3. Timely Review: Owner will examine Contractor's studies, reports, sketches, drawings, specifications, proposals, and other documents and transmit Owner comments or other decisions to Contractor in a timely manner.
- 4.4. Advertisements, Permits, and Access: Unless otherwise mutually agreed to in a Work Order, Owner will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for Contractor's Services.

ARTICLE 5 – ASSIGNMENT

As this Agreement is professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Contractor to provide professional services to the Owner, the parties agree that the Contractor may not assign its obligations, rights or interest in this Agreement.

ARTICLE 6 - LIABILITY AND INDEMNIFICATION

- 6.1. General. Having considered the potential liabilities that may exist during the performance of the Services and in consideration of the promises contained in this Agreement, Owner and Contractor agree to allocate and limit such liabilities in accordance with this Article.
- 6.2. Indemnification. To the extent permitted by applicable law including the Constitution of the State of Oklahoma, Contractor and Owner each agree to defend, indemnify, and hold harmless the other, its officers, assigns, predecessors, agents, and employees from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its own negligent acts, errors, or omissions, or those of its authorized employees or agents. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Contractor and Owner, such liability shall be borne by each party in proportion to its own negligence.

- 6.3. Employee Claims. Contractor shall indemnify Owner against legal liability for damages arising out of claims by Contractor's employees. Owner shall indemnify Contractor against legal liability for damages arising out of claims by Owner's employees.
- 6.4. Unanticipated Hazardous Materials. In the event hazardous material or waste is encountered by Contractor during the course of performing its Services upon the Owner's property, and conditioned upon the fact that Owner did not previously advise Contractor of the existence thereof, then and in that event:
- a. Owner and Contractor acknowledge that the Work Order may be adjusted and compensation to Contractor may be increased as is reasonably necessary for Contractor to complete its Services.
 - b. If the discovery of hazardous substances requires Contractor to take immediate measures to protect health and safety, Contractor agrees to notify Owner immediately following such discovery. Owner agrees, subject to prior written authorization by Owner, to reimburse Contractor for reasonable costs of implementing immediate measures taken to protect health and safety. Notwithstanding anything to the contrary herein, Contractor is not a handler or transporter of hazardous substances.
 - c. Owner shall indemnify, defend, and hold Contractor, its officers, directors, agents, servants, and employees harmless from any claim, demand, or action brought by any third party which is based upon unforeseeable or unavoidable injury or damage caused by said hazardous material or waste.

ARTICLE 7 - INSURANCE

During performance of the Services under this Agreement, Contractor shall maintain the following insurance, at a minimum:

- 7.1. Commercial General Liability (Combined Property Damage, Bodily Injury and Death): \$1,000,000 each occurrence; \$2,000,000 aggregate.
- 7.2. Automobile Liability (Combined Property Damage and Bodily Injury): \$1,000,000.
- 7.3. Workers Compensation for Contractor's employees as required by Oklahoma Statute.
- 7.4. Professional Liability (errors and omissions) insurance: \$2,000,000 aggregate.

Contractor shall furnish Owner certificates of insurance with provision that such insurance shall not be canceled, decreased, nor fail to be renewed without at least thirty (30) days written notice to Owner.

Contractor and Owner shall each require its insurance carriers to waive all rights of subrogation against the other, and its directors, officers, partners, commissioners, officials, agents, and employees for damages covered by any applicable General Liability insurance policies during and after the Services. A similar provision shall be incorporated into all contractual arrangements entered into by Owner and shall protect Owner and Contractor to the same extent.

ARTICLE 8 - LIMITATIONS OF RESPONSIBILITY

Unless specifically provided in a mutually agreed Work Order, Contractor shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety precautions, and programs in connection with any Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Contractor, to fulfill contractual responsibilities to the Owner or to comply with Federal, State or local laws, regulations, and codes; (3) procuring permits, certificates, and licenses required for any construction; or (4) removal of hazardous substances.

ARTICLE 9 - REUSE OF DOCUMENTS

At Owner's request, Contractor shall furnish Owner with deliverables and/or other data on electronic media. All documents, including but not limited to, drawings, specifications, and computer software prepared by Contractor pursuant to this Agreement are Instruments of Service in respect to the Project. Any further use or reuse by Owner or others for extension, modification, or expansion of this or any other Project, unless under direction of the Contractor, or specifically assigned to Contractor in a mutually agreeable Work Order, shall be without liability to the Contractor and paragraph 6.2 by the Owner shall be in full force and effect.

ARTICLE 10 - RECORDS AND ACCOUNTS

- 10.1. The Contractor will retain all pertinent records, documents and files (both electronic and paper) for a period of five (5) years beyond completion of each Project or termination of the Agreement for any reason. Said records shall include, but are not limited to, field notes, photographs and information, survey results, and any other materials produced, created, or accumulated in performing this Agreement that have not been submitted to the Owner subsequent to final completion of the Project. Owner may have access to such records during mutually agreeable normal business hours.
- 10.2. Such records shall also include its internal accounting records and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Agreement. The Contractor must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Contractor shall permit periodic audits by the Owner and the Owner's authorized representative. The periodic audits of the records in support of claims and invoices for the Agreement shall be performed at times and places mutually agreed upon by the Owner and Contractor. Agreement as to the time and place for audits may not be unreasonably withheld.

ARTICLE 11 - TERMINATION

- 11.1 Termination for Owner's convenience: Owner may terminate or suspend this Agreement, and/or any Work Order then in progress, in whole or in part, for Owner's convenience upon written notice to Contractor.
- 11.2 Payment for partial services rendered: Owner shall pay Contractor for all the Services performed up to date of the notice in the manner and amount set by each affected Work Order.
- 11.3 Obligation of Contractor upon termination: Upon receipt of the notice of termination or suspension of this Agreement, unless the notice directs otherwise, the Contractor shall (1) immediately discontinue all work and services affected; and (2) deliver to the Owner all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether complete or incomplete.

ARTICLE 12 - COMMUNICATIONS

Except as otherwise expressly provided herein, any notice herein required or permitted to be given shall be in writing and shall be deemed effective when delivered personally, by certified mail, return receipt requested, or by FedEx or other national overnight courier to the appropriate party at the address set forth below (or at such other address as may be designated by either party in a written notice sent in accordance with this Section):

CONTRACTOR: Kimley-Horn and Associates, Inc.
Attn: Amanda Miller
4727 Gaillardia Pkwy, Ste 250
Oklahoma City, OK 73142

OWNER: City Attorney's Office
201 West Gray Street
PO BOX 370
Norman, OK 73070

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

ARTICLE 13 – SCOPE AND CONSTRUCTION OF AGREEMENT

- 13.1. Scope and conflicts. This Agreement applies to and governs all Services provided under all Work Orders during the Term. This Agreement controls to the extent of any conflict with any Work Order or other document pertaining to Services. Without limitation of the other terms of this Agreement, any provisions in a Work Order or other document pertaining to Work that purport to or would have the effect of overriding, amending, modifying, or negating any terms of this Agreement relating to warranties, releases, indemnification, insurance, liabilities, or allocation of responsibility for risk or loss are null and void.
- 13.2. No obligation to request or accept Services or Work Orders. Nothing in this Agreement obligates Owner to request the Services of Contractor in connection with any Project or for Contractor to agree to perform Services.

ARTICLE 14 – GENERAL PROVISIONS

- 14.1. Entire agreement. This Agreement, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the Owner and the Contractor concerning the Agreement. Neither the Owner nor the Contractor has made or shall be bound by any agreement or any representation to the other concerning this Agreement which is not expressly set forth herein.
- 14.2. Severability. If any provision, clause, portion, or section of this Agreement is unenforceable, illegal, or invalid for any reason, or if any event renders any portion or provision of this Agreement void, such shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.
- 14.3. Successors and assigns. Owner and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

- 14.4. Governing law. 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 all actions arising hereunder 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.
- 14.5. Waiver. A waiver by either Owner or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- 14.6. Counterparts; facsimile signatures. This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. For purposes of this Agreement, a telecopy or scan of an executed counterpart shall constitute an original. Any party delivering an executed counterpart of this Agreement by telecopier or email shall also deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Contractor has caused this Agreement to be duly executed.

**KIMLEY-HORN AND ASSOCIATES, INC.
(CONTRACTOR)**

By: Bradley J. Hill
Bradley J Hill

Title: Regional Contract Lead

Attest: [Signature]
Assistant Secretary

ACKNOWLEDGEMENT

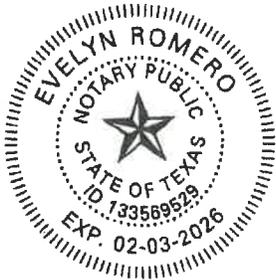
STATE OF TEXAS)
) ss.
COUNTY OF Tarrant)

Before me, the undersigned, a Notary Public in and for said County and State, on this 16 day of January, 2026, personally appeared Bradley J. Hill, to me known to be the identical person who executed the foregoing instrument as an authorized representative of the Contractor, and acknowledged to me that they executed the same as their free and voluntary act for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.

[Signature]
Notary Public

My Commission Expires: 02-03-2026
My Commission Number: 133569529



IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed this _____ day of _____, 2026.

**CITY OF NORMAN, OKLAHOMA
NORMAN UTILITIES AUTHORITY
NORMAN MUNICIPAL AUTHORITY
(CITY)**

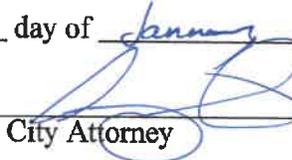
By: _____

Mayor, City of Norman
Chairperson – Norman Utilities Authority
Chairperson – Norman Municipal Authority

Attest: _____

City Clerk – City of Norman
Secretary – Norman Utilities Authority
Secretary – Norman Municipal Authority

Reviewed as to form and legality this 23 day of January, 2026.



City Attorney

**EXHIBIT A
WORK ORDER FORM**

WORK ORDER NO. _____

This Work Order, dated the _____ day of _____, _____ (the "Effective Date"), between [the City of Norman/the Norman Utilities Authority/Norman Municipal Authority] ("City") and Kimley-Horn and Associates, Inc. ("Contractor") (City and Contractor, together, the "Parties"), adopts and incorporates by reference the terms and conditions of the Agreement for On-Call Professional Services entered into on _____, ("Agreement") by the Parties. Capitalized terms used by not defined in this Work Order shall have the meanings set out in the Agreement.

WHEREAS, pursuant to Section 3.1 of the Agreement, the Parties wish to enter into this Work Order for purposes of setting forth the rights and obligations regarding the provision of Services by Contractor for [description of project] hereinafter described as "Project" for purposes of this specific Work Order).

NOW THEREFORE, for good and valuable consideration contained herein, the exchange, receipt, and sufficiency of which are acknowledged, the parties agree as follows:

1. Scope of Services. Contractor shall perform those services set forth in Exhibit A attached hereto ("Services").
2. Compensation and Payment. In consideration for the performance of Services under this Work Order, City shall pay to Contractor in an amount and manner as set forth in Exhibit B attached hereto.
3. Schedule. Contractor shall perform the Services in accordance with the schedule set forth in Exhibit C attached hereto.
4. Termination. The term of this Work Order shall commence on the "Effective Date" and end upon the completion of the Services unless otherwise terminated in accordance with the Agreement.
5. [Other Work Order-Specific Terms and Conditions]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the City has caused this Work Order No. _____ to be duly executed this _____ day of _____, 202__.

**[CITY OF NORMAN, OKLAHOMA
NORMAN UTILITIES AUTHORITY
NORMAN MUNICIPAL AUTHORITY]
(CITY)**

By: _____

[Mayor, City of Norman
Chairperson – Norman Utilities Authority
Chairperson – Norman Municipal Authority
City Manager]

Attest: _____

[City Clerk – City of Norman
Secretary – Norman Utilities Authority
Secretary – Norman Municipal Authority]

Reviewed as to form and legality this _____ day of _____, 202__.

City Attorney

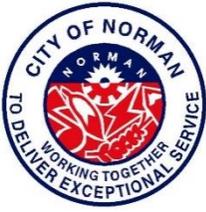
EXHIBIT B
COMPENSATION

Kimley-Horn and Associates, Inc. Hourly Labor Rate Schedule

Position	FY 2026	FY 2027	FY 2028
Principal	\$359	\$373	\$387
Senior Engineer/Project Manager	\$331	\$344	\$357
Project Engineer II	\$243	\$253	\$263
Project Engineer I	\$197	\$204	\$211
Engineer Designer	\$174	\$181	\$188
Engineering Analyst	\$161	\$168	\$175
Engineering Intern	\$151	\$157	\$163
Technical Support	\$126	\$131	\$136
Clerical	\$114	\$119	\$124
Field Inspector	\$174	\$181	\$188
Senior Inspector	\$198	\$206	\$214
Senior Scientist Environmental	\$260	\$270	\$280
Project Scientist Environmental	\$229	\$238	\$247
Scientist Environmental	\$187	\$195	\$203
Senior Field Technician	\$161	\$168	\$175

File Attachments for Item:

21. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2526-76: BY AND BETWEEN THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND KRITTENBRINK ARCHITECTURE, L.L.C., FOR ON-CALL ARCHITECTURAL SERVICES ON AN AS-NEEDED BASIS. (City)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/27/2026

REQUESTER: Peter Wolbach

PRESENTER: Peter Wolbach, Staff Engineer - Utilities

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2526-76: BY AND BETWEEN THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND KRITTENBRINK ARCHITECTURE, L.L.C., FOR ON-CALL ARCHITECTURAL SERVICES ON AN AS-NEEDED BASIS. (City)

BACKGROUND:

Several departments within the City of Norman utilize consultants for various projects necessary to provide reliable services to our citizens and customers. Frequently, consultants for a specific project are selected utilizing a request for proposal specific to the particular project. However, on-call professional service contracts allow staff to expedite the use of consulting services and ensure timely completion of required improvements.

DISCUSSION:

Staff issued Request for Qualifications RFQ-2425-45 to numerous firms providing right-of-way, engineering, surveying, architectural, and environmental services during Fiscal Year 2025. Qualifications were submitted by multiple firms, each identifying the categories of service for which they requested consideration.

Each proposal was independently reviewed and scored by staff from the Parks and Recreation, Public Works, and Utilities Departments, including Tim Miles, Nathan Madenwald, Paul D'Andrea, James Briggs, and Peter Wolbach. Rankings were determined according to the evaluation criteria outlined within the Request for Qualifications.

All reviewers agreed upon the top-ranked firms in each service category based on experience, qualifications, and demonstrated ability to perform the required work. Contracts were then prepared and issued for review, approval, and execution by the selected firms.

Funding for work performed under these contracts will be drawn from the respective project accounts or department budgets and charged at the hourly rates identified in the contract on an as-needed basis. Upon approval of the contracts, staff will select a firm based on availability, relevant experience, and ability to perform the work in a timely manner.

RECOMMENDATION:

Staff recommends that the City of Norman, Norman Municipal Authority, and Norman Utilities Authority approve Contract K-2526-76 with Krittenbrink Architecture, L.L.C., to provide On-Call Architectural Services on an as-needed basis.

AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES

This Agreement is made between the City of Norman/Norman Utilities Authority/Norman Municipal Authority (“Owner”) and Krittenbrink Architecture, LLC (“Contractor”) (Owner and Contractor each individually a “Party” and collectively the “Parties”).

WITNESSETH

WHEREAS, the Owner requires qualified architects to perform professional architectural services (“Services”) in connection with miscellaneous City projects from time to time; and

WHEREAS, the Owner and Contractor wish to enter into an agreement governing the terms and conditions under which Contractor may supply Services, to the extent mutually agreed by the Parties from time to time; and

NOW THEREFORE, in consideration of the promises contained in this Agreement, the Parties, on the date last executed below (the “Effective Date”), agree as follows:

ARTICLE 1 - TERM OF AGREEMENT

The parties desire to enter into a three-year Agreement to secure certain benefits to the contract that would not otherwise be attainable if a multi-year Agreement were not available. Accordingly, it is the expressed intent of the Owner, upon completion of the initial three-year term, to renew the obligations of this contract for two additional one-year terms (maximum contract length of five years), subject to an annual appropriation of funds by the Owner to fund its obligations under this Agreement and subject to Article 11 herein. However, it is also recognized that the Owner can only contract for obligations that occur during a particular fiscal year. To the extent the Owner’s obligations are not funded for any fiscal year during the term of this Agreement, then the portion of the Agreement covering the fiscal year where the Owner’s obligations are unfunded shall be void and unenforceable as to both parties.

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- 2.1 The standard of care for all Contractor’s Services under this Agreement will be the care and skill ordinarily used by members of Contractor’s profession practicing under similar circumstances at the same time and in the same locality. Contractor shall correct the Services that fail to satisfy this standard of care.
- 2.2 The Contractor shall comply with all existing and future federal, state and local laws, rules and regulations including, but not limited to, those pertaining to collusion and equal employment opportunity.
- 2.3 The Contractor’s duties and assurances pursuant to Articles 6 and 7 shall survive completion, suspension, or termination, for any reason, of this Agreement.

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- 3.2. Compensation for Services: Contractor's rates for Services for each Work Order shall not exceed those attached hereto as EXHIBIT B, for completion of Services for each Project. Subject to mutual agreement of the Parties, rates contained in EXHIBIT B may be adjusted, no more often than annually, by amendment of this Agreement, in an amount not to exceed that reported for The Consumer Price Index for All Urban Consumers (CPI-U) for the South by the Bureau of Labor Statistics, U.S. Department of Labor.
- 3.3. Method of Payment: Unless otherwise provided in a Work Order, Contractor shall submit separate, detailed monthly invoices for Services provided pursuant to each Work Order. Owner shall pay invoices within thirty (30) days of receipt.

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- 4.1. OWNER-Furnished Data: Owner will provide to Contractor all available, requested electronic data in Owner's possession relating to Contractor's Services on the Project, which may be available from the Owner's various departments relative to utilities as-builts, operations records, parcels, and any other such data necessary. Contractor may reasonably rely upon the accuracy, timeliness, and completeness of the information provided by Owner.
- 4.2. Access to Facilities and Property: Owner will make its facilities accessible to Contractor as required for Contractor's performance of its Services.
- 4.3. Timely Review: Owner will examine Contractor's studies, reports, sketches, drawings, specifications, proposals, and other documents and transmit Owner comments or other decisions to Contractor in a timely manner.
- 4.4. Advertisements, Permits, and Access: Unless otherwise mutually agreed to in a Work Order, Owner will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for Contractor's Services.

ARTICLE 5 – ASSIGNMENT

As this Agreement is professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Contractor to provide professional services to the Owner, the parties agree that the Contractor may not assign its obligations, rights or interest in this Agreement.

ARTICLE 6 - LIABILITY AND INDEMNIFICATION

- 6.1. General. Having considered the potential liabilities that may exist during the performance of the Services and in consideration of the promises contained in this Agreement, Owner and Contractor agree to allocate and limit such liabilities in accordance with this Article.
- 6.2. Indemnification. To the extent permitted by applicable law including the Constitution of the State of Oklahoma, Contractor and Owner each agree to defend, indemnify, and hold harmless the other, its officers, assigns, predecessors, agents, and employees from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its own negligent acts, errors, or omissions, or those of its authorized employees or agents. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Contractor and Owner, such liability shall be borne by each party in proportion to its own negligence.

- 6.3. Employee Claims. Contractor shall indemnify Owner against legal liability for damages arising out of claims by Contractor's employees. Owner shall indemnify Contractor against legal liability for damages arising out of claims by Owner's employees.
- 6.4. Unanticipated Hazardous Materials. In the event hazardous material or waste is encountered by Contractor during the course of performing its Services upon the Owner's property, and conditioned upon the fact that Owner did not previously advise Contractor of the existence thereof, then and in that event:
- a. Owner and Contractor acknowledge that the Work Order may be adjusted and compensation to Contractor may be increased as is reasonably necessary for Contractor to complete its Services.
 - b. If the discovery of hazardous substances requires Contractor to take immediate measures to protect health and safety, Contractor agrees to notify Owner immediately following such discovery. Owner agrees, subject to prior written authorization by Owner, to reimburse Contractor for reasonable costs of implementing immediate measures taken to protect health and safety
 - c. Owner shall indemnify, defend, and hold Contractor, its officers, directors, agents, servants, and employees harmless from any claim, demand, or action brought by any third party which is based upon unforeseeable or unavoidable injury or damage caused by said hazardous material or waste.

ARTICLE 7 - INSURANCE

During performance of the Services under this Agreement, Contractor shall maintain the following insurance, at a minimum:

- 7.1. Commercial General Liability (Combined Property Damage, Bodily Injury and Death): \$1,000,000 each occurrence; \$2,000,000 aggregate.
- 7.2. Automobile Liability (Combined Property Damage and Bodily Injury): \$1,000,000.
- 7.3. Workers Compensation for Contractor's employees as required by Oklahoma Statute.
- 7.4. Professional Liability (errors and omissions) insurance: \$2,000,000 aggregate.

Contractor shall furnish Owner certificates of insurance with provision that such insurance shall not be canceled, decreased, nor fail to be renewed without at least thirty (30) days written notice to Owner.

Contractor and Owner shall each require its insurance carriers to waive all rights of subrogation against the other, and its directors, officers, partners, commissioners, officials, agents, and employees for damages covered by any applicable General Liability insurance policies during and after the Services. A similar provision shall be incorporated into all contractual arrangements entered into by Owner and shall protect Owner and Contractor to the same extent.

ARTICLE 8 - LIMITATIONS OF RESPONSIBILITY

Unless specifically provided in a mutually agreed Work Order, Contractor shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety precautions, and programs in connection with any Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Contractor, to fulfill contractual responsibilities to the Owner or to comply with Federal, State or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction.

ARTICLE 9 - REUSE OF DOCUMENTS

At Owner's request, Contractor shall furnish Owner with deliverables and/or other data on electronic media. All documents, including but not limited to, drawings, specifications, and computer software prepared by Contractor pursuant to this Agreement are Instruments of Service in respect to the Project. Any further use or reuse by Owner or others for extension, modification, or expansion of this or any other Project, unless under direction of the Contractor, or specifically assigned to Contractor in a mutually agreeable Work Order, shall be without liability to the Contractor and paragraph 6.2 by the Owner shall be in full force and effect.

ARTICLE 10 - RECORDS AND ACCOUNTS

- 10.1. The Contractor will retain all pertinent records, documents and files (both electronic and paper) for a period of five (5) years beyond completion of each Project or termination of the Agreement for any reason. Said records shall include, but are not limited to, field notes, photographs and information, survey results, and any other materials produced, created, or accumulated in performing this Agreement that have not been submitted to the Owner subsequent to final completion of the Project. Owner may have access to such records during mutually agreeable normal business hours.
- 10.2. Such records shall also include its internal accounting records and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Agreement. The Contractor must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Contractor shall permit periodic audits by the Owner and the Owner's authorized representative. The periodic audits of the records in support of claims and invoices for the Agreement shall be performed at times and places mutually agreed upon by the Owner and Contractor. Agreement as to the time and place for audits may not be unreasonably withheld.

ARTICLE 11 – TERMINATION

- 11.1 Termination for Owner's convenience: Owner may terminate or suspend this Agreement, and/or any Work Order then in progress, in whole or in part, for Owner's convenience upon written notice to Contractor.
- 11.2 Payment for partial services rendered: Owner shall pay Contractor for all the Services performed up to date of the notice in the manner and amount set by each affected Work Order.
- 11.3 Obligation of Contractor upon termination: Upon receipt of the notice of termination or suspension of this Agreement, unless the notice directs otherwise, the Contractor shall (1) immediately discontinue all work and services affected; and (2) deliver to the Owner all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether complete or incomplete.

ARTICLE 12 - COMMUNICATIONS

Except as otherwise expressly provided herein, any notice herein required or permitted to be given shall be in writing and shall be deemed effective when delivered personally, by certified mail, return receipt requested, or by FedEx or other national overnight courier to the appropriate party at the address set forth below (or at such other address as may be designated by either party in a written notice sent in accordance with this Section):

CONTRACTOR: Krittenbrink Architecture, LLC
119 W. Main Street
Norman, OK 73069

OWNER: City Attorney's Office
201 West Gray Street
PO BOX 370
Norman, OK 73070

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

ARTICLE 13 – SCOPE AND CONSTRUCTION OF AGREEMENT

- 13.1. Scope and conflicts. This Agreement applies to and governs all Services provided under all Work Orders during the Term. This Agreement controls to the extent of any conflict with any Work Order or other document pertaining to Services. Without limitation of the other terms of this Agreement, any provisions in a Work Order or other document pertaining to Work that purport to or would have the effect of overriding, amending, modifying, or negating any terms of this Agreement relating to warranties, releases, indemnification, insurance, liabilities, or allocation of responsibility for risk or loss are null and void.
- 13.2. No obligation to request or accept Services or Work Orders. Nothing in this Agreement obligates Owner to request the Services of Contractor in connection with any Project or for Contractor to agree to perform Services.

ARTICLE 14 – GENERAL PROVISIONS

- 14.1. Entire agreement. This Agreement, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the Owner and the Contractor concerning the Agreement. Neither the Owner nor the Contractor has made or shall be bound by any agreement or any representation to the other concerning this Agreement which is not expressly set forth herein.
- 14.2. Severability. If any provision, clause, portion, or section of this Agreement is unenforceable, illegal, or invalid for any reason, or if any event renders any portion or provision of this Agreement void, such shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.
- 14.3. Successors and assigns. Owner and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

- 14.4. Governing law. 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 all actions arising hereunder 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.
- 14.5. Waiver. A waiver by either Owner or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- 14.6. Counterparts; facsimile signatures. This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. For purposes of this Agreement, a telecopy or scan of an executed counterpart shall constitute an original. Any party delivering an executed counterpart of this Agreement by telecopier or email shall also deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed this _____ day of _____, 2025.

**CITY OF NORMAN, OKLAHOMA
NORMAN UTILITIES AUTHORITY
NORMAN MUNICIPAL AUTHORITY
(CITY)**

By: _____
Mayor, City of Norman
Chairperson – Norman Utilities Authority
Chairperson – Norman Municipal Authority

Attest: _____
City Clerk – City of Norman
Secretary – Norman Utilities Authority
Secretary – Norman Municipal Authority

Reviewed as to form and legality this 21 day of January, 2026.



City Attorney



EXHIBIT A
WORK ORDER FORM

WORK ORDER NO. ____

This Work Order, dated the _____ day of _____, _____ (the "Effective Date"), between [the City of Norman/the Norman Utilities Authority/Norman Municipal Authority] ("City") and Krittenbrink Architecture, LLC ("Contractor") (City and Contractor, together, the "Parties"), adopts and incorporates by reference the terms and conditions of the Agreement for On-Call Professional Services entered into on _____, ("Agreement") by the Parties. Capitalized terms used by not defined in this Work Order shall have the meanings set out in the Agreement.

WHEREAS, pursuant to Section 3.1 of the Agreement, the Parties wish to enter into this Work Order for purposes of setting forth the rights and obligations regarding the provision of Services by Contractor for [description of project] hereinafter described as "Project" for purposes of this specific Work Order).

NOW THEREFORE, for good and valuable consideration contained herein, the exchange, receipt, and sufficiency of which are acknowledged, the parties agree as follows:

1. Scope of Services. Contractor shall perform those services set forth in Exhibit A attached hereto ("Services").
2. Compensation and Payment. In consideration for the performance of Services under this Work Order, City shall pay to Contractor in an amount and manner as set forth in Exhibit B attached hereto.
3. Schedule. Contractor shall perform the Services in accordance with the schedule set forth in Exhibit C attached hereto.
4. Termination. The term of this Work Order shall commence on the "Effective Date" and end upon the completion of the Services unless otherwise terminated in accordance with the Agreement.
5. [Other Work Order-Specific Terms and Conditions]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the City has caused this Work Order No. _____ to be duly executed this _____ day of _____, 202__.

**[CITY OF NORMAN, OKLAHOMA
NORMAN UTILITIES AUTHORITY
NORMAN MUNICIPAL AUTHORITY]
(CITY)**

By: _____
[Mayor, City of Norman
Chairperson – Norman Utilities Authority
Chairperson – Norman Municipal Authority
City Manager]

Attest: _____
[City Clerk – City of Norman
Secretary – Norman Utilities Authority
Secretary – Norman Municipal Authority]

Reviewed as to form and legality this _____ day of _____, 202__.

City Attorney



EXHIBIT B
COMPENSATION



09/01/2025

Hourly Rates

Principal	\$220.00
Project Manager	\$180.00
Architect	\$180.00
Draftsperson	\$75.00
Clerical Support	\$55.00

File Attachments for Item:

22. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-77: BY AND BETWEEN THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND MA+ ARCHITECTURE, L.L.C., FOR ON-CALL ARCHITECTURAL SERVICES ON AN AS-NEEDED BASIS. (City)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/27/2026

REQUESTER: Peter Wolbach

PRESENTER: Peter Wolbach, Staff Engineer - Utilities

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-77: BY AND BETWEEN THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND MA+ ARCHITECTURE, L.L.C., FOR ON-CALL ARCHITECTURAL SERVICES ON AN AS-NEEDED BASIS. (City)

BACKGROUND:

Several departments within the City of Norman utilize consultants for various projects necessary to provide reliable services to our citizens and customers. Frequently, consultants for a specific project are selected utilizing a request for proposal specific to the particular project. However, on-call professional service contracts allow staff to expedite the use of consulting services and ensure timely completion of required improvements.

DISCUSSION:

Staff issued Request for Qualifications RFQ-2425-45 to numerous firms providing right-of-way, engineering, surveying, architectural, and environmental services during Fiscal Year 2025. Qualifications were submitted by multiple firms, each identifying the categories of service for which they requested consideration.

Each proposal was independently reviewed and scored by staff from the Parks and Recreation, Public Works, and Utilities Departments, including Tim Miles, Nathan Madenwald, Paul D'Andrea, James Briggs, and Peter Wolbach. Rankings were determined according to the evaluation criteria outlined within the Request for Qualifications.

All reviewers agreed upon the top-ranked firms in each service category based on experience, qualifications, and demonstrated ability to perform the required work. Contracts were then prepared and issued for review, approval, and execution by the selected firms.

Funding for work performed under these contracts will be drawn from the respective project accounts or department budgets and charged at the hourly rates identified in the contract on an as-needed basis. Upon approval of the contracts, staff will select a firm based on availability, relevant experience, and ability to perform the work in a timely manner.

RECOMMENDATION:

Staff recommends that the City of Norman, Norman Municipal Authority, and Norman Utilities Authority approve Contract K-2526-77 with MA+ Architecture, L.L.C., to provide On-Call Architectural Services on an as-needed basis.

AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES

This Agreement is made between the City of Norman/Norman Utilities Authority/Norman Municipal Authority (“Owner”) and MA+ Architecture, L.L.C. (“Contractor”) (Owner and Contractor each individually a “Party” and collectively the “Parties”).

WITNESSETH

WHEREAS, the Owner requires a qualified architect to perform professional architectural services (“Services”) in connection with miscellaneous City projects from time to time; and

WHEREAS, the Owner and Contractor wish to enter into an agreement governing the terms and conditions under which Contractor may supply Services, to the extent mutually agreed by the Parties from time to time; and

NOW THEREFORE, in consideration of the promises contained in this Agreement, the Parties, on the date last executed below (the “Effective Date”), agree as follows:

ARTICLE 1 - TERM OF AGREEMENT

The parties desire to enter into a three-year Agreement to secure certain benefits to the contract that would not otherwise be attainable if a multi-year Agreement were not available. Accordingly, it is the expressed intent of the Owner, upon completion of the initial three-year term, to renew the obligations of this contract for two additional one-year terms (maximum contract length of five years), subject to an annual appropriation of funds by the Owner to fund its obligations under this Agreement and subject to Article 11 herein. However, it is also recognized that the Owner can only contract for obligations that occur during a particular fiscal year. To the extent the Owner’s obligations are not funded for any fiscal year during the term of this Agreement, then the portion of the Agreement covering the fiscal year where the Owner’s obligations are unfunded shall be void and unenforceable as to both parties.

ARTICLE 2 –CONTRACTOR’S RESPONSIBILITIES

- 2.1 The standard of care for all Contractor’s Services under this Agreement will be the care and skill ordinarily used by members of Contractor’s profession practicing under similar circumstances at the same time and in the same locality. Contractor shall correct the Services that fail to satisfy this standard of care.
- 2.2 The Contractor shall comply with all existing and future federal, state and local laws, rules and regulations including, but not limited to, those pertaining to collusion and equal employment opportunity.
- 2.3 The Contractor’s duties and assurances pursuant to Articles 6 and 7 shall survive completion, suspension, or termination, for any reason, of this Agreement.

ARTICLE 3 - WORK ORDERS FOR SERVICES TO BE PERFORMED BY CONTRACTOR

- 3.1. Work Orders: The Parties may mutually agree to engage the Services of Contractor for individual Projects by executing one or more Work Orders in the form of EXHIBIT A, pursuant to which project-by-project contract amounts and project timelines will be identified and expressly agreed to. The Work Order shall contain the scope, schedule, and estimate of cost of Contractor’s Services for each project. The Work Order shall also identify the applicable City of Norman Department for which Services are being rendered with each Party’s respective project manager, phone, and email.

- 3.2. Compensation for Services: Contractor's rates for Services for each Work Order shall not exceed those attached hereto as EXHIBIT B, for completion of Services for each Project. Subject to mutual agreement of the Parties, rates contained in EXHIBIT B may be adjusted, no more often than annually, by amendment of this Agreement, in an amount not to exceed that reported for The Consumer Price Index for All Urban Consumers (CPI-U) for the South by the Bureau of Labor Statistics, U.S. Department of Labor.
- 3.3. Method of Payment: Unless otherwise provided in a Work Order, Contractor shall submit separate, detailed monthly invoices for Services provided pursuant to each Work Order. Owner shall pay invoices within thirty (30) days of receipt.

ARTICLE 4 - OWNER'S RESPONSIBILITIES

- 4.1. OWNER-Furnished Data: Owner will provide to Contractor all available, requested electronic data in Owner's possession relating to Contractor's Services on the Project, which may be available from the Owner's various departments relative to utilities as-builts, operations records, parcels, and any other such data necessary. Contractor may reasonably rely upon the accuracy, timeliness, and completeness of the information provided by Owner.
- 4.2. Access to Facilities and Property: Owner will make its facilities accessible to Contractor as required for Contractor's performance of its Services.
- 4.3. Timely Review: Owner will examine Contractor's studies, reports, sketches, drawings, specifications, proposals, and other documents and transmit Owner comments or other decisions to Contractor in a timely manner.
- 4.4. Advertisements, Permits, and Access: Unless otherwise mutually agreed to in a Work Order, Owner will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for Contractor's Services.

ARTICLE 5 – ASSIGNMENT

As this Agreement is professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Contractor to provide professional services to the Owner, the parties agree that the Contractor may not assign its obligations, rights or interest in this Agreement.

ARTICLE 6 - LIABILITY AND INDEMNIFICATION

- 6.1. General. Having considered the potential liabilities that may exist during the performance of the Services and in consideration of the promises contained in this Agreement, Owner and Contractor agree to allocate and limit such liabilities in accordance with this Article.
- 6.2. Indemnification. To the extent permitted by applicable law including the Constitution of the State of Oklahoma, Contractor and Owner each agree to defend, indemnify, and hold harmless the other, its officers, assigns, predecessors, agents, and employees from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its own negligent acts, errors, or omissions, or those of its authorized employees or agents. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Contractor and Owner, such liability shall be borne by each party in proportion to its own negligence.

- 6.3. Employee Claims. Contractor shall indemnify Owner against legal liability for damages arising out of claims by Contractor's employees. Owner shall indemnify Contractor against legal liability for damages arising out of claims by Owner's employees.
- 6.4. Unanticipated Hazardous Materials. In the event hazardous material or waste is encountered by Contractor during the course of performing its Services upon the Owner's property, and conditioned upon the fact that Owner did not previously advise Contractor of the existence thereof, then and in that event:
- a. Owner and Contractor acknowledge that the Work Order may be adjusted and compensation to Contractor may be increased as is reasonably necessary for Contractor to complete its Services.
 - b. If the discovery of hazardous substances requires Contractor to take immediate measures to protect health and safety, Contractor agrees to notify Owner immediately following such discovery. Owner agrees, subject to prior written authorization by Owner, to reimburse Contractor for reasonable costs of implementing immediate measures taken to protect health and safety
 - c. Owner shall indemnify, defend, and hold Contractor, its officers, directors, agents, servants, and employees harmless from any claim, demand, or action brought by any third party which is based upon unforeseeable or unavoidable injury or damage caused by said hazardous material or waste.

ARTICLE 7 - INSURANCE

During performance of the Services under this Agreement, Contractor shall maintain the following insurance, at a minimum:

- 7.1. Commercial General Liability (Combined Property Damage, Bodily Injury and Death): \$1,000,000 each occurrence; \$2,000,000 aggregate.
- 7.2. Automobile Liability (Combined Property Damage and Bodily Injury): \$1,000,000.
- 7.3. Workers Compensation for Contractor's employees as required by Oklahoma Statute.
- 7.4. Professional Liability (errors and omissions) insurance: \$2,000,000 aggregate.

Contractor shall furnish Owner certificates of insurance with provision that such insurance shall not be canceled, decreased, nor fail to be renewed without at least thirty (30) days written notice to Owner.

Contractor and Owner shall each require its insurance carriers to waive all rights of subrogation against the other, and its directors, officers, partners, commissioners, officials, agents, and employees for damages covered by any applicable General Liability insurance policies during and after the Services. A similar provision shall be incorporated into all contractual arrangements entered into by Owner and shall protect Owner and Contractor to the same extent.

ARTICLE 8 - LIMITATIONS OF RESPONSIBILITY

Unless specifically provided in a mutually agreed Work Order, Contractor shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety precautions, and programs in connection with any Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Contractor, to fulfill contractual responsibilities to the Owner or to comply with Federal, State or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction.

ARTICLE 9 - REUSE OF DOCUMENTS

At Owner's request, Contractor shall furnish Owner with deliverables and/or other data on electronic media. All documents, including but not limited to, drawings, specifications, and computer software prepared by Contractor pursuant to this Agreement are Instruments of Service in respect to the Project. Any further use or reuse by Owner or others for extension, modification, or expansion of this or any other Project, unless under direction of the Contractor, or specifically assigned to Contractor in a mutually agreeable Work Order, shall be without liability to the Contractor and paragraph 6.2 by the Owner shall be in full force and effect.

ARTICLE 10 - RECORDS AND ACCOUNTS

- 10.1. The Contractor will retain all pertinent records, documents and files (both electronic and paper) for a period of five (5) years beyond completion of each Project or termination of the Agreement for any reason. Said records shall include, but are not limited to, field notes, photographs and information, survey results, and any other materials produced, created, or accumulated in performing this Agreement that have not been submitted to the Owner subsequent to final completion of the Project. Owner may have access to such records during mutually agreeable normal business hours.
- 10.2. Such records shall also include its internal accounting records and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Agreement. The Contractor must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Contractor shall permit periodic audits by the Owner and the Owner's authorized representative. The periodic audits of the records in support of claims and invoices for the Agreement shall be performed at times and places mutually agreed upon by the Owner and Contractor. Agreement as to the time and place for audits may not be unreasonably withheld.

ARTICLE 11 - TERMINATION

- 11.1 Termination for Owner's convenience: Owner may terminate or suspend this Agreement, and/or any Work Order then in progress, in whole or in part, for Owner's convenience upon written notice to Contractor.
- 11.2 Payment for partial services rendered: Owner shall pay Contractor for all the Services performed up to date of the notice in the manner and amount set by each affected Work Order.
- 11.3 Obligation of Contractor upon termination: Upon receipt of the notice of termination or suspension of this Agreement, unless the notice directs otherwise, the Contractor shall (1) immediately discontinue all work and services affected; and (2) deliver to the Owner all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether complete or incomplete.

ARTICLE 12 - COMMUNICATIONS

Except as otherwise expressly provided herein, any notice herein required or permitted to be given shall be in writing and shall be deemed effective when delivered personally, by certified mail, return receipt requested, or by FedEx or other national overnight courier to the appropriate party at the address set forth below (or at such other address as may be designated by either party in a written notice sent in accordance with this Section):

CONTRACTOR: MA+ Architecture, L.L.C.
110 N. Mercedes Dr, Suite 200
Norman, OK 73069

OWNER: City Attorney's Office
201 West Gray Street
PO BOX 370
Norman, OK 73070

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

ARTICLE 13 – SCOPE AND CONSTRUCTION OF AGREEMENT

- 13.1. Scope and conflicts. This Agreement applies to and governs all Services provided under all Work Orders during the Term. This Agreement controls to the extent of any conflict with any Work Order or other document pertaining to Services. Without limitation of the other terms of this Agreement, any provisions in a Work Order or other document pertaining to Work that purport to or would have the effect of overriding, amending, modifying, or negating any terms of this Agreement relating to warranties, releases, indemnification, insurance, liabilities, or allocation of responsibility for risk or loss are null and void.
- 13.2. No obligation to request or accept Services or Work Orders. Nothing in this Agreement obligates Owner to request the Services of Contractor in connection with any Project or for Contractor to agree to perform Services.

ARTICLE 14 – GENERAL PROVISIONS

- 14.1. Entire agreement. This Agreement, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the Owner and the Contractor concerning the Agreement. Neither the Owner nor the Contractor has made or shall be bound by any agreement or any representation to the other concerning this Agreement which is not expressly set forth herein.
- 14.2. Severability. If any provision, clause, portion, or section of this Agreement is unenforceable, illegal, or invalid for any reason, or if any event renders any portion or provision of this Agreement void, such shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.
- 14.3. Successors and assigns. Owner and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

- 14.4. Governing law. 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 all actions arising hereunder 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.
- 14.5. Waiver. A waiver by either Owner or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- 14.6. Counterparts; facsimile signatures. This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. For purposes of this Agreement, a telecopy or scan of an executed counterpart shall constitute an original. Any party delivering an executed counterpart of this Agreement by telecopier or email shall also deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity of this Agreement.

[SIGNATURE PAGES FOLLOW]

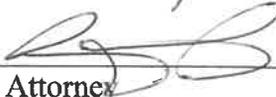
IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed this _____ day of _____, 2025.

**CITY OF NORMAN, OKLAHOMA
NORMAN UTILITIES AUTHORITY
NORMAN MUNICIPAL AUTHORITY
(CITY)**

By: _____
Mayor, City of Norman
Chairperson – Norman Utilities Authority
Chairperson – Norman Municipal Authority

Attest: _____
City Clerk – City of Norman
Secretary – Norman Utilities Authority
Secretary – Norman Municipal Authority

Reviewed as to form and legality this 21 day of January, 2025.



City Attorney



MA+ Architecture, LLC Hourly Rates
Effective January 1, 2025

Table listing hourly rates for various roles: Principal Architect (\$200.00), Senior Architect (\$185.00), Project Architect / Level II (\$175.00), Project Architect / Level I (\$165.00), Project Manager / Level III (\$155.00), Project Manager / Level II (\$145.00), Project Manager / Level I (\$135.00), Architectural Intern / Level III (\$125.00), Architectural Intern / Level II (\$115.00), Architectural Intern / Level I (\$105.00), Interior Designer, Registered / Manager (\$175.00), Interior Designer, Registered / Senior Designer (\$165.00), Interior Designer, Registered (\$155.00), Interior Designer, Intern II (\$120.00), Interior Designer, Intern I (\$105.00), Graphic Design / Animation (\$155.00), Marketing / Graphic Design (\$115.00), CAD Operator / Level III (\$105.00), CAD Operator / Level II (\$100.00), CAD Operator / Level I (\$95.00), Administrative / Level II (\$95.00), Administrative / Level I (\$75.00), Mileage Rate (70 cents per mile).

Oklahoma City

Norman

Weatherford

4000 Classen Blvd., Suite 100N
Oklahoma City, OK 73118

110 N. Mercedes, Suite 200
Norman, OK 73069

310 N. State St., Suite 100
Weatherford, OK 73087



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **Item 22.**
9/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ascent Insurance Group PO Box 18444 1140 NW 50th Street Oklahoma City OK 73154	CONTACT NAME: Madison McCorvey PHONE (A/C No, Ext): (405) 341-5996 E-MAIL ADDRESS:	FAX (A/C, No): (405) 843-5781													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Grain Dealers Mutual</td> <td>22098</td> </tr> <tr> <td>INSURER B: Midvale Indemnity Company</td> <td>27138M</td> </tr> <tr> <td>INSURER C: CompSource Mutual Insurance Co</td> <td>36188</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Grain Dealers Mutual	22098	INSURER B: Midvale Indemnity Company	27138M	INSURER C: CompSource Mutual Insurance Co	36188	INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Grain Dealers Mutual	22098														
INSURER B: Midvale Indemnity Company	27138M														
INSURER C: CompSource Mutual Insurance Co	36188														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 2025** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BP00069307	3/11/2025	3/11/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Cyber Loss of Business Income \$ 25,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA00039506	3/11/2025	3/11/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CU00007558	3/11/2025	3/11/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	03041213 24 1	5/1/2025	5/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER The City of Norman 201 West Gray Street Norman, OK 73070	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Stefanie Martin
---	---

ADDITIONAL COVERAGES

Ref #	Description Employment Practices Liability Insurance	Coverage Code EPLI	Form No.	Edition Date
Limit 1 10,000	Limit 2	Limit 3	Deductible Amount 5,000	Deductible Type Flat
			Premium \$0.00	
Ref #	Description Punitive damage	Coverage Code PUNI	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium \$0.00	
Ref #	Description POTLB	Coverage Code POTLB	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium \$0.00	
Ref #	Description Communicable Disease Exclusion	Coverage Code XCMSD	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium \$0.00	
Ref #	Description Business Auto	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	

File Attachments for Item:

23. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-78: BY AND BETWEEN THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND THE MCKINNEY PARTNERSHIP ARCHITECTS, P.C., FOR ON-CALL ARCHITECTURAL SERVICES ON AN AS-NEEDED BASIS. (City)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/27/2026

REQUESTER: Peter Wolbach

PRESENTER: Peter Wolbach, Staff Engineer - Utilities

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-78: BY AND BETWEEN THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND THE MCKINNEY PARTNERSHIP ARCHITECTS, P.C., FOR ON-CALL ARCHITECTURAL SERVICES ON AN AS-NEEDED BASIS. (City)

BACKGROUND:

Several departments within the City of Norman utilize consultants for various projects necessary to provide reliable services to our citizens and customers. Frequently, consultants for a specific project are selected utilizing a request for proposal specific to the particular project. However, on-call professional service contracts allow staff to expedite the use of consulting services and ensure timely completion of required improvements.

DISCUSSION:

Staff issued Request for Qualifications RFQ-2425-45 to numerous firms providing right-of-way, engineering, surveying, architectural, and environmental services during Fiscal Year 2025. Qualifications were submitted by multiple firms, each identifying the categories of service for which they requested consideration.

Each proposal was independently reviewed and scored by staff from the Parks and Recreation, Public Works, and Utilities Departments, including Tim Miles, Nathan Madenwald, Paul D'Andrea, James Briggs, and Peter Wolbach. Rankings were determined according to the evaluation criteria outlined within the Request for Qualifications.

All reviewers agreed upon the top-ranked firms in each service category based on experience, qualifications, and demonstrated ability to perform the required work. Contracts were then prepared and issued for review, approval, and execution by the selected firms.

Funding for work performed under these contracts will be drawn from the respective project accounts or department budgets and charged at the hourly rates identified in the contract on an as-needed basis. Upon approval of the contracts, staff will select a firm based on availability, relevant experience, and ability to perform the work in a timely manner.

RECOMMENDATION:

Staff recommends that the City of Norman, Norman Municipal Authority, and Norman Utilities Authority approve Contract K-2526-78 with The McKinney Partnership Architects, P.C., to provide On-Call Architectural Services on an as-needed basis.

AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES

This Agreement is made between the City of Norman/Norman Utilities Authority/Norman Municipal Authority (“Owner”) and The McKinney Partnership Architects, P.C. (“Contractor”) (Owner and Contractor each individually a “Party” and collectively the “Parties”).

WITNESSETH

WHEREAS, the Owner requires qualified architects to perform professional architectural services (“Services”) in connection with miscellaneous City projects from time to time; and

WHEREAS, the Owner and Contractor wish to enter into an agreement governing the terms and conditions under which Contractor may supply Services, to the extent mutually agreed by the Parties from time to time; and

NOW THEREFORE, in consideration of the promises contained in this Agreement, the Parties, on the date last executed below (the “Effective Date”), agree as follows:

ARTICLE 1 - TERM OF AGREEMENT

The parties desire to enter into a three-year Agreement to secure certain benefits to the contract that would not otherwise be attainable if a multi-year Agreement were not available. Accordingly, it is the expressed intent of the Owner, upon completion of the initial three-year term, to renew the obligations of this contract for two additional one-year terms (maximum contract length of five years), subject to an annual appropriation of funds by the Owner to fund its obligations under this Agreement and subject to Article 11 herein. However, it is also recognized that the Owner can only contract for obligations that occur during a particular fiscal year. To the extent the Owner’s obligations are not funded for any fiscal year during the term of this Agreement, then the portion of the Agreement covering the fiscal year where the Owner’s obligations are unfunded shall be void and unenforceable as to both parties.

ARTICLE 2 –CONTRACTOR’S RESPONSIBILITIES

- 2.1 The standard of care for all Contractor’s Services under this Agreement will be the care and skill ordinarily used by members of Contractor’s profession practicing under similar circumstances at the same time and in the same locality. Contractor shall correct the Services that fail to satisfy this standard of care.
- 2.2 The Contractor shall comply with all existing and future federal, state and local laws, rules and regulations including, but not limited to, those pertaining to collusion and equal employment opportunity.
- 2.3 The Contractor’s duties and assurances pursuant to Articles 6 and 7 shall survive completion, suspension, or termination, for any reason, of this Agreement.

ARTICLE 3 - WORK ORDERS FOR SERVICES TO BE PERFORMED BY CONTRACTOR

- 3.1. Work Orders: The Parties may mutually agree to engage the Services of Contractor for individual Projects by executing one or more Work Orders in the form of EXHIBIT A, pursuant to which project-by-project contract amounts and project timelines will be identified and expressly agreed to. The Work Order shall contain the scope, schedule, and estimate of cost of Contractor’s Services for each project. The Work Order shall also identify the applicable City of Norman Department for which Services are being rendered with each Party’s respective project manager, phone, and email.

- 3.2. Compensation for Services: Contractor's rates for Services for each Work Order shall not exceed those attached hereto as EXHIBIT B, for completion of Services for each Project. Subject to mutual agreement of the Parties, rates contained in EXHIBIT B may be adjusted, no more often than annually, by amendment of this Agreement, in an amount not to exceed that reported for The Consumer Price Index for All Urban Consumers (CPI-U) for the South by the Bureau of Labor Statistics, U.S. Department of Labor.
- 3.3. Method of Payment: Unless otherwise provided in a Work Order, Contractor shall submit separate, detailed monthly invoices for Services provided pursuant to each Work Order. Owner shall pay invoices within thirty (30) days of receipt.

ARTICLE 4 - OWNER'S RESPONSIBILITIES

- 4.1. OWNER-Furnished Data: Owner will provide to Contractor all available, requested electronic data in Owner's possession relating to Contractor's Services on the Project, which may be available from the Owner's various departments relative to utilities as-builts, operations records, parcels, and any other such data necessary. Contractor may reasonably rely upon the accuracy, timeliness, and completeness of the information provided by Owner.
- 4.2. Access to Facilities and Property: Owner will make its facilities accessible to Contractor as required for Contractor's performance of its Services.
- 4.3. Timely Review: Owner will examine Contractor's studies, reports, sketches, drawings, specifications, proposals, and other documents and transmit Owner comments or other decisions to Contractor in a timely manner.
- 4.4. Advertisements, Permits, and Access: Unless otherwise mutually agreed to in a Work Order, Owner will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for Contractor's Services.

ARTICLE 5 - ASSIGNMENT

As this Agreement is professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Contractor to provide professional services to the Owner, the parties agree that the Contractor may not assign its obligations, rights or interest in this Agreement.

ARTICLE 6 - LIABILITY AND INDEMNIFICATION

- 6.1. General. Having considered the potential liabilities that may exist during the performance of the Services and in consideration of the promises contained in this Agreement, Owner and Contractor agree to allocate and limit such liabilities in accordance with this Article.
- 6.2. Indemnification. To the extent permitted by applicable law including the Constitution of the State of Oklahoma, Contractor and Owner each agree to defend, indemnify, and hold harmless the other, its officers, assigns, predecessors, agents, and employees from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its own negligent acts, errors, or omissions, or those of its authorized employees or agents. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Contractor and Owner, such liability shall be borne by each party in proportion to its own negligence.

- 6.3. **Employee Claims.** Contractor shall indemnify Owner against legal liability for damages arising out of claims by Contractor's employees. Owner shall indemnify Contractor against legal liability for damages arising out of claims by Owner's employees.
- 6.4. **Unanticipated Hazardous Materials.** In the event hazardous material or waste is encountered by Contractor during the course of performing its Services upon the Owner's property, and conditioned upon the fact that Owner did not previously advise Contractor of the existence thereof, then and in that event:
- a. Owner and Contractor acknowledge that the Work Order may be adjusted and compensation to Contractor may be increased as is reasonably necessary for Contractor to complete its Services.
 - b. If the discovery of hazardous substances requires Contractor to take immediate measures to protect health and safety, Contractor agrees to notify Owner immediately following such discovery. Owner agrees, subject to prior written authorization by Owner, to reimburse Contractor for reasonable costs of implementing immediate measures taken to protect health and safety
 - c. Owner shall indemnify, defend, and hold Contractor, its officers, directors, agents, servants, and employees harmless from any claim, demand, or action brought by any third party which is based upon unforeseeable or unavoidable injury or damage caused by said hazardous material or waste.

ARTICLE 7 - INSURANCE

During performance of the Services under this Agreement, Contractor shall maintain the following insurance, at a minimum:

- 7.1. Commercial General Liability (Combined Property Damage, Bodily Injury and Death): \$1,000,000 each occurrence; \$2,000,000 aggregate.
- 7.2. Automobile Liability (Combined Property Damage and Bodily Injury): \$1,000,000.
- 7.3. Workers Compensation for Contractor's employees as required by Oklahoma Statute.
- 7.4. Professional Liability (errors and omissions) insurance: \$2,000,000 aggregate.

Contractor shall furnish Owner certificates of insurance with provision that such insurance shall not be canceled, decreased, nor fail to be renewed without at least thirty (30) days written notice to Owner.

Contractor and Owner shall each require its insurance carriers to waive all rights of subrogation against the other, and its directors, officers, partners, commissioners, officials, agents, and employees for damages covered by any applicable General Liability insurance policies during and after the Services. A similar provision shall be incorporated into all contractual arrangements entered into by Owner and shall protect Owner and Contractor to the same extent.

ARTICLE 8 - LIMITATIONS OF RESPONSIBILITY

Unless specifically provided in a mutually agreed Work Order, Contractor shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety precautions, and programs in connection with any Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Contractor, to fulfill contractual responsibilities to the Owner or to comply with Federal, State or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction.

ARTICLE 9 - REUSE OF DOCUMENTS

At Owner's request, Contractor shall furnish Owner with deliverables and/or other data on electronic media. All documents, including but not limited to, drawings, specifications, and computer software prepared by Contractor pursuant to this Agreement are Instruments of Service in respect to the Project. Any further use or reuse by Owner or others for extension, modification, or expansion of this or any other Project, unless under direction of the Contractor, or specifically assigned to Contractor in a mutually agreeable Work Order, shall be without liability to the Contractor and paragraph 6.2 by the Owner shall be in full force and effect.

ARTICLE 10 - RECORDS AND ACCOUNTS

- 10.1. The Contractor will retain all pertinent records, documents and files (both electronic and paper) for a period of five (5) years beyond completion of each Project or termination of the Agreement for any reason. Said records shall include, but are not limited to, field notes, photographs and information, survey results, and any other materials produced, created, or accumulated in performing this Agreement that have not been submitted to the Owner subsequent to final completion of the Project. Owner may have access to such records during mutually agreeable normal business hours.
- 10.2. Such records shall also include its internal accounting records and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Agreement. The Contractor must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Contractor shall permit periodic audits by the Owner and the Owner's authorized representative. The periodic audits of the records in support of claims and invoices for the Agreement shall be performed at times and places mutually agreed upon by the Owner and Contractor. Agreement as to the time and place for audits may not be unreasonably withheld.

ARTICLE 11 – TERMINATION

- 11.1 Termination for Owner's convenience: Owner may terminate or suspend this Agreement, and/or any Work Order then in progress, in whole or in part, for Owner's convenience upon written notice to Contractor.
- 11.2 Payment for partial services rendered: Owner shall pay Contractor for all the Services performed up to date of the notice in the manner and amount set by each affected Work Order.
- 11.3 Obligation of Contractor upon termination: Upon receipt of the notice of termination or suspension of this Agreement, unless the notice directs otherwise, the Contractor shall (1) immediately discontinue all work and services affected; and (2) deliver to the Owner all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether complete or incomplete.

ARTICLE 12 - COMMUNICATIONS

Except as otherwise expressly provided herein, any notice herein required or permitted to be given shall be in writing and shall be deemed effective when delivered personally, by certified mail, return receipt requested, or by FedEx or other national overnight courier to the appropriate party at the address set forth below (or at such other address as may be designated by either party in a written notice sent in accordance with this Section):

CONTRACTOR: The McKinney Partnership Architects, P.C.
3600 West Main, Ste 200
Norman, OK 73072

OWNER: City Attorney's Office
201 West Gray Street
PO BOX 370
Norman, OK 73070

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

ARTICLE 13 – SCOPE AND CONSTRUCTION OF AGREEMENT

- 13.1. Scope and conflicts. This Agreement applies to and governs all Services provided under all Work Orders during the Term. This Agreement controls to the extent of any conflict with any Work Order or other document pertaining to Services. Without limitation of the other terms of this Agreement, any provisions in a Work Order or other document pertaining to Work that purport to or would have the effect of overriding, amending, modifying, or negating any terms of this Agreement relating to warranties, releases, indemnification, insurance, liabilities, or allocation of responsibility for risk or loss are null and void.
- 13.2. No obligation to request or accept Services or Work Orders. Nothing in this Agreement obligates Owner to request the Services of Contractor in connection with any Project or for Contractor to agree to perform Services.

ARTICLE 14 – GENERAL PROVISIONS

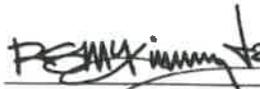
- 14.1. Entire agreement. This Agreement, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the Owner and the Contractor concerning the Agreement. Neither the Owner nor the Contractor has made or shall be bound by any agreement or any representation to the other concerning this Agreement which is not expressly set forth herein.
- 14.2. Severability. If any provision, clause, portion, or section of this Agreement is unenforceable, illegal, or invalid for any reason, or if any event renders any portion or provision of this Agreement void, such shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.
- 14.3. Successors and assigns. Owner and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

- 14.4. Governing law. 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 all actions arising hereunder 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.
- 14.5. Waiver. A waiver by either Owner or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- 14.6. Counterparts; facsimile signatures. This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. For purposes of this Agreement, a telecopy or scan of an executed counterpart shall constitute an original. Any party delivering an executed counterpart of this Agreement by telecopier or email shall also deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Contractor has caused this Agreement to be duly executed.

**THE MCKINNEY PARTNERSHIP
ARCHITECTS, P.C.
(CONTRACTOR)**

By:  
Title: President

Attest: _____
Corporate Secretary

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
COUNTY OF Cleveland) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 14th day of January, 2026, personally appeared Richard S. McKinney to me known to be the identical person who executed the foregoing instrument as an authorized representative of the Contractor, and acknowledged to me that they executed the same as their free and voluntary act for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.


Notary Public

My Commission Expires: 10/21/29
My Commission Number: _____



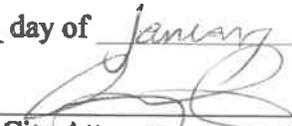
IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed this _____ day of _____, 2026.

**CITY OF NORMAN, OKLAHOMA
NORMAN UTILITIES AUTHORITY
NORMAN MUNICIPAL AUTHORITY
(CITY)**

By: _____
Mayor, City of Norman
Chairperson – Norman Utilities Authority
Chairperson – Norman Municipal Authority

Attest: _____
City Clerk – City of Norman
Secretary – Norman Utilities Authority
Secretary – Norman Municipal Authority

Reviewed as to form and legality this 23 day of January, 2026.



City Attorney

EXHIBIT A
WORK ORDER FORM

WORK ORDER NO. _____

This Work Order, dated the _____ day of _____, _____ (the "Effective Date"), between [the City of Norman/the Norman Utilities Authority/Norman Municipal Authority] ("City") and The McKinney Partnership Architects, P.C. ("Contractor") (City and Contractor, together, the "Parties"), adopts and incorporates by reference the terms and conditions of the Agreement for On-Call Professional Services entered into on _____, ("Agreement") by the Parties. Capitalized terms used by not defined in this Work Order shall have the meanings set out in the Agreement.

WHEREAS, pursuant to Section 3.1 of the Agreement, the Parties wish to enter into this Work Order for purposes of setting forth the rights and obligations regarding the provision of Services by Contractor for [description of project] hereinafter described as "Project" for purposes of this specific Work Order).

NOW THEREFORE, for good and valuable consideration contained herein, the exchange, receipt, and sufficiency of which are acknowledged, the parties agree as follows:

1. Scope of Services. Contractor shall perform those services set forth in Exhibit A attached hereto ("Services").
2. Compensation and Payment. In consideration for the performance of Services under this Work Order, City shall pay to Contractor in an amount and manner as set forth in Exhibit B attached hereto.
3. Schedule. Contractor shall perform the Services in accordance with the schedule set forth in Exhibit C attached hereto.
4. Termination. The term of this Work Order shall commence on the "Effective Date" and end upon the completion of the Services unless otherwise terminated in accordance with the Agreement.
5. [Other Work Order-Specific Terms and Conditions]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the City has caused this Work Order No. _____ to be duly executed this _____ day of _____, 202__.

**[CITY OF NORMAN, OKLAHOMA
NORMAN UTILITIES AUTHORITY
NORMAN MUNICIPAL AUTHORITY]
(CITY)**

By: _____

[Mayor, City of Norman
Chairperson – Norman Utilities Authority
Chairperson – Norman Municipal Authority
City Manager]

Attest: _____

[City Clerk – City of Norman
Secretary – Norman Utilities Authority
Secretary – Norman Municipal Authority]

Reviewed as to form and legality this _____ day of _____, 202__.

City Attorney

EXHIBIT B
COMPENSATION



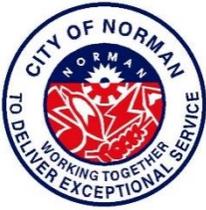
**The McKinney Partnership
Architects
Standard Hourly Billing Rates:**

Principal / Manager	\$275.00 - 260.00
Senior Architect	\$215.00 - 250.00
Project Architect	\$140.00 - 190.00
Project Staff	\$ 90.00 - 130.00
Project Support Staff	\$ 70.00 - 90.00
Administrative Staff	\$ 40.00 - 70.00

3600 West Main
Suite 200
Norman,
Oklahoma 73072
405.360.1400 p
405.364.8287 f
tmparch.com

File Attachments for Item:

24. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2526-79: BY AND BETWEEN THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND OLSSON, INC., FOR ON-CALL ENVIRONMENTAL SERVICES ON AN AS-NEEDED BASIS. (City)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/27/2026

REQUESTER: Peter Wolbach

PRESENTER: Peter Wolbach, Staff Engineer - Utilities

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2526-79: BY AND BETWEEN THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND OLSSON, INC., FOR ON-CALL ENVIRONMENTAL SERVICES ON AN AS-NEEDED BASIS. (City)

BACKGROUND:

Several departments within the City of Norman utilize consultants for various projects necessary to provide reliable services to our citizens and customers. Frequently, consultants for a specific project are selected utilizing a request for proposal specific to the particular project. However, on-call professional service contracts allow staff to expedite the use of consulting services and ensure timely completion of required improvements.

DISCUSSION:

Staff issued Request for Qualifications RFQ-2425-45 to numerous firms providing right-of-way, engineering, surveying, architectural, and environmental services during Fiscal Year 2025. Qualifications were submitted by multiple firms, each identifying the categories of service for which they requested consideration.

Each proposal was independently reviewed and scored by staff from the Parks and Recreation, Public Works, and Utilities Departments, including Tim Miles, Nathan Madenwald, Paul D'Andrea, James Briggs, and Peter Wolbach. Rankings were determined according to the evaluation criteria outlined within the Request for Qualifications.

All reviewers agreed upon the top-ranked firms in each service category based on experience, qualifications, and demonstrated ability to perform the required work. Contracts were then prepared and issued for review, approval, and execution by the selected firms.

Funding for work performed under these contracts will be drawn from the respective project accounts or department budgets and charged at the hourly rates identified in the contract on an as-needed basis. Upon approval of the contracts, staff will select a firm based on availability, relevant experience, and ability to perform the work in a timely manner.

RECOMMENDATION:

Staff recommends that the City of Norman, Norman Municipal Authority, and Norman Utilities Authority approve Contract K-2526-79 with Olsson, Inc., to provide On-Call Environmental Services on an as-needed basis.

AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES

This Agreement is made between the City of Norman/Norman Utilities Authority/Norman Municipal Authority (“Owner”) and Olsson, Inc. (“Contractor”) (Owner and Contractor each individually a “Party” and collectively the “Parties”).

WITNESSETH

WHEREAS, the Owner requires qualified environmental consultants perform professional services (“Services”) in connection with miscellaneous City projects from time to time; and

WHEREAS, the Owner and Contractor wish to enter into an agreement governing the terms and conditions under which Contractor may supply Services, to the extent mutually agreed by the Parties from time to time; and

NOW THEREFORE, in consideration of the promises contained in this Agreement, the Parties, on the date last executed below (the “Effective Date”), agree as follows:

ARTICLE 1 - TERM OF AGREEMENT

The parties desire to enter into a three-year Agreement to secure certain benefits to the contract that would not otherwise be attainable if a multi-year Agreement were not available. Accordingly, it is the expressed intent of the Owner, upon completion of the initial three-year term, to renew the obligations of this contract for two additional one-year terms (maximum contract length of five years), subject to an annual appropriation of funds by the Owner to fund its obligations under this Agreement and subject to Article 11 herein. However, it is also recognized that the Owner can only contract for obligations that occur during a particular fiscal year. To the extent the Owner’s obligations are not funded for any fiscal year during the term of this Agreement, then the portion of the Agreement covering the fiscal year where the Owner’s obligations are unfunded shall be void and unenforceable as to both parties.

ARTICLE 2 –CONTRACTOR’S RESPONSIBILITIES

- 2.1 The standard of care for all Contractor’s Services under this Agreement will be the care and skill ordinarily used by members of Contractor’s profession practicing under similar circumstances at the same time and in the same locality. Contractor shall correct the Services that fail to satisfy this standard of care.
- 2.2 The Contractor shall comply with all existing and future federal, state and local laws, rules and regulations including, but not limited to, those pertaining to collusion and equal employment opportunity.
- 2.3 The Contractor’s duties and assurances pursuant to Articles 6 and 7 shall survive completion, suspension, or termination, for any reason, of this Agreement.

ARTICLE 3 - WORK ORDERS FOR SERVICES TO BE PERFORMED BY CONTRACTOR

- 3.1. Work Orders: The Parties may mutually agree to engage the Services of Contractor for individual Projects by executing one or more Work Orders in the form of EXHIBIT A, pursuant to which project-by-project contract amounts and project timelines will be identified and expressly agreed to. The Work Order shall contain the scope, schedule, and estimate of cost of Contractor’s Services for each project. The Work Order shall also identify the applicable City of Norman Department for which Services are being rendered with each Party’s respective project manager, phone, and email.

- 3.2. Compensation for Services: Contractor's rates for Services for each Work Order shall not exceed those attached hereto as EXHIBIT B, for completion of Services for each Project. Subject to mutual agreement of the Parties, rates contained in EXHIBIT B may be adjusted, no more often than annually, by amendment of this Agreement, in an amount not to exceed that reported for The Consumer Price Index for All Urban Consumers (CPI-U) for the South by the Bureau of Labor Statistics, U.S. Department of Labor.
- 3.3. Method of Payment: Unless otherwise provided in a Work Order, Contractor shall submit separate, detailed monthly invoices for Services provided pursuant to each Work Order. Owner shall pay invoices within thirty (30) days of receipt.

ARTICLE 4 - OWNER'S RESPONSIBILITIES

- 4.1. OWNER-Furnished Data: Owner will provide to Contractor all available, requested electronic data in Owner's possession relating to Contractor's Services on the Project, which may be available from the Owner's various departments relative to utilities as-builts, operations records, parcels, and any other such data necessary. Contractor may reasonably rely upon the accuracy, timeliness, and completeness of the information provided by Owner.
- 4.2. Access to Facilities and Property: Owner will make its facilities accessible to Contractor as required for Contractor's performance of its Services.
- 4.3. Timely Review: Owner will examine Contractor's studies, reports, sketches, drawings, specifications, proposals, and other documents and transmit Owner comments or other decisions to Contractor in a timely manner.
- 4.4. Advertisements, Permits, and Access: Unless otherwise mutually agreed to in a Work Order, Owner will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for Contractor's Services.

ARTICLE 5 – ASSIGNMENT

As this Agreement is professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Contractor to provide professional services to the Owner, the parties agree that the Contractor may not assign its obligations, rights or interest in this Agreement.

ARTICLE 6 - LIABILITY AND INDEMNIFICATION

- 6.1. General. Having considered the potential liabilities that may exist during the performance of the Services and in consideration of the promises contained in this Agreement, Owner and Contractor agree to allocate and limit such liabilities in accordance with this Article.
- 6.2. Indemnification. To the extent permitted by applicable law including the Constitution of the State of Oklahoma, Contractor and Owner each agree to defend, indemnify, and hold harmless the other, its officers, assigns, predecessors, agents, and employees from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its own negligent acts, errors, or omissions, or those of its authorized employees or agents. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Contractor and Owner, such liability shall be borne by each party in proportion to its own negligence.

- 6.3. Employee Claims. Contractor shall indemnify Owner against legal liability for damages arising out of claims by Contractor's employees. Owner shall indemnify Contractor against legal liability for damages arising out of claims by Owner's employees.
- 6.4. Unanticipated Hazardous Materials. In the event hazardous material or waste is encountered by Contractor during the course of performing its Services upon the Owner's property, and conditioned upon the fact that Owner did not previously advise Contractor of the existence thereof, then and in that event:
- a. Owner and Contractor acknowledge that the Work Order may be adjusted and compensation to Contractor may be increased as is reasonably necessary for Contractor to complete its Services.
 - b. If the discovery of hazardous substances requires Contractor to take immediate measures to protect health and safety, Contractor agrees to notify Owner immediately following such discovery. Owner agrees, subject to prior written authorization by Owner, to reimburse Contractor for reasonable costs of implementing immediate measures taken to protect health and safety
 - c. Owner shall indemnify, defend, and hold Contractor, its officers, directors, agents, servants, and employees harmless from any claim, demand, or action brought by any third party which is based upon unforeseeable or unavoidable injury or damage caused by said hazardous material or waste.

ARTICLE 7 - INSURANCE

During performance of the Services under this Agreement, Contractor shall maintain the following insurance, at a minimum:

- 7.1. Commercial General Liability (Combined Property Damage, Bodily Injury and Death): \$1,000,000 each occurrence; \$2,000,000 aggregate.
- 7.2. Automobile Liability (Combined Property Damage and Bodily Injury): \$1,000,000.
- 7.3. Workers Compensation for Contractor's employees as required by Oklahoma Statute.
- 7.4. Professional Liability (errors and omissions) insurance: \$2,000,000 aggregate.

Contractor shall furnish Owner certificates of insurance with provision that such insurance shall not be canceled, decreased, nor fail to be renewed without at least thirty (30) days written notice to Owner.

Contractor and Owner shall each require its insurance carriers to waive all rights of subrogation against the other, and its directors, officers, partners, commissioners, officials, agents, and employees for damages covered by any applicable General Liability insurance policies during and after the Services. A similar provision shall be incorporated into all contractual arrangements entered into by Owner and shall protect Owner and Contractor to the same extent.

ARTICLE 8 - LIMITATIONS OF RESPONSIBILITY

Unless specifically provided in a mutually agreed Work Order, Contractor shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety precautions, and programs in connection with any Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Contractor, to fulfill contractual responsibilities to the Owner or to comply with Federal, State or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction.

ARTICLE 9 - REUSE OF DOCUMENTS

At Owner's request, Contractor shall furnish Owner with deliverables and/or other data on electronic media. All documents, including but not limited to, drawings, specifications, and computer software prepared by Contractor pursuant to this Agreement are Instruments of Service in respect to the Project. Any further use or reuse by Owner or others for extension, modification, or expansion of this or any other Project, unless under direction of the Contractor, or specifically assigned to Contractor in a mutually agreeable Work Order, shall be without liability to the Contractor and paragraph 6.2 by the Owner shall be in full force and effect.

ARTICLE 10 - RECORDS AND ACCOUNTS

- 10.1. The Contractor will retain all pertinent records, documents and files (both electronic and paper) for a period of five (5) years beyond completion of each Project or termination of the Agreement for any reason. Said records shall include, but are not limited to, field notes, photographs and information, survey results, and any other materials produced, created, or accumulated in performing this Agreement that have not been submitted to the Owner subsequent to final completion of the Project. Owner may have access to such records during mutually agreeable normal business hours.
- 10.2. Such records shall also include its internal accounting records and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Agreement. The Contractor must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Contractor shall permit periodic audits by the Owner and the Owner's authorized representative. The periodic audits of the records in support of claims and invoices for the Agreement shall be performed at times and places mutually agreed upon by the Owner and Contractor. Agreement as to the time and place for audits may not be unreasonably withheld.

ARTICLE 11 – TERMINATION

- 11.1 Termination for Owner's convenience: Owner may terminate or suspend this Agreement, and/or any Work Order then in progress, in whole or in part, for Owner's convenience upon written notice to Contractor.
- 11.2 Payment for partial services rendered: Owner shall pay Contractor for all the Services performed up to date of the notice in the manner and amount set by each affected Work Order.
- 11.3 Obligation of Contractor upon termination: Upon receipt of the notice of termination or suspension of this Agreement, unless the notice directs otherwise, the Contractor shall (1) immediately discontinue all work and services affected; and (2) deliver to the Owner all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether complete or incomplete.

ARTICLE 12 - COMMUNICATIONS

Except as otherwise expressly provided herein, any notice herein required or permitted to be given shall be in writing and shall be deemed effective when delivered personally, by certified mail, return receipt requested, or by FedEx or other national overnight courier to the appropriate party at the address set forth below (or at such other address as may be designated by either party in a written notice sent in accordance with this Section):

CONTRACTOR: Olsson, Inc.
11600 Broadway Extension, Ste 300
Oklahoma City, OK 73114

OWNER: City Attorney's Office
201 West Gray Street
PO BOX 370
Norman, OK 73070

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

ARTICLE 13 – SCOPE AND CONSTRUCTION OF AGREEMENT

- 13.1. Scope and conflicts. This Agreement applies to and governs all Services provided under all Work Orders during the Term. This Agreement controls to the extent of any conflict with any Work Order or other document pertaining to Services. Without limitation of the other terms of this Agreement, any provisions in a Work Order or other document pertaining to Work that purport to or would have the effect of overriding, amending, modifying, or negating any terms of this Agreement relating to warranties, releases, indemnification, insurance, liabilities, or allocation of responsibility for risk or loss are null and void.
- 13.2. No obligation to request or accept Services or Work Orders. Nothing in this Agreement obligates Owner to request the Services of Contractor in connection with any Project or for Contractor to agree to perform Services.

ARTICLE 14 – GENERAL PROVISIONS

- 14.1. Entire agreement. This Agreement, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the Owner and the Contractor concerning the Agreement. Neither the Owner nor the Contractor has made or shall be bound by any agreement or any representation to the other concerning this Agreement which is not expressly set forth herein.
- 14.2. Severability. If any provision, clause, portion, or section of this Agreement is unenforceable, illegal, or invalid for any reason, or if any event renders any portion or provision of this Agreement void, such shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.
- 14.3. Successors and assigns. Owner and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

- 14.4. Governing law. 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 all actions arising hereunder 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.
- 14.5. Waiver. A waiver by either Owner or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- 14.6. Counterparts; facsimile signatures. This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. For purposes of this Agreement, a telecopy or scan of an executed counterpart shall constitute an original. Any party delivering an executed counterpart of this Agreement by telecopier or email shall also deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity of this Agreement.

[SIGNATURE PAGES FOLLOW]

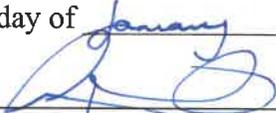
IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed this _____ day of _____, 2025.

**CITY OF NORMAN, OKLAHOMA
NORMAN UTILITIES AUTHORITY
NORMAN MUNICIPAL AUTHORITY
(CITY)**

By: _____
Mayor, City of Norman
Chairperson – Norman Utilities Authority
Chairperson – Norman Municipal Authority

Attest: _____
City Clerk – City of Norman
Secretary – Norman Utilities Authority
Secretary – Norman Municipal Authority

Reviewed as to form and legality this 23 day of January, 2025.



City Attorney

EXHIBIT A
WORK ORDER FORM

WORK ORDER NO. _____

This Work Order, dated the _____ day of _____, _____ (the "Effective Date"), between [the City of Norman/the Norman Utilities Authority/Norman Municipal Authority] ("City") and Olsson, Inc. ("Contractor") (City and Contractor, together, the "Parties"), adopts and incorporates by reference the terms and conditions of the Agreement for On-Call Professional Services entered into on _____, ("Agreement") by the Parties. Capitalized terms used by not defined in this Work Order shall have the meanings set out in the Agreement.

WHEREAS, pursuant to Section 3.1 of the Agreement, the Parties wish to enter into this Work Order for purposes of setting forth the rights and obligations regarding the provision of Services by Contractor for [description of project] hereinafter described as "Project" for purposes of this specific Work Order).

NOW THEREFORE, for good and valuable consideration contained herein, the exchange, receipt, and sufficiency of which are acknowledged, the parties agree as follows:

1. Scope of Services. Contractor shall perform those services set forth in Exhibit A attached hereto ("Services").
2. Compensation and Payment. In consideration for the performance of Services under this Work Order, City shall pay to Contractor in an amount and manner as set forth in Exhibit B attached hereto.
3. Schedule. Contractor shall perform the Services in accordance with the schedule set forth in Exhibit C attached hereto.
4. Termination. The term of this Work Order shall commence on the "Effective Date" and end upon the completion of the Services unless otherwise terminated in accordance with the Agreement.
5. [Other Work Order-Specific Terms and Conditions]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Contractor has caused this Work Order No. ____ to be duly executed.

Olsson, Inc. (CONTRACTOR)

By: _____

Title: _____

Attest: _____
Corporate Secretary

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 20____, personally appeared _____, to me known to be the identical person who executed the foregoing instrument as an authorized representative of the Contractor, and acknowledged to me that they executed the same as their free and voluntary act for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.

Notary Public

My Commission Expires: _____
My Commission Number: _____

IN WITNESS WHEREOF, the City has caused this Work Order No. _____ to be duly executed this _____ day of _____, 202__.

**[CITY OF NORMAN, OKLAHOMA
NORMAN UTILITIES AUTHORITY
NORMAN MUNICIPAL AUTHORITY]
(CITY)**

By: _____

[Mayor, City of Norman
Chairperson – Norman Utilities Authority
Chairperson – Norman Municipal Authority
City Manager]

Attest: _____

[City Clerk – City of Norman
Secretary – Norman Utilities Authority
Secretary – Norman Municipal Authority]

Reviewed as to form and legality this _____ day of _____, 202__.

City Attorney

EXHIBIT B
COMPENSATION

Olsson, Inc.

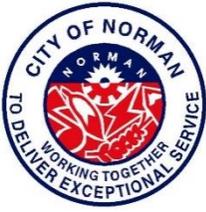
Position	Rate
Project Manager	\$247.00
Senior Scientist	\$241.00
Project Scientist	\$170.00
Associate Scientist	\$126.00
Applied Technology Specialist	\$177.00
Senior Engineer	\$203.00
Admin	\$112.00

Priority Environmental, LLC

Position	Rate
Clerical	\$67.50
Draftsman/ Field Technician	\$82.50
Senior Field Technician	\$105
Project Manager	\$135
Principal	\$180

File Attachments for Item:

25. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-80: BY AND BETWEEN THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND PARKHILL, SMITH, & COOPER, INC., FOR ON-CALL SURVEYING SERVICES ON AN AS-NEEDED BASIS. (City)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/27/2026

REQUESTER: Peter Wolbach

PRESENTER: Peter Wolbach, Staff Engineer - Utilities

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-80: BY AND BETWEEN THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND PARKHILL, SMITH, & COOPER, INC., FOR ON-CALL SURVEYING SERVICES ON AN AS-NEEDED BASIS. (City)

BACKGROUND:

Several departments within the City of Norman utilize consultants for various projects necessary to provide reliable services to our citizens and customers. Frequently, consultants for a specific project are selected utilizing a request for proposal specific to the particular project. However, on-call professional service contracts allow staff to expedite the use of consulting services and ensure timely completion of required improvements.

DISCUSSION:

Staff issued Request for Qualifications RFQ-2425-45 to numerous firms providing right-of-way, engineering, surveying, architectural, and environmental services during Fiscal Year 2025. Qualifications were submitted by multiple firms, each identifying the categories of service for which they requested consideration.

Each proposal was independently reviewed and scored by staff from the Parks and Recreation, Public Works, and Utilities Departments, including Tim Miles, Nathan Madenwald, Paul D'Andrea, James Briggs, and Peter Wolbach. Rankings were determined according to the evaluation criteria outlined within the Request for Qualifications.

All reviewers agreed upon the top-ranked firms in each service category based on experience, qualifications, and demonstrated ability to perform the required work. Contracts were then prepared and issued for review, approval, and execution by the selected firms.

Funding for work performed under these contracts will be drawn from the respective project accounts or department budgets and charged at the hourly rates identified in the contract on an as-needed basis. Upon approval of the contracts, staff will select a firm based on availability, relevant experience, and ability to perform the work in a timely manner.

RECOMMENDATION:

Staff recommends that the City of Norman, Norman Municipal Authority, and Norman Utilities Authority approve Contract K-2526-80 with Parkhill, Smith, & Cooper, Inc., to provide On-Call Surveying Services on an as-needed basis.

AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES

This Agreement is made between the City of Norman/Norman Utilities Authority/Norman Municipal Authority (“Owner”) and Parkhill, Smith, & Cooper, Inc. (“Contractor”) (Owner and Contractor each individually a “Party” and collectively the “Parties”).

WITNESSETH

WHEREAS, the Owner requires qualified surveyors to perform professional services (“Services”) in connection with miscellaneous City projects from time to time; and

WHEREAS, the Owner and Contractor wish to enter into an agreement governing the terms and conditions under which Contractor may supply Services, to the extent mutually agreed by the Parties from time to time; and

NOW THEREFORE, in consideration of the promises contained in this Agreement, the Parties, on the date last executed below (the “Effective Date”), agree as follows:

ARTICLE 1 - TERM OF AGREEMENT

The parties desire to enter into a three-year Agreement to secure certain benefits to the contract that would not otherwise be attainable if a multi-year Agreement were not available. Accordingly, it is the expressed intent of the Owner, upon completion of the initial three-year term, to renew the obligations of this contract for two additional one-year terms (maximum contract length of five years), subject to an annual appropriation of funds by the Owner to fund its obligations under this Agreement and subject to Article 11 herein. However, it is also recognized that the Owner can only contract for obligations that occur during a particular fiscal year. To the extent the Owner’s obligations are not funded for any fiscal year during the term of this Agreement, then the portion of the Agreement covering the fiscal year where the Owner’s obligations are unfunded shall be void and unenforceable as to both parties.

ARTICLE 2 –CONTRACTOR’S RESPONSIBILITIES

- 2.1 The standard of care for all Contractor’s Services under this Agreement will be the care and skill ordinarily used by members of Contractor’s profession practicing under similar circumstances at the same time and in the same locality. Contractor shall correct the Services that fail to satisfy this standard of care.
- 2.2 The Contractor shall comply with all existing and future federal, state and local laws, rules and regulations including, but not limited to, those pertaining to collusion and equal employment opportunity.
- 2.3 The Contractor’s duties and assurances pursuant to Articles 6 and 7 shall survive completion, suspension, or termination, for any reason, of this Agreement.

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- 3.1. Work Orders: The Parties may mutually agree to engage the Services of Contractor for individual Projects by executing one or more Work Orders in the form of EXHIBIT A, pursuant to which project-by-project contract amounts and project timelines will be identified and expressly agreed to. The Work Order shall contain the scope, schedule, and estimate of cost of Contractor’s Services for each project. The Work Order shall also identify the applicable City of Norman Department for which Services are being rendered with each Party’s respective project manager, phone, and email.

- 3.2. Compensation for Services: Contractor's rates for Services for each Work Order shall not exceed those attached hereto as EXHIBIT B, for completion of Services for each Project. Subject to mutual agreement of the Parties, rates contained in EXHIBIT B may be adjusted, no more often than annually, by amendment of this Agreement, in an amount not to exceed that reported for The Consumer Price Index for All Urban Consumers (CPI-U) for the South by the Bureau of Labor Statistics, U.S. Department of Labor.
- 3.3. Method of Payment: Unless otherwise provided in a Work Order, Contractor shall submit separate, detailed monthly invoices for Services provided pursuant to each Work Order. Owner shall pay invoices within thirty (30) days of receipt.

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- 4.1. OWNER-Furnished Data: Owner will provide to Contractor all available, requested electronic data in Owner's possession relating to Contractor's Services on the Project, which may be available from the Owner's various departments relative to utilities as-builts, operations records, parcels, and any other such data necessary. Contractor may reasonably rely upon the accuracy, timeliness, and completeness of the information provided by Owner.
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- 4.3. Timely Review: Owner will examine Contractor's studies, reports, sketches, drawings, specifications, proposals, and other documents and transmit Owner comments or other decisions to Contractor in a timely manner.
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As this Agreement is professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Contractor to provide professional services to the Owner, the parties agree that the Contractor may not assign its obligations, rights or interest in this Agreement.

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- 6.1. General. Having considered the potential liabilities that may exist during the performance of the Services and in consideration of the promises contained in this Agreement, Owner and Contractor agree to allocate and limit such liabilities in accordance with this Article.
- 6.2. Indemnification. To the extent permitted by applicable law including the Constitution of the State of Oklahoma, Contractor and Owner each agree to defend, indemnify, and hold harmless the other, its officers, assigns, predecessors, agents, and employees from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its own negligent acts, errors, or omissions, or those of its authorized employees or agents. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Contractor and Owner, such liability shall be borne by each party in proportion to its own negligence.

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- Owner and Contractor acknowledge that the Work Order may be adjusted and compensation to Contractor may be increased as is reasonably necessary for Contractor to complete its Services.
 - If the discovery of hazardous substances requires Contractor to take immediate measures to protect health and safety, Contractor agrees to notify Owner immediately following such discovery. Owner agrees, subject to prior written authorization by Owner, to reimburse Contractor for reasonable costs of implementing immediate measures taken to protect health and safety
 - Owner shall indemnify, defend, and hold Contractor, its officers, directors, agents, servants, and employees harmless from any claim, demand, or action brought by any third party which is based upon unforeseeable or unavoidable injury or damage caused by said hazardous material or waste.

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Contractor shall furnish Owner certificates of insurance with provision that such insurance shall not be canceled, decreased, nor fail to be renewed without at least thirty (30) days written notice to Owner.

Contractor and Owner shall each require its insurance carriers to waive all rights of subrogation against the other, and its directors, officers, partners, commissioners, officials, agents, and employees for damages covered by any applicable General Liability insurance policies during and after the Services. A similar provision shall be incorporated into all contractual arrangements entered into by Owner and shall protect Owner and Contractor to the same extent.

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Unless specifically provided in a mutually agreed Work Order, Contractor shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety precautions, and programs in connection with any Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Contractor, to fulfill contractual responsibilities to the Owner or to comply with Federal, State or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction.

ARTICLE 9 - REUSE OF DOCUMENTS

At Owner's request, Contractor shall furnish Owner with deliverables and/or other data on electronic media. All documents, including but not limited to, drawings, specifications, and computer software prepared by Contractor pursuant to this Agreement are Instruments of Service in respect to the Project. Any further use or reuse by Owner or others for extension, modification, or expansion of this or any other Project, unless under direction of the Contractor, or specifically assigned to Contractor in a mutually agreeable Work Order, shall be without liability to the Contractor and paragraph 6.2 by the Owner shall be in full force and effect.

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- 10.2. Such records shall also include its internal accounting records and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Agreement. The Contractor must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Contractor shall permit periodic audits by the Owner and the Owner's authorized representative. The periodic audits of the records in support of claims and invoices for the Agreement shall be performed at times and places mutually agreed upon by the Owner and Contractor. Agreement as to the time and place for audits may not be unreasonably withheld.

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- 11.1 Termination for Owner's convenience: Owner may terminate or suspend this Agreement, and/or any Work Order then in progress, in whole or in part, for Owner's convenience upon written notice to Contractor.
- 11.2 Payment for partial services rendered: Owner shall pay Contractor for all the Services performed up to date of the notice in the manner and amount set by each affected Work Order.
- 11.3 Obligation of Contractor upon termination: Upon receipt of the notice of termination or suspension of this Agreement, unless the notice directs otherwise, the Contractor shall (1) immediately discontinue all work and services affected; and (2) deliver to the Owner all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether complete or incomplete.

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Except as otherwise expressly provided herein, any notice herein required or permitted to be given shall be in writing and shall be deemed effective when delivered personally, by certified mail, return receipt requested, or by FedEx or other national overnight courier to the appropriate party at the address set forth below (or at such other address as may be designated by either party in a written notice sent in accordance with this Section):

CONTRACTOR: Parkhill, Smith, & Cooper, Inc.
3226 Bart Conner Dr.
Norman, OK 73072

OWNER: City Attorney's Office
201 West Gray Street
PO BOX 370
Norman, OK 73070

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

ARTICLE 13 – SCOPE AND CONSTRUCTION OF AGREEMENT

- 13.1. Scope and conflicts. This Agreement applies to and governs all Services provided under all Work Orders during the Term. This Agreement controls to the extent of any conflict with any Work Order or other document pertaining to Services. Without limitation of the other terms of this Agreement, any provisions in a Work Order or other document pertaining to Work that purport to or would have the effect of overriding, amending, modifying, or negating any terms of this Agreement relating to warranties, releases, indemnification, insurance, liabilities, or allocation of responsibility for risk or loss are null and void.
- 13.2. No obligation to request or accept Services or Work Orders. Nothing in this Agreement obligates Owner to request the Services of Contractor in connection with any Project or for Contractor to agree to perform Services.

ARTICLE 14 – GENERAL PROVISIONS

- 14.1. Entire agreement. This Agreement, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the Owner and the Contractor concerning the Agreement. Neither the Owner nor the Contractor has made or shall be bound by any agreement or any representation to the other concerning this Agreement which is not expressly set forth herein.
- 14.2. Severability. If any provision, clause, portion, or section of this Agreement is unenforceable, illegal, or invalid for any reason, or if any event renders any portion or provision of this Agreement void, such shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.
- 14.3. Successors and assigns. Owner and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

- 14.4. Governing law. 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 all actions arising hereunder 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.
- 14.5. Waiver. A waiver by either Owner or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- 14.6. Counterparts; facsimile signatures. This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. For purposes of this Agreement, a telecopy or scan of an executed counterpart shall constitute an original. Any party delivering an executed counterpart of this Agreement by telecopier or email shall also deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity of this Agreement.

[SIGNATURE PAGES FOLLOW]

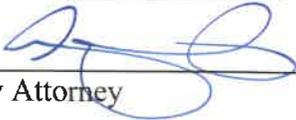
IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed this _____ day of _____, 2025.

**CITY OF NORMAN, OKLAHOMA
NORMAN UTILITIES AUTHORITY
NORMAN MUNICIPAL AUTHORITY
(CITY)**

By: _____
Mayor, City of Norman
Chairperson – Norman Utilities Authority
Chairperson – Norman Municipal Authority

Attest: _____
City Clerk – City of Norman
Secretary – Norman Utilities Authority
Secretary – Norman Municipal Authority

Reviewed as to form and legality this 20 day of Jan, 2025.



City Attorney

EXHIBIT A
WORK ORDER FORM

WORK ORDER NO. _____

This Work Order, dated the _____ day of _____, _____ (the "Effective Date"), between [the City of Norman/the Norman Utilities Authority/Norman Municipal Authority] ("City") and Parkhill, Smith, & Cooper, Inc. ("Contractor") (City and Contractor, together, the "Parties"), adopts and incorporates by reference the terms and conditions of the Agreement for On-Call Professional Services entered into on _____, ("Agreement") by the Parties. Capitalized terms used by not defined in this Work Order shall have the meanings set out in the Agreement.

WHEREAS, pursuant to Section 3.1 of the Agreement, the Parties wish to enter into this Work Order for purposes of setting forth the rights and obligations regarding the provision of Services by Contractor for [description of project] hereinafter described as "Project" for purposes of this specific Work Order).

NOW THEREFORE, for good and valuable consideration contained herein, the exchange, receipt, and sufficiency of which are acknowledged, the parties agree as follows:

1. Scope of Services. Contractor shall perform those services set forth in Exhibit A attached hereto ("Services").
2. Compensation and Payment. In consideration for the performance of Services under this Work Order, City shall pay to Contractor in an amount and manner as set forth in Exhibit B attached hereto.
3. Schedule. Contractor shall perform the Services in accordance with the schedule set forth in Exhibit C attached hereto.
4. Termination. The term of this Work Order shall commence on the "Effective Date" and end upon the completion of the Services unless otherwise terminated in accordance with the Agreement.
5. [Other Work Order-Specific Terms and Conditions]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the City has caused this Work Order No. _____ to be duly executed this _____ day of _____, 202__.

**[CITY OF NORMAN, OKLAHOMA
NORMAN UTILITIES AUTHORITY
NORMAN MUNICIPAL AUTHORITY]
(CITY)**

By: _____
[Mayor, City of Norman
Chairperson – Norman Utilities Authority
Chairperson – Norman Municipal Authority
City Manager]

Attest: _____
[City Clerk – City of Norman
Secretary – Norman Utilities Authority
Secretary – Norman Municipal Authority]

Reviewed as to form and legality this _____ day of _____, 202__.

City Attorney

EXHIBIT B
COMPENSATION

**Exhibit B
Parkhill
Hourly Rate Schedule
January 1, 2026 through December 31, 2026**

Client: City of Norman

Project: On-Call Surveying

Agreement Date: 01/20/2026

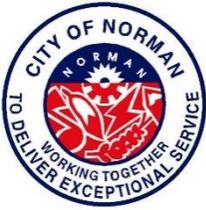
Location: Norman, OK

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	\$70.00	PROFESSIONAL LEVEL III		PROFESSIONAL LEVEL VI	
SUPPORT STAFF II	\$81.00	Architect	\$176.00	Architect	\$274.00
SUPPORT STAFF III	\$112.00	Civil Engineer	\$213.00	Civil Engineer	\$295.00
SUPPORT STAFF IV	\$119.00	Electrical Engineer	\$204.00	Electrical Engineer	\$290.00
SUPPORT STAFF V	\$131.00	Interior Designer	\$152.00	Interior Designer	\$217.00
SUPPORT STAFF VI	\$143.00	Landscape Architect	\$164.00	Landscape Architect	\$232.00
PROFESSIONAL LEVEL I		Mechanical Engineer	\$198.00	Mechanical Engineer	\$281.00
Architect	\$143.00	Structural Engineer	\$204.00	Structural Engineer	\$263.00
Civil Engineer	\$154.00	Survey Tech	\$159.00	Professional Land Surveyor	\$245.00
Electrical Engineer	\$155.00	Other Professional	\$151.00	Other Professional	\$226.00
Interior Designer	\$132.00	PROFESSIONAL LEVEL IV		PROFESSIONAL LEVEL VII	
Landscape Architect	\$132.00	Architect	\$214.00	Architect	\$349.00
Mechanical Engineer	\$148.00	Civil Engineer	\$248.00	Civil Engineer	\$356.00
Structural Engineer	\$147.00	Electrical Engineer	\$239.00	Electrical Engineer	\$345.00
Survey Tech	\$125.00	Interior Designer	\$167.00	Interior Designer	\$298.00
Other Professional	\$130.00	Landscape Architect	\$178.00	Landscape Architect	\$298.00
PROFESSIONAL LEVEL II		Mechanical Engineer	\$232.00	Mechanical Engineer	\$332.00
Architect	\$155.00	Structural Engineer	\$236.00	Structural Engineer	\$348.00
Civil Engineer	\$173.00	Survey Tech	\$193.00	Professional Land Surveyor	\$297.00
Electrical Engineer	\$176.00	Other Professional	\$178.00	Other Professional	\$286.00
Interior Designer	\$139.00	PROFESSIONAL LEVEL V			
Landscape Architect	\$139.00	Architect	\$260.00		
Mechanical Engineer	\$170.00	Civil Engineer	\$294.00		
Structural Engineer	\$167.00	Electrical Engineer	\$288.00		
Survey Tech	\$136.00	Interior Designer	\$200.00		
Other Professional	\$137.00	Landscape Architect	\$217.00		
		Mechanical Engineer	\$278.00		
		Structural Engineer	\$260.00		
		Professional Land Surveyor	\$219.00		
		Other Professional	\$198.00		

The Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2026 through December 31, 2026. After December 31, 2026, invoices will reflect the Schedule of Charges currently in effect.

File Attachments for Item:

26. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-86: BY AND BETWEEN THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND WHITE HAWK ENGINEERING & DESIGN, L.L.C., FOR ON-CALL SURVEYING SERVICES ON AN AS-NEEDED BASIS. (City)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/27/2026

REQUESTER: Peter Wolbach

PRESENTER: Peter Wolbach, Staff Engineer - Utilities

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-86: BY AND BETWEEN THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND WHITE HAWK ENGINEERING & DESIGN, L.L.C., FOR ON-CALL SURVEYING SERVICES ON AN AS-NEEDED BASIS. (City)

BACKGROUND:

Several departments within the City of Norman utilize consultants for various projects necessary to provide reliable services to our citizens and customers. Frequently, consultants for a specific project are selected utilizing a request for proposal specific to the particular project. However, on-call professional service contracts allow staff to expedite the use of consulting services and ensure timely completion of required improvements.

DISCUSSION:

Staff issued Request for Qualifications RFQ-2425-45 to numerous firms providing right-of-way, engineering, surveying, architectural, and environmental services during Fiscal Year 2025. Qualifications were submitted by multiple firms, each identifying the categories of service for which they requested consideration.

Each proposal was independently reviewed and scored by staff from the Parks and Recreation, Public Works, and Utilities Departments, including Tim Miles, Nathan Madenwald, Paul D'Andrea, James Briggs, and Peter Wolbach. Rankings were determined according to the evaluation criteria outlined within the Request for Qualifications.

All reviewers agreed upon the top-ranked firms in each service category based on experience, qualifications, and demonstrated ability to perform the required work. Contracts were then prepared and issued for review, approval, and execution by the selected firms.

Funding for work performed under these contracts will be drawn from the respective project accounts or department budgets and charged at the hourly rates identified in the contract on an as-needed basis. Upon approval of the contracts, staff will select a firm based on availability, relevant experience, and ability to perform the work in a timely manner.

RECOMMENDATION:

Staff recommends that the City of Norman, Norman Municipal Authority, and Norman Utilities Authority approve Contract K-2526-86 with White Hawk Engineering & Design, L.L.C., to provide On-Call Surveying Services on an as-needed basis.

AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES

This Agreement is made between the City of Norman/Norman Utilities Authority/Norman Municipal Authority (“Owner”) and White Hawk Engineering & Design, LLC (“Contractor”) (Owner and Contractor each individually a “Party” and collectively the “Parties”).

WITNESSETH

WHEREAS, the Owner requires qualified surveyors to perform professional services (“Services”) in connection with miscellaneous City projects from time to time; and

WHEREAS, the Owner and Contractor wish to enter into an agreement governing the terms and conditions under which Contractor may supply Services, to the extent mutually agreed by the Parties from time to time; and

NOW THEREFORE, in consideration of the promises contained in this Agreement, the Parties, on the date last executed below (the “Effective Date”), agree as follows:

ARTICLE 1 - TERM OF AGREEMENT

The parties desire to enter into a three-year Agreement to secure certain benefits to the contract that would not otherwise be attainable if a multi-year Agreement were not available. Accordingly, it is the expressed intent of the Owner, upon completion of the initial three-year term, to renew the obligations of this contract for two additional one-year terms (maximum contract length of five years), subject to an annual appropriation of funds by the Owner to fund its obligations under this Agreement and subject to Article 11 herein. However, it is also recognized that the Owner can only contract for obligations that occur during a particular fiscal year. To the extent the Owner’s obligations are not funded for any fiscal year during the term of this Agreement, then the portion of the Agreement covering the fiscal year where the Owner’s obligations are unfunded shall be void and unenforceable as to both parties.

ARTICLE 2 –CONTRACTOR’S RESPONSIBILITIES

- 2.1 The standard of care for all Contractor’s Services under this Agreement will be the care and skill ordinarily used by members of Contractor’s profession practicing under similar circumstances at the same time and in the same locality. Contractor shall correct the Services that fail to satisfy this standard of care.
- 2.2 The Contractor shall comply with all existing and future federal, state and local laws, rules and regulations including, but not limited to, those pertaining to collusion and equal employment opportunity.
- 2.3 The Contractor’s duties and assurances pursuant to Articles 6 and 7 shall survive completion, suspension, or termination, for any reason, of this Agreement.

ARTICLE 3 - WORK ORDERS FOR SERVICES TO BE PERFORMED BY CONTRACTOR

- 3.1. Work Orders: The Parties may mutually agree to engage the Services of Contractor for individual Projects by executing one or more Work Orders in the form of EXHIBIT A, pursuant to which project-by-project contract amounts and project timelines will be identified and expressly agreed to. The Work Order shall contain the scope, schedule, and estimate of cost of Contractor’s Services for each project. The Work Order shall also identify the applicable City of Norman Department for which Services are being rendered with each Party’s respective project manager, phone, and email.

- 3.2. Compensation for Services: Contractor's rates for Services for each Work Order shall not exceed those attached hereto as EXHIBIT B, for completion of Services for each Project. Subject to mutual agreement of the Parties, rates contained in EXHIBIT B may be adjusted, no more often than annually, by amendment of this Agreement, in an amount not to exceed that reported for The Consumer Price Index for All Urban Consumers (CPI-U) for the South by the Bureau of Labor Statistics, U.S. Department of Labor.
- 3.3. Method of Payment: Unless otherwise provided in a Work Order, Contractor shall submit separate, detailed monthly invoices for Services provided pursuant to each Work Order. Owner shall pay invoices within thirty (30) days of receipt.

ARTICLE 4 - OWNER'S RESPONSIBILITIES

- 4.1. OWNER-Furnished Data: Owner will provide to Contractor all available, requested electronic data in Owner's possession relating to Contractor's Services on the Project, which may be available from the Owner's various departments relative to utilities as-builts, operations records, parcels, and any other such data necessary. Contractor may reasonably rely upon the accuracy, timeliness, and completeness of the information provided by Owner.
- 4.2. Access to Facilities and Property: Owner will make its facilities accessible to Contractor as required for Contractor's performance of its Services.
- 4.3. Timely Review: Owner will examine Contractor's studies, reports, sketches, drawings, specifications, proposals, and other documents and transmit Owner comments or other decisions to Contractor in a timely manner.
- 4.4. Advertisements, Permits, and Access: Unless otherwise mutually agreed to in a Work Order, Owner will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for Contractor's Services.

ARTICLE 5 – ASSIGNMENT

As this Agreement is professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Contractor to provide professional services to the Owner, the parties agree that the Contractor may not assign its obligations, rights or interest in this Agreement.

ARTICLE 6 - LIABILITY AND INDEMNIFICATION

- 6.1. General. Having considered the potential liabilities that may exist during the performance of the Services and in consideration of the promises contained in this Agreement, Owner and Contractor agree to allocate and limit such liabilities in accordance with this Article.
- 6.2. Indemnification. To the extent permitted by applicable law including the Constitution of the State of Oklahoma, Contractor and Owner each agree to indemnify and hold harmless the other, its officers, assigns, predecessors, agents, and employees from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its own negligent acts, errors, or omissions, or those of its authorized employees or agents. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Contractor and Owner, such liability shall be borne by each party in proportion to its own negligence.

- 6.3. Employee Claims. Contractor shall indemnify Owner against legal liability for damages arising out of claims by Contractor's employees. Owner shall indemnify Contractor against legal liability for damages arising out of claims by Owner's employees.
- 6.4. Unanticipated Hazardous Materials. In the event hazardous material or waste is encountered by Contractor during the course of performing its Services upon the Owner's property, and conditioned upon the fact that Owner did not previously advise Contractor of the existence thereof, then and in that event:
- a. Owner and Contractor acknowledge that the Work Order may be adjusted and compensation to Contractor may be increased as is reasonably necessary for Contractor to complete its Services.
 - b. If the discovery of hazardous substances requires Contractor to take immediate measures to protect health and safety, Contractor agrees to notify Owner immediately following such discovery. Owner agrees, subject to prior written authorization by Owner, to reimburse Contractor for reasonable costs of implementing immediate measures taken to protect health and safety
 - c. Owner shall indemnify and hold Contractor, its officers, directors, agents, servants, and employees harmless from any claim, demand, or action brought by any third party which is based upon unforeseeable or unavoidable injury or damage caused by said hazardous material or waste.

ARTICLE 7 - INSURANCE

During performance of the Services under this Agreement, Contractor shall maintain the following insurance, at a minimum:

- 7.1. Commercial General Liability (Combined Property Damage, Bodily Injury and Death): \$1,000,000 each occurrence; \$2,000,000 aggregate.
- 7.2. Automobile Liability (Combined Property Damage and Bodily Injury): \$1,000,000.
- 7.3. Workers Compensation for Contractor's employees as required by Oklahoma Statute.
- 7.4. Professional Liability (errors and omissions) insurance: \$2,000,000 aggregate.

Contractor shall furnish Owner certificates of insurance with provision that such insurance shall not be canceled, decreased, nor fail to be renewed without at least thirty (30) days written notice to Owner.

Contractor and Owner shall each require its insurance carriers to waive all rights of subrogation against the other, and its directors, officers, partners, commissioners, officials, agents, and employees for damages covered by any applicable General Liability insurance policies during and after the Services. A similar provision shall be incorporated into all contractual arrangements entered into by Owner and shall protect Owner and Contractor to the same extent.

ARTICLE 8 - LIMITATIONS OF RESPONSIBILITY

Unless specifically provided in a mutually agreed Work Order, Contractor shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety precautions, and programs in connection with any Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Contractor, to fulfill contractual responsibilities to the Owner or to comply with Federal, State or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction.

ARTICLE 9 - REUSE OF DOCUMENTS

At Owner's request, Contractor shall furnish Owner with deliverables and/or other data on electronic media. All documents, including but not limited to, drawings, specifications, and computer software prepared by Contractor pursuant to this Agreement are Instruments of Service in respect to the Project. Any further use or reuse by Owner or others for extension, modification, or expansion of this or any other Project, unless under direction of the Contractor, or specifically assigned to Contractor in a mutually agreeable Work Order, shall be without liability to the Contractor and paragraph 6.2 by the Owner shall be in full force and effect.

ARTICLE 10 - RECORDS AND ACCOUNTS

- 10.1. The Contractor will retain all pertinent records, documents and files (both electronic and paper) for a period of five (5) years beyond completion of each Project or termination of the Agreement for any reason. Said records shall include, but are not limited to, field notes, photographs and information, survey results, and any other materials produced, created, or accumulated in performing this Agreement that have not been submitted to the Owner subsequent to final completion of the Project. Owner may have access to such records during mutually agreeable normal business hours.
- 10.2. Such records shall also include its internal accounting records and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Agreement. The Contractor must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Contractor shall permit periodic audits by the Owner and the Owner's authorized representative. The periodic audits of the records in support of claims and invoices for the Agreement shall be performed at times and places mutually agreed upon by the Owner and Contractor. Agreement as to the time and place for audits may not be unreasonably withheld.

ARTICLE 11 – TERMINATION

11.1 Termination for Owner's convenience: Owner may terminate or suspend this Agreement, and/or any Work Order then in progress, in whole or in part, for Owner's convenience upon written notice to Contractor.

11.2 Payment for partial services rendered: Owner shall pay Contractor for all the Services performed up to date of the notice in the manner and amount set by each affected Work Order.

11.3 Obligation of Contractor upon termination: Upon receipt of the notice of termination or suspension of this Agreement, unless the notice directs otherwise, the Contractor shall (1) immediately discontinue all work and services affected; and (2) deliver to the Owner all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether complete or incomplete.

ARTICLE 12 - COMMUNICATIONS

Except as otherwise expressly provided herein, any notice herein required or permitted to be given shall be in writing and shall be deemed effective when delivered personally, by certified mail, return receipt requested, or by FedEx or other national overnight courier to the appropriate party at the address set forth below (or at such other address as may be designated by either party in a written notice sent in accordance with this Section):

CONTRACTOR: White Hawk Engineering &
Design, LLC
1821 E. Imhoff Road
Norman, OK 73071

OWNER: City Attorney's Office
201 West Gray Street
PO BOX 370
Norman, OK 73070

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

ARTICLE 13 – SCOPE AND CONSTRUCTION OF AGREEMENT

- 13.1. Scope and conflicts. This Agreement applies to and governs all Services provided under all Work Orders during the Term. This Agreement controls to the extent of any conflict with any Work Order or other document pertaining to Services. Without limitation of the other terms of this Agreement, any provisions in a Work Order or other document pertaining to Work that purport to or would have the effect of overriding, amending, modifying, or negating any terms of this Agreement relating to warranties, releases, indemnification, insurance, liabilities, or allocation of responsibility for risk or loss are null and void.
- 13.2. No obligation to request or accept Services or Work Orders. Nothing in this Agreement obligates Owner to request the Services of Contractor in connection with any Project or for Contractor to agree to perform Services.

ARTICLE 14 – GENERAL PROVISIONS

- 14.1. Entire agreement. This Agreement, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the Owner and the Contractor concerning the Agreement. Neither the Owner nor the Contractor has made or shall be bound by any agreement or any representation to the other concerning this Agreement which is not expressly set forth herein.
- 14.2. Severability. If any provision, clause, portion, or section of this Agreement is unenforceable, illegal, or invalid for any reason, or if any event renders any portion or provision of this Agreement void, such shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.
- 14.3. Successors and assigns. Owner and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

- 14.4. Governing law. 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 all actions arising hereunder 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.
- 14.5. Waiver. A waiver by either Owner or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- 14.6. Counterparts; facsimile signatures. This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. For purposes of this Agreement, a telecopy or scan of an executed counterpart shall constitute an original. Any party delivering an executed counterpart of this Agreement by telecopier or email shall also deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed this _____ day of _____, 2025.

**CITY OF NORMAN, OKLAHOMA
NORMAN UTILITIES AUTHORITY
NORMAN MUNICIPAL AUTHORITY
(CITY)**

By: _____
Mayor, City of Norman
Chairperson – Norman Utilities Authority
Chairperson – Norman Municipal Authority

Attest: _____
City Clerk – City of Norman
Secretary – Norman Utilities Authority
Secretary – Norman Municipal Authority

Reviewed as to form and legality this 22 day of January, 2025.



City Attorney

EXHIBIT A
WORK ORDER FORM

WORK ORDER NO. _____

This Work Order, dated the _____ day of _____, _____ (the "Effective Date"), between [the City of Norman/the Norman Utilities Authority/Norman Municipal Authority] ("City") and White Hawk Engineering & Design, LLC ("Contractor") (City and Contractor, together, the "Parties"), adopts and incorporates by reference the terms and conditions of the Agreement for On-Call Professional Services entered into on _____, ("Agreement") by the Parties. Capitalized terms used by not defined in this Work Order shall have the meanings set out in the Agreement.

WHEREAS, pursuant to Section 3.1 of the Agreement, the Parties wish to enter into this Work Order for purposes of setting forth the rights and obligations regarding the provision of Services by Contractor for [description of project] hereinafter described as "Project" for purposes of this specific Work Order).

NOW THEREFORE, for good and valuable consideration contained herein, the exchange, receipt, and sufficiency of which are acknowledged, the parties agree as follows:

1. Scope of Services. Contractor shall perform those services set forth in Exhibit A attached hereto ("Services").
2. Compensation and Payment. In consideration for the performance of Services under this Work Order, City shall pay to Contractor in an amount and manner as set forth in Exhibit B attached hereto.
3. Schedule. Contractor shall perform the Services in accordance with the schedule set forth in Exhibit C attached hereto.
4. Termination. The term of this Work Order shall commence on the "Effective Date" and end upon the completion of the Services unless otherwise terminated in accordance with the Agreement.
5. [Other Work Order-Specific Terms and Conditions]

[SIGNATURE PAGE FOLLOWS]

WO # [#] to K-2526-86

IN WITNESS WHEREOF, the City has caused this Work Order No. _____ to be duly executed this _____ day of _____, 202__.

**[CITY OF NORMAN, OKLAHOMA
NORMAN UTILITIES AUTHORITY
NORMAN MUNICIPAL AUTHORITY]
(CITY)**

By: _____
[Mayor, City of Norman
Chairperson – Norman Utilities Authority
Chairperson – Norman Municipal Authority
City Manager]

Attest: _____
[City Clerk – City of Norman
Secretary – Norman Utilities Authority
Secretary – Norman Municipal Authority]

Reviewed as to form and legality this _____ day of _____, 202__.

City Attorney

EXHIBIT B
COMPENSATION



+405.735.6096
WhiteHawkEngineering.com
1821 E. Imhoff Road
Norman, OK 73071

FEE SCHEDULE City of Norman On Demand Survey (2026)

Classification Hourly

Survey Manager	\$285.13
Professional Land Surveyor	\$231.33
Project Manager	\$224.40
Senior Survey Crew Chief	\$ 98.25
Survey Crew Chief	\$ 89.39
Survey Technician	\$ 70.58
Senior CAD Technician	\$157.78
CAD Technician	\$117.09
Remote Sensing Field Crew	\$269.51
Remote Sensing Technician	\$124.17
Remote Sensing Manager	\$145.34
Construction Manager	\$118.92
Title Investigation Manager	\$148.16
Title Investigator	\$ 89.58
Administration/Clerical	\$ 94.86

Direct Non-Labor Costs

Monuments (Varying Styles)	Direct Costs Plus 15%
Printing/Reproduction	Direct Costs Plus 15%
Signage/Traffic Control	Direct Costs Plus
Map Duplication 11" x 17"	15% \$1.00/sheet
Map Duplication 18" x 24"	\$4.00/sheet
Map Duplication 24" x 36"	\$6.00sheet
Equipment Rental	At Cost

File Attachments for Item:

27. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-87: BY AND BETWEEN THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND WSB L.L.C., FOR ON-CALL ENVIRONMENTAL SERVICES ON AN AS-NEEDED BASIS. (City)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/27/2026

REQUESTER: Peter Wolbach

PRESENTER: Peter Wolbach, Staff Engineer - Utilities

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-87: BY AND BETWEEN THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND WSB L.L.C., FOR ON-CALL ENVIRONMENTAL SERVICES ON AN AS-NEEDED BASIS. (City)

BACKGROUND:

Several departments within the City of Norman utilize consultants for various projects necessary to provide reliable services to our citizens and customers. Frequently, consultants for a specific project are selected utilizing a request for proposal specific to the particular project. However, on-call professional service contracts allow staff to expedite the use of consulting services and ensure timely completion of required improvements.

DISCUSSION:

Staff issued Request for Qualifications RFQ-2425-45 to numerous firms providing right-of-way, engineering, surveying, architectural, and environmental services during Fiscal Year 2025. Qualifications were submitted by multiple firms, each identifying the categories of service for which they requested consideration.

Each proposal was independently reviewed and scored by staff from the Parks and Recreation, Public Works, and Utilities Departments, including Tim Miles, Nathan Madenwald, Paul D'Andrea, James Briggs, and Peter Wolbach. Rankings were determined according to the evaluation criteria outlined within the Request for Qualifications.

All reviewers agreed upon the top-ranked firms in each service category based on experience, qualifications, and demonstrated ability to perform the required work. Contracts were then prepared and issued for review, approval, and execution by the selected firms.

Funding for work performed under these contracts will be drawn from the respective project accounts or department budgets and charged at the hourly rates identified in the contract on an as-needed basis. Upon approval of the contracts, staff will select a firm based on availability, relevant experience, and ability to perform the work in a timely manner.

RECOMMENDATION:

Staff recommends that the City of Norman, Norman Municipal Authority, and Norman Utilities Authority approve Contract K-2526-87 with WSB L.L.C., to provide On-Call Environmental Services on an as-needed basis.

AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES

This Agreement is made between the City of Norman/Norman Utilities Authority/Norman Municipal Authority (“Owner”) and WSB LLC (“Contractor”) (Owner and Contractor each individually a “Party” and collectively the “Parties”).

WITNESSETH

WHEREAS, the Owner requires qualified environmental consultants to perform professional services (“Services”) in connection with miscellaneous City projects from time to time; and

WHEREAS, the Owner and Contractor wish to enter into an agreement governing the terms and conditions under which Contractor may supply Services, to the extent mutually agreed by the Parties from time to time; and

NOW THEREFORE, in consideration of the promises contained in this Agreement, the Parties, on the date last executed below (the “Effective Date”), agree as follows:

ARTICLE 1 - TERM OF AGREEMENT

The parties desire to enter into a three-year Agreement to secure certain benefits to the contract that would not otherwise be attainable if a multi-year Agreement were not available. Accordingly, it is the expressed intent of the Owner, upon completion of the initial three-year term, to renew the obligations of this contract for two additional one-year terms (maximum contract length of five years), subject to an annual appropriation of funds by the Owner to fund its obligations under this Agreement and subject to Article 11 herein. However, it is also recognized that the Owner can only contract for obligations that occur during a particular fiscal year. To the extent the Owner’s obligations are not funded for any fiscal year during the term of this Agreement, then the portion of the Agreement covering the fiscal year where the Owner’s obligations are unfunded shall be void and unenforceable as to both parties.

ARTICLE 2 –CONTRACTOR’S RESPONSIBILITIES

- 2.1 The standard of care for all Contractor’s Services under this Agreement will be the care and skill ordinarily used by members of Contractor’s profession practicing under similar circumstances at the same time and in the same locality. Contractor shall correct the Services that fail to satisfy this standard of care.
- 2.2 The Contractor shall comply with all existing and future federal, state and local laws, rules and regulations including, but not limited to, those pertaining to collusion and equal employment opportunity.
- 2.3 The Contractor’s duties and assurances pursuant to Articles 6 and 7 shall survive completion, suspension, or termination, for any reason, of this Agreement.

ARTICLE 3 - WORK ORDERS FOR SERVICES TO BE PERFORMED BY CONTRACTOR

- 3.1. Work Orders: The Parties may mutually agree to engage the Services of Contractor for individual Projects by executing one or more Work Orders in the form of EXHIBIT A, pursuant to which project-by-project contract amounts and project timelines will be identified and expressly agreed to. The Work Order shall contain the scope, schedule, and estimate of cost of Contractor’s Services for each project. The Work Order shall also identify the applicable City of Norman Department for which Services are being rendered with each Party’s respective project manager, phone, and email.

- 3.2. Compensation for Services: Contractor's rates for Services for each Work Order shall not exceed those attached hereto as EXHIBIT B, for completion of Services for each Project. Subject to mutual agreement of the Parties, rates contained in EXHIBIT B may be adjusted, no more often than annually, by amendment of this Agreement, in an amount not to exceed that reported for The Consumer Price Index for All Urban Consumers (CPI-U) for the South by the Bureau of Labor Statistics, U.S. Department of Labor.
- 3.3. Method of Payment: Unless otherwise provided in a Work Order, Contractor shall submit separate, detailed monthly invoices for Services provided pursuant to each Work Order. Owner shall pay invoices within thirty (30) days of receipt.

ARTICLE 4 - OWNER'S RESPONSIBILITIES

- 4.1. OWNER-Furnished Data: Owner will provide to Contractor all available, requested electronic data in Owner's possession relating to Contractor's Services on the Project, which may be available from the Owner's various departments relative to utilities as-builts, operations records, parcels, and any other such data necessary. Contractor may reasonably rely upon the accuracy, timeliness, and completeness of the information provided by Owner.
- 4.2. Access to Facilities and Property: Owner will make its facilities accessible to Contractor as required for Contractor's performance of its Services.
- 4.3. Timely Review: Owner will examine Contractor's studies, reports, sketches, drawings, specifications, proposals, and other documents and transmit Owner comments or other decisions to Contractor in a timely manner.
- 4.4. Advertisements, Permits, and Access: Unless otherwise mutually agreed to in a Work Order, Owner will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for Contractor's Services.

ARTICLE 5 – ASSIGNMENT

As this Agreement is professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Contractor to provide professional services to the Owner, the parties agree that the Contractor may not assign its obligations, rights or interest in this Agreement.

ARTICLE 6 - LIABILITY AND INDEMNIFICATION

- 6.1. General. Having considered the potential liabilities that may exist during the performance of the Services and in consideration of the promises contained in this Agreement, Owner and Contractor agree to allocate and limit such liabilities in accordance with this Article.
- 6.2. Indemnification. To the extent permitted by applicable law including the Constitution of the State of Oklahoma, Contractor and Owner each agree to defend, indemnify, and hold harmless the other, its officers, assigns, predecessors, agents, and employees from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its own negligent acts, errors, or omissions, or those of its authorized employees or agents. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Contractor and Owner, such liability shall be borne by each party in proportion to its own negligence.

- 6.3. Employee Claims. Contractor shall indemnify Owner against legal liability for damages arising out of claims by Contractor's employees. Owner shall indemnify Contractor against legal liability for damages arising out of claims by Owner's employees.
- 6.4. Unanticipated Hazardous Materials. In the event hazardous material or waste is encountered by Contractor during the course of performing its Services upon the Owner's property, and conditioned upon the fact that Owner did not previously advise Contractor of the existence thereof, then and in that event:
- a. Owner and Contractor acknowledge that the Work Order may be adjusted and compensation to Contractor may be increased as is reasonably necessary for Contractor to complete its Services.
 - b. If the discovery of hazardous substances requires Contractor to take immediate measures to protect health and safety, Contractor agrees to notify Owner immediately following such discovery. Owner agrees, subject to prior written authorization by Owner, to reimburse Contractor for reasonable costs of implementing immediate measures taken to protect health and safety
 - c. Owner shall indemnify, defend, and hold Contractor, its officers, directors, agents, servants, and employees harmless from any claim, demand, or action brought by any third party which is based upon unforeseeable or unavoidable injury or damage caused by said hazardous material or waste.

ARTICLE 7 - INSURANCE

During performance of the Services under this Agreement, Contractor shall maintain the following insurance, at a minimum:

- 7.1. Commercial General Liability (Combined Property Damage, Bodily Injury and Death): \$1,000,000 each occurrence; \$2,000,000 aggregate.
- 7.2. Automobile Liability (Combined Property Damage and Bodily Injury): \$1,000,000.
- 7.3. Workers Compensation for Contractor's employees as required by Oklahoma Statute.
- 7.4. Professional Liability (errors and omissions) insurance: \$2,000,000 aggregate.

Contractor shall furnish Owner certificates of insurance with provision that such insurance shall not be canceled, decreased, nor fail to be renewed without at least thirty (30) days written notice to Owner.

Contractor and Owner shall each require its insurance carriers to waive all rights of subrogation against the other, and its directors, officers, partners, commissioners, officials, agents, and employees for damages covered by any applicable General Liability insurance policies during and after the Services. A similar provision shall be incorporated into all contractual arrangements entered into by Owner and shall protect Owner and Contractor to the same extent.

ARTICLE 8 - LIMITATIONS OF RESPONSIBILITY

Unless specifically provided in a mutually agreed Work Order, Contractor shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety precautions, and programs in connection with any Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Contractor, to fulfill contractual responsibilities to the Owner or to comply with Federal, State or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction.

ARTICLE 9 - REUSE OF DOCUMENTS

At Owner's request, Contractor shall furnish Owner with deliverables and/or other data on electronic media. All documents, including but not limited to, drawings, specifications, and computer software prepared by Contractor pursuant to this Agreement are Instruments of Service in respect to the Project. Any further use or reuse by Owner or others for extension, modification, or expansion of this or any other Project, unless under direction of the Contractor, or specifically assigned to Contractor in a mutually agreeable Work Order, shall be without liability to the Contractor and paragraph 6.2 by the Owner shall be in full force and effect.

ARTICLE 10 - RECORDS AND ACCOUNTS

- 10.1. The Contractor will retain all pertinent records, documents and files (both electronic and paper) for a period of five (5) years beyond completion of each Project or termination of the Agreement for any reason. Said records shall include, but are not limited to, field notes, photographs and information, survey results, and any other materials produced, created, or accumulated in performing this Agreement that have not been submitted to the Owner subsequent to final completion of the Project. Owner may have access to such records during mutually agreeable normal business hours.
- 10.2. Such records shall also include its internal accounting records and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Agreement. The Contractor must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Contractor shall permit periodic audits by the Owner and the Owner's authorized representative. The periodic audits of the records in support of claims and invoices for the Agreement shall be performed at times and places mutually agreed upon by the Owner and Contractor. Agreement as to the time and place for audits may not be unreasonably withheld.

ARTICLE 11 - TERMINATION

- 11.1 Termination for Owner's convenience: Owner may terminate or suspend this Agreement, and/or any Work Order then in progress, in whole or in part, for Owner's convenience upon written notice to Contractor.
- 11.2 Payment for partial services rendered: Owner shall pay Contractor for all the Services performed up to date of the notice in the manner and amount set by each affected Work Order.
- 11.3 Obligation of Contractor upon termination: Upon receipt of the notice of termination or suspension of this Agreement, unless the notice directs otherwise, the Contractor shall (1) immediately discontinue all work and services affected; and (2) deliver to the Owner all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether complete or incomplete.

ARTICLE 12 - COMMUNICATIONS

Except as otherwise expressly provided herein, any notice herein required or permitted to be given shall be in writing and shall be deemed effective when delivered personally, by certified mail, return receipt requested, or by FedEx or other national overnight courier to the appropriate party at the address set forth below (or at such other address as may be designated by either party in a written notice sent in accordance with this Section):

CONTRACTOR: WSB LLC
480 24th Ave. NW, Suite 244
Norman, Oklahoma 73069

OWNER: City Attorney's Office
201 West Gray Street
PO BOX 370
Norman, OK 73070

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

ARTICLE 13 – SCOPE AND CONSTRUCTION OF AGREEMENT

- 13.1. Scope and conflicts. This Agreement applies to and governs all Services provided under all Work Orders during the Term. This Agreement controls to the extent of any conflict with any Work Order or other document pertaining to Services. Without limitation of the other terms of this Agreement, any provisions in a Work Order or other document pertaining to Work that purport to or would have the effect of overriding, amending, modifying, or negating any terms of this Agreement relating to warranties, releases, indemnification, insurance, liabilities, or allocation of responsibility for risk or loss are null and void.
- 13.2. No obligation to request or accept Services or Work Orders. Nothing in this Agreement obligates Owner to request the Services of Contractor in connection with any Project or for Contractor to agree to perform Services.

ARTICLE 14 – GENERAL PROVISIONS

- 14.1. Entire agreement. This Agreement, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the Owner and the Contractor concerning the Agreement. Neither the Owner nor the Contractor has made or shall be bound by any agreement or any representation to the other concerning this Agreement which is not expressly set forth herein.
- 14.2. Severability. If any provision, clause, portion, or section of this Agreement is unenforceable, illegal, or invalid for any reason, or if any event renders any portion or provision of this Agreement void, such shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.
- 14.3. Successors and assigns. Owner and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

- 14.4. Governing law. 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 all actions arising hereunder 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.
- 14.5. Waiver. A waiver by either Owner or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- 14.6. Counterparts; facsimile signatures. This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. For purposes of this Agreement, a telecopy or scan of an executed counterpart shall constitute an original. Any party delivering an executed counterpart of this Agreement by telecopier or email shall also deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed this _____ day of _____, 2025.

**CITY OF NORMAN, OKLAHOMA
NORMAN UTILITIES AUTHORITY
NORMAN MUNICIPAL AUTHORITY
(CITY)**

By: _____
Mayor, City of Norman
Chairperson – Norman Utilities Authority
Chairperson – Norman Municipal Authority

Attest: _____
City Clerk – City of Norman
Secretary – Norman Utilities Authority
Secretary – Norman Municipal Authority

Reviewed as to form and legality this 23 day of January, 2026.



City Attorney

EXHIBIT A
WORK ORDER FORM

WORK ORDER NO. _____

This Work Order, dated the _____ day of _____, _____ (the "Effective Date"), between [the City of Norman/the Norman Utilities Authority/Norman Municipal Authority] ("City") and WSB LLC ("Contractor") (City and Contractor, together, the "Parties"), adopts and incorporates by reference the terms and conditions of the Agreement for On-Call Professional Services entered into on _____, ("Agreement") by the Parties. Capitalized terms used by not defined in this Work Order shall have the meanings set out in the Agreement.

WHEREAS, pursuant to Section 3.1 of the Agreement, the Parties wish to enter into this Work Order for purposes of setting forth the rights and obligations regarding the provision of Services by Contractor for [description of project] hereinafter described as "Project" for purposes of this specific Work Order).

NOW THEREFORE, for good and valuable consideration contained herein, the exchange, receipt, and sufficiency of which are acknowledged, the parties agree as follows:

1. Scope of Services. Contractor shall perform those services set forth in Exhibit A attached hereto ("Services").
2. Compensation and Payment. In consideration for the performance of Services under this Work Order, City shall pay to Contractor in an amount and manner as set forth in Exhibit B attached hereto.
3. Schedule. Contractor shall perform the Services in accordance with the schedule set forth in Exhibit C attached hereto.
4. Termination. The term of this Work Order shall commence on the "Effective Date" and end upon the completion of the Services unless otherwise terminated in accordance with the Agreement.
5. [Other Work Order-Specific Terms and Conditions]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the City has caused this Work Order No. _____ to be duly executed this _____ day of _____, 202__.

**[CITY OF NORMAN, OKLAHOMA
NORMAN UTILITIES AUTHORITY
NORMAN MUNICIPAL AUTHORITY]
(CITY)**

By: _____

**[Mayor, City of Norman
Chairperson – Norman Utilities Authority
Chairperson – Norman Municipal Authority
City Manager]**

Attest: _____

**[City Clerk – City of Norman
Secretary – Norman Utilities Authority
Secretary – Norman Municipal Authority]**

Reviewed as to form and legality this _____ day of _____, 202__.

City Attorney

**EXHIBIT B
COMPENSATION**

2026 Rate Schedule



	Billing Rate/Hour
ASSOCIATE SR. ASSOCIATE PRINCIPAL SR. PRINCIPAL	\$202 - \$291
SR. PROJECT ENGINEER SR. PROJECT MANAGER	\$202 - \$263
PROJECT MANAGER	\$178 - \$199
GRADUATE ENGINEER PROJECT ENGINEER	\$120 - \$198
PROJECT MANAGER ASSISTANT	\$98 - \$161
ENGINEERING TECHNICIAN ENGINEERING SPECIALIST	\$79 - \$197
LANDSCAPE ARCHITECT SR. LANDSCAPE ARCHITECT	\$89 - \$189
ENVIRONMENTAL SCIENTIST SR. ENVIRONMENTAL SCIENTIST	\$80 - \$187
PLANNER SR. PLANNER	\$92 - \$195
GIS SPECIALIST SR. GIS SPECIALIST	\$89 - \$195
CONSTRUCTION OBSERVER	\$121 - \$158
SURVEY	
Survey Office Technician	\$141 - \$176
Drone Pilot	\$204
One-Person Crew	\$204
Two-Person Crew	\$275
OFFICE TECHNICIAN	\$70 - \$152



CERTIFICATE OF LIABILITY INSURANCE

Item 27.

DATE (MM/DD/YYYY)

10/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 6160 Golden Hills Drive Minneapolis MN 55416		CONTACT NAME: Kasi Hellig PHONE (A/C, No, Ext): E-MAIL ADDRESS: kasi.hellig@marshmma.com		FAX (A/C, No):	
INSURED WSB LLC 701 Xenia Ave So., Suite 300 Minneapolis, MN 55416		WSBASSOCIA		INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins Co PittsburghPA INSURER B: Zurich American Insurance Company INSURER C: Twin City Fire Insurance Company INSURER D: INSURER E: INSURER F:	NAIC # 19445 16535 29459

COVERAGES

CERTIFICATE NUMBER: 1720539597

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		Y	GL5425678	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			CA4693553	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			41HV6BP2SZ9	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N N	WC066656880 WC066656900	3/1/2025 3/1/2025	3/1/2026 3/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Inland Marine			CPP696163601	3/1/2025	3/1/2026	Each Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract #K-2526-87, PROJECT NAME: On-Call Contract.

Waiver of subrogation is in favor of the City of Norman, the other, and its directors, officers, partners, commissioners, officials, agents, and employees for General Liability, for work performed by the named insureds, if required by written contract or agreement. Cancellation provision is amended to 30 days except

File Attachments for Item:

28. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-126: BY AND BETWEEN THE CITY OF NORMAN AND FREESE AND NICHOLS, INC., IN THE AMOUNT OF \$99,969, FOR PROFESSIONAL SURVEY, DESIGN, ANALYSIS, AND ENGINEERING SERVICES RELATED TO THE WATER QUALITY RETROFIT OF THE SEQUOYAH TRAILS BLOCK A COMMON SPACE DETENTION POND, AS OUTLINED IN THE STAFF REPORT. (Ward 6)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/27/2026

REQUESTER: Michele Loudenback, Environmental and Sustainability Manager

PRESENTER: Michele Loudenback, Environmental and Sustainability Manager

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-126: BY AND BETWEEN THE CITY OF NORMAN AND FREESE AND NICHOLS, INC., IN THE AMOUNT OF \$99,969, FOR PROFESSIONAL SURVEY, DESIGN, ANALYSIS, AND ENGINEERING SERVICES RELATED TO THE WATER QUALITY RETROFIT OF THE SEQUOYAH TRAILS BLOCK A COMMON SPACE DETENTION POND, AS OUTLINED IN THE STAFF REPORT. (Ward 6)

BACKGROUND:

Lake Thunderbird, a critical water source, and recreational asset for the City of Norman, is subject to Total Maximum Daily Load (TMDL) regulations to control nutrient and sediment loading. A previous feasibility assessment identified the detention pond at Sequoyah Trail and Wildwood Lane as a potential site for retrofitting with green stormwater infrastructure (GSI) to improve stormwater management, enhance water quality, and reduce sediment and nutrient loads into the Lake Thunderbird watershed.

On October 13, 2020, City Council approved Contract K-2021-39, between the City of Norman and Freese and Nichols, Inc., for completion of the Lake Thunderbird Watershed total maximum daily load (TMDL) Monitoring, Years 6-10, project.

On April 27, 2021, City Council approved Amendment 1 to Contract K-2021-39, between the City of Norman and Freese and Nichols, Inc. (FNI), for additional work related to ensuring that the City meets DEQ requirements through the completion of the tasks related to the review and update of TMDL and Management Program materials.

On June 11, 2024, City Council approved Amendment 2 to Contract K-2021-39 between the City of Norman and FNI, covering feasibility assessments within the Woodcrest Creek watershed including stream restoration and preliminary evaluation of the subject pond.

On April 15, 2025, City Council accepted the donation of the 0.39 acre pond from the Board of Cleveland County Commissioners.

DISCUSSION:

In 2023, Freese and Nichols completed an update of the TMDL model for Lake Thunderbird under Contract K-2021-039. Results from that update were provided to the City. Updated nutrient and sediment loading calculations were completed for the entire watershed and for individual sub-watersheds. These loadings provided data showing concentrations of nutrient and sediment inputs from each of the sub-watersheds. Using this data to guide nutrient and sediment reduction efforts in the form of constructed BMPs, it has been determined that Woodcrest Creek (WC-1) is one of the highest sources of sediment and phosphorous in the City.

This proposed agreement will authorize FNI to complete the detailed design of the detention pond retrofit, incorporating best practices for GSI aimed at significantly improving water quality through enhanced infiltration, sediment control, and native vegetation establishment. The scope includes detailed design documents, specifications, and collaboration with the University of Oklahoma under the supervision of Dr. Robert Nairn. This partnership will provide practical, hands-on experience for environmental and engineering students, fostering educational growth while contributing valuable insights to the project.

This agreement aligns with ongoing TMDL requirements and the City's efforts in stormwater quality improvement through structural Best Management Practices (BMPs). Staff has negotiated Contract K-2526-126 to a cost of \$99,969.

Funds are available in the amount of \$1,100,568 within Lake Thunderbird TMDL Project, Design (Account 50599968-46201; Project DR0061).

RECOMMENDATION:

Staff recommends approval of Contract K-2526-126, between the City of Norman and Freese and Nichols, Inc., in an amount not to exceed \$99,969 for the professional survey, design, analysis, and engineering services in connection with the Sequoyah Trails detention pond project.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and Freese and Nichols, Inc. (CONSULTANT) for the following reasons:

- 1. OWNER intends to perform a water quality retrofit of the Sequoyah Trails Block A Common Space Detention Pond (the Project); and,
- 2. OWNER requires certain professional survey, design, analysis and engineering services in connection with the Project (the SERVICES); and,
- 3. CONSULTANT is prepared to provide the SERVICES.

In consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be ___ day of _____, 202~~5~~¹⁰.

ARTICLE 2 - GOVERNING LAW; VENUE

This AGREEMENT shall be governed by the laws of the State of Oklahoma. The venue for any action under this AGREEMENT shall be in the District Court of Cleveland County, Oklahoma or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.

ARTICLE 3 - SCOPE OF SERVICES

CONSULTANT shall provide the SERVICES described in Attachment A, Scope of Services.

ARTICLE 4 - SCHEDULE

CONSULTANT shall exercise its reasonable efforts to perform the SERVICES described in Attachment A according to the Schedule set forth in Attachment B.

ARTICLE 5 - COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation. Invoices shall be due and payable within thirty (30) days of receipt. OWNER shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

OWNER shall be responsible for all matters described in Attachment D, Owner's Responsibilities. OWNER hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by OWNER to CONSULTANT. If OWNER does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to CONSULTANT, OWNER shall obtain a license or right to use, including the right to sublicense to CONSULTANT. OWNER hereby grants CONSULTANT the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the SERVICES. OWNER represents that CONSULTANT'S use of such documents will not infringe upon any third parties' rights.

ARTICLE 7 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the SERVICES as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this AGREEMENT or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the SERVICES.

ARTICLE 8 -INDEMNIFICATION AND LIABILITY

Indemnification. To the extent permitted by law, including the Constitution of the State of Oklahoma, the CONSULTANT and the OWNER each hereby agree to indemnify, and hold harmless the other party, 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 the indemnifying party in the performance of SERVICES under this AGREEMENT. The indemnity provided by the CONSULTANT in this regard shall extend in favor of the OWNER to any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of any sub-consultant hired by CONSULTANT for the Project. The CONSULTANT and the OWNER each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims. This indemnity is not limited except as provided by applicable Oklahoma law. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this AGREEMENT to be furnished by the CONSULTANT shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to the OWNER at common law.

Survival. The terms and conditions of this Article shall survive completion of the SERVICES, or any termination of this AGREEMENT.

ARTICLE 9 - INSURANCE

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

- a) General Liability Insurance, with a limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- b) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 for each occurrence.
- d) Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

CONSULTANT shall, upon written request, furnish OWNER certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to OWNER. OWNER shall require all Project contractors to include OWNER, CONSULTANT, and its parent company, affiliated and subsidiary entities, directors, officers and employees, as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both OWNER and CONSULTANT, each to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT that are outside of CONSULTANT's reasonable control and/or Scope of Services set forth in Attachment A; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to, or otherwise under the control of the CONSULTANT, to fulfill contractual responsibilities to OWNER or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services. In the event the OWNER requests the CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to the CONSULTANT for review at least fifteen (15) days prior to the requested date of execution. The CONSULTANT shall not be required to execute any certificates or documents that in any way would, in CONSULTANT's sole judgment, (a) increase the CONSULTANT'S legal or contractual obligations or risks beyond the terms of this AGREEMENT; (b) require knowledge, services or responsibilities beyond the scope of this AGREEMENT; or (c) result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot reasonably ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because the CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet project schedules, the CONSULTANT's opinion of probable costs and of project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. The CONSULTANT does not guarantee that proposals, bids, or actual project costs will not vary from the CONSULTANT'S cost estimates or that actual schedules will not vary from the CONSULTANT'S projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, and specifications prepared by CONSULTANT as deliverables pursuant to the Attachment A, Scope of Services are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by OWNER or others on modifications or extensions of the PROJECT or on any other project. Any reuse without prior written verification or adaptation by THE CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by CONSULTANT and furnished to OWNER as part of the SERVICES shall become the property of OWNER; provided, however, that CONSULTANT shall have the unrestricted right to their use. CONSULTANT shall retain its copyright and ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT.

ARTICLE 14 - TERMINATION AND SUSPENSION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this AGREEMENT; provided, however, the nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. OWNER may terminate or suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. CONSULTANT shall terminate or suspend performance of the

SERVICES on a schedule acceptable to OWNER, and OWNER shall pay CONSULTANT for all the SERVICES performed. Upon restart of suspended SERVICES, an equitable adjustment shall be made to CONSULTANT'S compensation and the project schedule.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT. CONSULTANT shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 16 - NOTICES

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

OWNER:

Michele Loudenback
Environmental and Sustainability Manager
City of Norman
P.O. Box 370
Norman, OK 73070

CONSULTANT

Freese and Nichols, Inc.
Jennifer Wasinger
Vice-President/Principal
3600 NW 138th St., Suite 202
Oklahoma City, OK 73134

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

ARTICLE 17 - DISPUTES

In the event of a dispute between OWNER and CONSULTANT arising out of or related to this AGREEMENT, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute as allowed by applicable law and regulation. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

The CONSULTANT hereby affirms its support of and efforts to abide by the provisions of applicable federal, state and local laws and regulations, including the City of Norman's policies and

provisions, and to perform no actions otherwise constituting an abridgement of the rights thereunder. The CONSULTANT affirms its employment efforts to hire and employ persons without regard to race, age, color, religion, sex, sexual preference/orientation, gender identity or expression, marital status or familial status, including marriage to a person of the same sex, citizen status, national origin or ancestry, place of birth, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status.

ARTICLE 19 - WAIVER

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

ARTICLE 20 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if it did not contain the particular portion or provision held to be void.

ARTICLE 21 - INTEGRATION

This AGREEMENT, including Attachments A, B, C, and D incorporated by this reference, represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

OWNER and CONSULTANT each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this AGREEMENT and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this AGREEMENT.

ARTICLE 23 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign any rights or duties under this AGREEMENT without the prior written consent of the other party; provided, however, CONSULTANT may assign its rights to payment without OWNER'S consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this Article shall prevent CONSULTANT from engaging independent CONSULTANTS, associates, and subcontractors to assist in the performance of the SERVICES.

ARTICLE 24 - NO THIRD PARTY RIGHTS

The SERVICES provided for in this AGREEMENT are for the sole use and benefit of OWNER and CONSULTANT. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

ARTICLE 25 – VERIFICATION OF NON-DISCRIMINATION

If CONSULTANT has 10 or more full-time employees during the term of this Agreement, and this AGREEMENT has a value of one hundred thousand dollars (\$100,000) or more, CONSULTANT hereby represents, warrants, and covenants to the OWNER that, in accordance with and pursuant to 21 O.S. § 1289.31 (i) it does not have a practice, policy, guidance, or directive that discriminates

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against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this AGREEMENT.

IN WITNESS WHEREOF, OWNER and CONSULTANT have executed this AGREEMENT. The parties agree that they may conduct the transaction by electronic means and hereby state that electronic signature is valid and shall have the same force and effect as an original signature.

DATED this ____ day of _____, 2025.

The City of Norman
(OWNER)

FREESE AND NICHOLS, INC
(CONSULTANT)

Signature _____

Signature Jennifer Wasinger

Name _____

Name Jennifer Wasinger

Title _____

Title Principal / Vice President

Date _____

Date 12/10/2025

Attest:

Attest:

City Clerk

[Signature]
Secretary
Notary # 18002813
Exp. 03-21-2026

Approved as to form and legality this 22 day of Jan 2025.

[Signature]
City Attorney

**Attachment B
 Project Schedule**

Article 4 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

It is understood and agreed that the date of beginning, rate of progress, and the time of completion of SERVICES under this AGREEMENT are essential provisions of this AGREEMENT. It is further understood and agreed that the services under this AGREEMENT shall commence upon execution of the AGREEMENT between OWNER & CONSULTANT and after receipt of a written Notice to Proceed from CONSULTANT. The parties mutually agree that time is of the essence in the performance of this AGREEMENT in order for OWNER to have advantage of existing funding. SUBCONSULTANT agrees to provide SERVICES for each phase of PROJECT as stated in Attachment A, in accordance with the time frame as stated below:

TASK/MILESTONE	ANTICIPATED COMPLETION DATE
Notice to Proceed	TBD
TASK 1. DATA COLLECTION COORDINATION	35 days after NTP
TASK 2. EXISTING CONDITIONS & DESIGN CRITERIA	8 days after NTP
TASK 3. HYDROLOGIC & HYDRAULIC (H&H) ANALYSIS	65 days after NTP
TASK 4. 75% DESIGN SUBMITTAL	132 days after NTP
TASK 5. FINAL DESIGN SUBMITTAL	205 days after NTP

The parties further agree that CONSULTANT will meet this schedule using standards and procedures for their submissions consistent with those currently used by Engineers/Surveyors practicing in Oklahoma. This schedule excludes the governing agency review time (except as provided above) and any time lost while CONSULTANT is waiting for direction either by government agency or OWNER, and any excusable delays as described in Article 15 of the AGREEMENT.

Dates indicated are dependent upon timely review by OWNER and other factors beyond direct control of CONSULTANT.

Attachment A

Scope of Services

Article 3 of the AGREEMENT is amended and supplemented to include the following agreement of the parties. CONSULTANT shall, except as otherwise provided for herein, furnish all Engineering services, labor, equipment, and incidentals (SERVICES) as required for this AGREEMENT.

Scope of Services for Pond Retrofit

The scope set forth herein defines the work to be performed by the CONSULTANT, Freese and Nichols, Inc. (FNI), in completing the project. Both the Owner (CITY) and FNI have attempted to clearly define the work to be performed and address the needs of the Project. Under this scope, CONSULTANT is expanded to include any sub-consultant, including surveyor, employed, or contracted by Freese and Nichols, Inc.

GENERAL OVERVIEW

CONSULTANT will provide planning, analysis, design, and support services for retrofitting an existing detention pond to current standards. A primary goal of the Project is to plan and implement nature-based solutions (NBS) as a pilot for the City of Norman to demonstrate performance and develop guidance for future applications. The Project will evaluate and, as needed, increase storage capacity and update inlet and outlet configurations. Presampling, post-sampling, and geotechnical exploration will be performed by University of Oklahoma (OU) graduate students and provided to CONSULTANT for incorporation into the design.

CONSULTANT will provide two submittals: a 75% Design Submittal and a Final Submittal.

Objectives for the Project are to:

- Design the pond retrofit to current standards with any additional capacity needed and updated inlet/outlet configurations.
- Integrate presampling, post-sampling, and geotechnical information furnished by OU graduate students.
- Prepare bid-ready documents.
- Develop a guidelines document for long-term maintenance guidelines for the retrofitted pond.
- Identify, evaluate, and incorporate feasible nature-based solutions identified in previous study (e.g., native riparian plantings, wetland shelves/benches, bioretention features, soil amendments, microtopography, and habitat enhancements) to improve water quality, resilience, and ecological function.
- Document the pilot's intended outcomes and performance approach in coordination with OU (leveraging available pre-/post-sampling) and summarize lessons learned to inform future NBS retrofits in Norman.

WORK TO BE PERFORMED

Basic Services

The following design services shall align with the tasks set forth in **Attachment C – Compensation**.

PROJECT MANAGEMENT

CONSULTANT will manage the work outlined in this scope for efficient and effective use of CONSULTANT and the City's time and resources. CONSULTANT will manage change, communication, coordinate internally and externally as needed, and address issues with the City's Project Manager and others as necessary to make progress on the work.

1. CONSULTANT will coordinate internally, track the progress of the project, and submit monthly status updates via e-mail. Items in the monthly updates may include project updates, upcoming activities, project schedule, upcoming deliverables, and outstanding issues or information requirements.
2. Meetings: CONSULTANT will conduct a virtual kickoff meeting; a 75% review meeting; and a Final review meeting. CONSULTANT will also support up to one (1) community meeting.

ASSUMPTIONS

- Up to three (3) meetings total are included as noted above.
- Project schedule will be coordinated at kickoff.

DELIVERABLES

- Agendas and minutes for meetings.
- Monthly status updates via e-mail.

TASK 1. DATA COLLECTION COORDINATION (SAMPLING & GEOTECHNICAL BY OTHERS)

CONSULTANT will coordinate with OU graduate students performing presampling, post-sampling, and geotechnical exploration including infiltration testing. Survey will be included in this scope item as well. CONSULTANT will:

- Provide requested sampling locations/targets and a high-level sampling outline for alignment with design needs.
- Provide recommended boring locations, estimated depths, and general parameters for geotechnical exploration.
- Review delivered field logs, lab results, and sampling summaries and incorporate the information into design assumptions and criteria.
- Develop a brief Data Integration Memorandum summarizing how the provided data informs design.

- Survey of existing pond, including inflow and outflow infrastructure
 - a. Topographic Survey
 - b. Utility Locates
 - c. Property / Right of Way
 - d. Landowner Notifications
 - e. Survey Data Sheets

ASSUMPTIONS

Sampling and geotechnical work (field, lab, and reporting) will be performed and stamped/approved by others; CONSULTANT will rely on these data. CONSULTANT is not responsible for health and safety, QA/QC, scheduling, or access related to sampling or borings performed by others.

DELIVERABLES

Data Integration Memorandum (PDF).

TASK 2. EXISTING CONDITIONS & DESIGN CRITERIA

CONSULTANT will compile available record information, visit the site, and establish design criteria. Work includes:

- Review of existing drawings, drainage reports, and available GIS and aerials.
- Field reconnaissance to confirm key features, constraints, and access.
- Establish design criteria to meet current City and applicable regional/state standards for detention, conveyance, and water quality (as relevant).

DELIVERABLES

Technical memorandum (PDF) summarizing existing conditions and design criteria.

TASK 3. HYDROLOGIC & HYDRAULIC (H&H) ANALYSIS

CONSULTANT will perform conceptual-level hydrologic and hydraulic analysis to inform sizing and configuration of the retrofitted pond and inlet/outlet structures. Work includes:

- Development/confirmation of drainage basin, design storms, and inflow hydrographs.
- Stage–storage–discharge relationships and routing to evaluate detention performance.
- Evaluation of additional storage capacity needs and alternatives.
- Assessment of inlet and outlet configuration options to meet criteria and minimize maintenance.

ASSUMPTIONS

- No CLOMR/LOMR submittals are included.
- Modeling will be at planning/design level suitable for facility sizing and plan production.

DELIVERABLES

H&H summary and figures incorporated into the 75% and Final submittals.

TASK 4. 75% DESIGN SUBMITTAL

The 75% Preliminary Design Submittal should include, but is not limited to, the following:

- Title Sheet (with sheet index and standard drawings listed)
- Typical Section/Detail Sheet
- Drainage Map
- Drainage Design Details & Calculation Tables
- Storm Water Management Plan
- Plan and Profile Sheets
- Layout, grading, and cross sections for the pond retrofit and upgrades to bring the bioretention pond to current standards
- Estimate of Earthwork
- Survey Data Sheets including Utility Data Sheets
- Preliminary Sequence of Construction (to determine Right-of-Way requirement)
- Planting Plan and Plant Selection: develop a native species palette and planting plan tailored to bioretention hydrologic zones (ponding/bottom, benches/shelves, side slopes), including sizes, quantities, spacing, seasonal diversity, establishment period requirements, and invasive-species management.
- Bioretention performance elements (as applicable): media/soil amendments, mulch, underdrain configuration, overflow, and protection measures to support the nature-based pilot objectives and OU pre/post-sampling.
- Opinion of Probable Cost
- Updated Design Schedule

DELIVERABLES

- 75% plan set (PDF), Outline Specifications and OPCC.
- 75% review meeting and comment log.

TASK 5. FINAL DESIGN SUBMITTAL

The 100% Final Design Submittal should include, but is not limited to, the following:

- 100% ODOT Plans Checklist
- Title Sheet
- Typical Section/Detail Sheet
- ODOT Pay Item Lists and Notes
- Summary Sheets
- Stormwater Management Plan
- Erosion Control Sheets
- Plan and Profile Sheets
- Layout, grading, and cross sections for the pond retrofit and upgrades to bring the bioretention pond to current standards (e.g., forebay/sediment control, ponding depth, side slopes, access).
- Demolition Sheets

- Final Estimate of Earthwork
- Survey Data Sheets including Utility Data Sheets
- Sequence of Construction and Traffic Control Plans
- Planting Plan and Plant Selection
- Bioretention performance elements (as applicable)
- Final Opinion of Probable Cost – in required format
- One-page NBS Pilot Summary (PDF; provided as an appendix to the Final submittal).

DELIVERABLES

- Final plan set (PDF)
- Final specifications (PDF)
- Editable files (CAD and Word as applicable)
- Final comment resolution log
- One-page NBS Pilot Summary (PDF; provided as an appendix to the Final submittal).
- Graphics will use City brand guidelines if provided.

TASK 6. MAINTENANCE GUIDELINES DOCUMENT

CONSULTANT will develop a guide for long-term maintenance of the retrofitted pond, tailored to City practices. Content will include:

- Routine inspection checklists and frequencies.
- Vegetation management, sediment/debris removal, inlet/outlet upkeep, and safety considerations.
- Triggers for maintenance and example forms.

DELIVERABLES

Maintenance Guidelines document (editable Word and PDF).

PROJECT-WIDE ASSUMPTIONS

- OU graduate students will perform presampling, post-sampling, and geotechnical exploration. CONSULTANT will rely on data provided by others and will not direct field work, laboratory testing, or health and safety for these activities.
- Easements, and right-of-entry/access coordination are by the City unless otherwise noted.
- Environmental permitting, if required, is not included unless specifically authorized.
- Utility relocations, land acquisition, and cultural/natural resource studies are not included.

- Two design submittals are included: 75% and Final.

DELIVERABLES SUMMARY

- 75% Design Submittal: plan set (PDF), outline specifications, OPCC, and review meeting.
- Final Design Submittal: plan set (PDF), specifications (PDF), final OPCC, editable files (CAD/Word). • Data Integration Memorandum; Existing Conditions & Criteria memo.
- Maintenance Guidelines document (editable Word and PDF).

ADDITIONAL SERVICES: The following services are additional and shall not be included in the Scope of Services unless specifically approved by the CITY. CONSULTANT shall inform the CITY when a particular service falls into the “Additional Services” category. Compensation for Additional Services shall be on an hourly basis.

1. Preparation of FIS documents such as profiles, summary of discharges table, or floodway data tables.
2. Additional field surveys beyond what is included in the scope above.
3. Additional alternative analyses or project development.
4. Recreation of existing H&H models if digital files of the effective models are not available.
5. Revisions to existing H&H models or creation of new models for areas not identified.
6. Preparation of LOMR or CLOMR
7. Additional alternatives to be detailed modeled or evaluated, including analysis of study areas beyond those outlined in scope of work.
8. Public Outreach beyond what is included in scope above
9. Appearances before regulatory agencies other than the CITY.
10. Assistance to the CITY as an expert witness in any litigation with third parties arising from the development of the Project.
11. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
12. Preparing data and reports for assistance to CITY in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
13. Assisting CITY in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).

14. Visits to the project areas or City facilities in excess of the number of trips, coordination meetings or contract completion activities as defined in Basic and Special Services.
15. Providing environmental investigations coordination with environmental resource agencies, jurisdictional determinations, and state or federal permitting.
16. Providing basic or additional services on an accelerated time schedule. The scope of this service does not include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the CITY.
17. Soil and foundation investigations, including field and laboratory tests, borings, related engineering analyses, and recommendations.
18. Providing Geotechnical investigations, studies, or reports.
19. Additional copies of reports.
20. Preparation of applications and supporting documents for government grants, loans, or planning advances for public works projects.
21. Acquisition of individual federal or state permits that may be required.
22. Preparation of environmental statements.

Attachment D, Owners Responsibilities Pond Retrofit

Article 6 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

As the OWNER will serve as a conduit for information, the OWNER shall provide information pertaining to applicable studies, data, city policies and ordinances, other relevant planning studies by Norman area agencies. If data is required from other public agencies, the OWNER will assist in making requests for such data.

The OWNER shall perform the following tasks:

- A. Coordinate and securing of meeting locations, times and necessary materials.
- B. Review and comment on Consultant materials and recommendations.
- C. Publish all public meeting notices, including all notices required in the newspaper.
- D. Make all requests to other public agencies such as ACOG (if necessary) for data and/or assistance, as may be appropriate and relevant to travel forecasts, modeling files, or other data.
- E. Provide CONSULTANT with current base mapping of City and extra-territorial jurisdictions in GIS (ESRI shapefile) or electronic format (DWG, DGN, DXF).
- F. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to FNI's services for the Project.
- G. Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the Project including previous reports and any other data relative to execution of the Project.
- H. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this AGREEMENT.
- I. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
- J. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- K. Bear all costs incident to compliance with the requirements of this Attachment D.

- L. Notify CONSULTANT in writing of the request to perform additional and/or “optional” services at the added cost to the overall contract.

Attachment C, Fee Schedule

Pond Retrofit

Article 5 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

The CONSULTANT agrees to perform the SERVICES identified in **Attachement A – Scope of Services**, in accordance with the limitations and conditions set forth in the AGREEMENT to pay an amount not to exceed \$99,969 unless changed or modified by a mutually executed contract amendment between the OWNER and the CONSULTANT.

The OWNER shall pay the CONSULTANT for completion of the SERVICES of each task identified in **Attachment A – Scope of Services**, in accordance with the amounts stated below:

<u>BASIC SERVICES (LS)</u>	<u>COMPENSATION</u>
Task 1: DATA COLLECTION COORDINATION	\$ 10,126
Task 2: EXISTING CONDITIONS & DESIGN CRITERIA	\$ 3,545
Task 3: HYDROLOGIC & HYDRAULIC (H&H) ANALYSIS	\$ 9,730
Task 4: 75% DESIGN SUBMITTAL	\$ 39,880
Task 5: FINAL DESIGN SUBMITTAL	\$ 28,286
Task 6. MAINTENANCE GUIDELINES DOCUMENT	\$ 8,402
BASIC SERVICES (LUMP SUM)	\$ 99,969
PROJECT TOTAL	\$ 99,969

COMPENSATION

ATTACHMENT C

Compensation to FNI for Basic Services in Attachment C shall be the lump sum of Ninety Nine Thousand Nine Hundred Sixty Nine Dollars (\$99,969).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment C, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

Position	Hourly Rate	
	Min	Max
Professional 1	96	185
Professional 2	113	192
Professional 3	139	294
Professional 4	152	354
Professional 5	202	367
Professional 6	228	429
Construction Manager 1	106	162
Construction Manager 2	119	195
Construction Manager 3	156	202
Construction Manager 4	165	251
Construction Manager 5	202	307
Construction Manager 6	271	367
Construction Representative 1	86	106
Construction Representative 2	96	123
Construction Representative 3	103	185
Construction Representative 4	132	195
CAD Technician/Designer 1	70	126
CAD Technician/Designer 2	99	198
CAD Technician/Designer 3	132	235
Corporate Project Support 1	73	162
Corporate Project Support 2	80	238
Corporate Project Support 3	99	344
Intern / Coop	53	96

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates				Valve Crew Vehicle (hour) \$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each) \$500
<u>Technology Charge</u>	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
\$8.50 per hour	Bond	\$0.25	\$0.75	Microscope (each) \$150
	Glossy / Mylar	\$0.75	\$1.25	Ultrasonic Thickness Guage (per day) \$275
	Vinyl / Adhesive	\$1.50	\$2.00	Coating Inspection Kit (per day) \$275
				Flushing / Cfactor (each) \$500
	Mounting (per sq. ft.)	\$2.00		Backpack Electrofisher (each) \$1,000
	Binding (per binding)	\$0.25		
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

OTHER DIRECT EXPENSES:

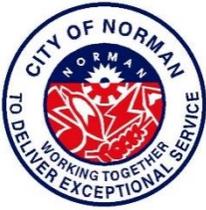
Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2025.

330022025

File Attachments for Item:

29. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-132: BETWEEN THE NORMAN UTILITIES AUTHORITY AND GARVER, L.L.C., IN THE AMOUNT OF \$76,146 FOR ENGINEERING SERVICES ASSOCIATED WITH THE WATER RECLAMATION FACILITY (WRF) NON-POTABLE REUSE SYSTEM ASSESSMENT PROJECT (WW0211). (Ward 7)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/27/2026

REQUESTER: Peter Wolbach

PRESENTER: Peter Wolbach, Staff Engineer - Utilities

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-132: BETWEEN THE NORMAN UTILITIES AUTHORITY AND GARVER, L.L.C., IN THE AMOUNT OF \$76,146 FOR ENGINEERING SERVICES ASSOCIATED WITH THE WATER RECLAMATION FACILITY (WRF) NON-POTABLE REUSE SYSTEM ASSESSMENT PROJECT (WW0211). (Ward 7)

BACKGROUND:

The Water Reclamation Facility (WRF) has historically utilized a non-potable reuse (NPR) system to supply treated wastewater for on-site uses such as equipment cleaning, maintenance activities, and other operational demands that do not require potable water. Use of the NPR system reduces potable water demand and supports long-term water conservation goals.

Due to operational challenges and significant facility upgrades completed during the Phase 2 WRF Improvements project between 2015 and 2018, the NPR system was taken out of service and was not included in those improvements. Subsequent attempts to restart the system revealed water quality and quantity concerns, and the system has remained offline while potable water continues to be used for on-site operational needs.

On December 10, 2024, the Norman Utilities Authority (NUA) approved Contract K-2425-36 to accept \$500,000 in grant funding from Google, L.L.C., through its Water Stewardship program to support rehabilitation of the WRF NPR system.

As part of that effort, staff identified the need for a comprehensive technical assessment to evaluate the existing system, identify deficiencies, and develop recommendations to restore operability and evaluate additional reuse opportunities.

DISCUSSION:

Staff proposes to engage Garver, L.L.C., to perform a detailed assessment of the WRF non-potable reuse system and evaluate opportunities for expanded on-site reuse. Garver has extensive experience with the City's WRF facilities and reuse systems and is well-positioned to support this work.

The proposed scope of services includes two primary phases:

1. Non-Potable Water System Assessment

- Evaluation of existing non-potable pumps, distribution piping, valves, strainers, backflow preventers, electrical panels, and instrumentation
- Review of record drawings and available operational data
- Identification of potential cross-connection concerns
- Development of a single recommended approach to bring the NPR system back online
- Preparation of a conceptual Class 4 opinion of probable construction cost

2. Non-Potable Alternative Evaluation

- Evaluation of up to three internal WRF locations for expanded non-potable water use, including headworks wash water, lift station equipment wash water, and dewatering equipment wash water
- Analysis of flow and pressure demands
- Net present value analysis over a 20-year period, including O&M considerations
- Conceptual sketches and Class 4 cost opinions for each alternative

All findings and recommendations will be documented in Technical Memoranda and presented to staff through in-person workshops at key milestones.

The fee for the basic scope of services is **\$55,346**, with optional additional services available for evaluation of off-site reuse locations if authorized in the amount \$20,800. Funding for this contract will be paid from the WRF Non-Potable Reuse Grant design account (32993394-46201 / WW0211) which has an available balance of \$500,000.

Completion of this assessment is a critical step toward restoring the NPR system, ensuring regulatory compliance, reducing potable water usage at the WRF, and informing future design and construction decisions.

RECOMMENDATION:

Staff recommends that the NUA approve Contract K-2526-132 with Garver, L.L.C., in the amount of \$76,146 for Engineering Services associated with WRF Non-Potable Reuse System Assessment (WW0211).

AGREEMENT
FOR
ENGINEERING SERVICES

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

WITNESSETH

WHEREAS, the OWNER intends to conduct a assessment of Norman Water Reclamation Facilities (WRF) non-potable water system and develop recommendations to rehabilitate the system and recommend alternative uses for the non-potable water system as further described in Attachment B; and

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

WHEREAS, ENGINEER is prepared to provide said SERVICES.

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

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be _____.

ARTICLE 2 - COMPLETION DATE

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

ARTICLE 3 - GOVERNING LAW

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

ARTICLE 4 - SERVICES TO BE PERFORMED BY ENGINEER

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

ARTICLE 5 - COMPENSATION

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

ARTICLE 6 - OWNER'S RESPONSIBILITIES

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

federal authorities; and land, easements, rights-of-way, and access necessary for ENGINEER's SERVICES or PROJECT construction.

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

ARTICLE 7 - STANDARD OF CARE

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

ARTICLE 8 - LIABILITY AND INDEMNIFICATION

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

ARTICLE 9 - INSURANCE

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

- 9.1 Worker's compensation insurance for ENGINEER's employees as required by Oklahoma Workers Compensation Statutes.
- 9.2 Comprehensive general liability insurance with a minimum of \$1,000,000 per each occurrence and \$2,000,000 aggregate.
- 9.3 Comprehensive automobile liability insurance with a minimum of \$1,000,000 combined limit.
- 9.4 Professional Liability (errors and omissions) insurance providing a minimum policy value of \$2,000,000 aggregate.

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

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

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

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 12 - REUSE OF DOCUMENTS

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

ARTICLE 13 - TERMINATION

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

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

and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to ENGINEER's compensation.

ARTICLE 14 - DELAY IN PERFORMANCE

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

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

ARTICLE 15 - COMMUNICATIONS

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

ENGINEER: Michael Nguyen, P.E.
Garver, LLC
750 SW 24th Street Suite 200
Oklahoma City, OK 73160
405-666-2827
MTNGUYEN@GarverUSA.com

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

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

ARTICLE 16 - WAIVER

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

ARTICLE 17 - SEVERABILITY

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

provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision, which is of the essence of this AGREEMENT, be determined void.

ARTICLE 18 – NON-DISCRIMINATION

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

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

ARTICLE 19 - INTEGRATION

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

- Attachment A - Schedule
- Attachment B - Scope of Services
- Attachment C - Compensation

ARTICLE 20 - SUCCESSORS AND ASSIGNS

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

[Signatures follow]

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

DATED this _____ day of _____, 20_____.

Garver, LLC – ENGINEER

ATTEST

By:

Mary Elsie
Title: Vice President

[Signature]
Project Manager

Norman Utilities Authority – OWNER

APPROVED as to form and legality this 22 day of January, 20_____.

[Signature]
City Attorney

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

ATTEST

By:

Title:

Chairman

Secretary

ATTACHMENT A
SCHEDULE

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

Phase Description	Calendar Days
Kickoff Workshop	15 days from NTP
Draft Non-Potable System Assessment Workshop	60 days from Kickoff
Draft Onsite Non-Potable Alternative Evaluation TM Workshop	60 days from acceptance of Final Non-Potable System Assessment Workshop
Final Onsite Non-Potable Alternative Evaluation TM	15 days from Owner's comments from Draft Non-Potable Alternative Evaluation TM Workshop

ATTACHMENT B SCOPE OF SERVICES

General

The Water Reclamation Facility (WRF) Non-Potable System Rehabilitation will consist of two (2) phases and as described further in more detail below. Currently the non-potable system is not functioning as designed and possible cross connections to the potable water system by the non-potable pump station. The first phase is to assess the non-potable water pump and distribution system and develop one (1) recommendation to bring the system back online and provide recommendation for cross connection locations. The non-potable water system assessment includes a visual evaluation of the existing system conditions, including pump equipment, electrical panels and instrumentation, strainers, back flow preventors, and valves. The second phase is to evaluate the feasibility of expansion and usage of the non-potable water system inside the Norman WRF. The non-potable water system evaluation will account for up to three (3) internal locations. All scope of services, assessment and alternative evaluations, will be documented in Technical Memorandum (TM).

Task 1 – Project Administration

- 1.1 Engineer will attend one in-person, kickoff meeting and site visit with up to four (4) Engineer team members to discuss project objectives, internal and external team member roles and responsibilities, communication protocols, document management protocols, and schedule.
- 1.2 Engineer will develop a list of data request items identified during the site visit, including but not limited to: O&M Manual's for equipment such as pumps, electrical panels, instrumentation, strainers, valves, and back flow preventors.
- 1.3 Engineer will develop a Project Management Plan (PMP) and Quality Assurance/Quality Control (QA/QC) Plan to be executed at each milestone.
- 1.4 Engineer will prepare and provide up to five (5) monthly progress/status reports, sufficient to support monthly billings. Monthly status reports shall be submitted with monthly invoices and project updates.

Task 2 – Non-Potable Water System Assessment

- 2.1 Engineer will assess the non-potable water pumps and distribution system and develop one (1) recommendation to bring the system back online and provide recommendation for cross connection locations. The non-potable water system assessment will document an evaluation of the existing system conditions, including pump equipment and system curves, electrical panels and instrumentation, strainers, back flow preventors, and valves.
- 2.2 Engineer will document findings from the site visit assessment and evaluation of record drawings and data request items. The assessment will include the following:
 - Marked up site plan drawings of existing non-potable water system based on record drawings and site visit drawings.
 - Non-potable water pumps system curves and system capacity based on current non-potable water demands.
 - One (1) recommendation to bring the non-potable water system online.
 - A conceptual opinion of probable construction cost (OPCC) that will be Class 4 as defined by AACE for recommendation.

- 2.3 Engineer will conduct a Draft Non-Potable Water System Assessment Workshop with up to four (4) Engineering team members in person at the Owner's office to present the evaluation and alternatives and receive comments. Engineer will summarize the meeting in minutes and will be provided to the Owner.

Task 3 – Non-Potable Alternative Evaluation

- 3.1 Engineer will evaluate up to three (3) locations inside of the plant for possible non-potable water usage that is not currently being utilized. The following are a list of potential onsite locations:
- Headworks to supply existing mechanical bar screens wash water demands.
 - West Side Lift Station to supply mechanical bar screens wash water demands.
 - Dewatering building to supply centrifuge equipment wash water demands.
- 3.2 Engineer will draft and deliver an Onsite Non-Potable Alternatives Evaluation TM, documenting findings from the site visit assessment and alternative evaluations. The TM will include the following:
- Summary of flow and pressure demand, along with required system improvements for each of the evaluated alternatives outlined in 3.1.
 - Net Present Value (NPV) analysis with recurring O&M costs over a 20-year horizon for all alternatives.
 - A conceptual OPCC that will be Class 4 as defined by AACE for all developed alternatives.
 - One (1) conceptual sketch for each evaluated alternative based on record drawings.
- 3.3 Engineer will conduct a workshop to present and discuss the results of the Draft Onsite Non-Potable Alternatives Evaluation TM with up to four (4) Engineer team members in person at the Owner's office. Engineer will summarize comments and action items in meeting minutes, which will be provided to the Owner.
- 3.4 Engineer will update the Draft Non-Onsite Non-Potable Alternatives Evaluation TM based on comments provided by Owner and agreed to by Engineer; Engineer will prepare a Final Onsite Non-Potable Alternatives Evaluation TM in electronic format (PDF).

PROJECT DELIVERABLES

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

- A. Electronic copies (.pdf) of the Draft and Final Onsite Non-Potable Alternatives Evaluation TM.
- B. Electronic copies (.pdf) of the submittals of meeting minutes and workshop presentations.
- C. Electronic files as requested.

ADDITIONAL SERVICES

With written approval from Owner, Engineer will evaluate up to two (2) locations outside of the plant for possible non-potable water usage that is not currently being utilized. The following are a list of proposed offsite locations:

- Compost Facility, which requires a Category 3 water quality per OAC Chapter 627
- Near-by golf course, which requires a Category 2 water quality per OAC Chapter 627 or other application requiring Category 2 water quality. OAC Chapter 627 is included as Exhibit 1.

Engineer will draft and deliver an Offsite Non-Potable Alternatives Evaluation TM, documenting findings from the site visit assessment and alternative evaluations. The TM will include the following:

- Summary of flow and pressure demand, along with required system improvements for each of the evaluated alternatives reuse locations outside of the plant.
- Net Present Value (NPV) analysis with recurring O&M costs over a 20-year horizon for all alternatives.
- A conceptual OPCC that will be Class 4 as defined by AACE for all developed alternatives.
- One (1) conceptual sketch for each evaluated alternative based on record drawings.

EXTRA WORK

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

- A. Non-potable water system pressure and distribution model.
- B. WRF treatment or nutrient removal processes.
- C. Development of Facility Observation Forms
- D. Development of new drawing model to create 2D and 3D drawings.
- E. Submittals or deliverables in addition to those listed herein.
- F. Design services, including professionally stamped preliminary and final design.
- G. Surveying services.
- H. Geotechnical services.
- I. Bidding and Construction services.
- J. Regulatory Sampling.
- K. NPDES permitting or reporting.

**ATTACHMENT C
COMPENSATION**

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

Activity	Basic Task Section	Lump Sum Amount
1	Project Administration	\$11,720
2	Non-Potable Water System Assessment	\$18,642
3	Non-Potable Alternative Evaluation (Inside Fence)	\$24,984
	Subtotal for Basic Task	\$55,346
Activity	Additional Services Section	
	Non-Potable Alternative Evaluation (Outside Fence)	\$20,800

The lump sum amount to be paid under this Work Order is \$55,346. Any unused portion of the fee, due to delays beyond Garver's control, will be increased six percent (6%) annually with the first increase effective on or about July 1, 2027.

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

CHAPTER 627. OPERATION AND MAINTENANCE OF WATER REUSE SYSTEMS

[Authority:27A O.S., §§ 1-3-101, 2-2-101, 2-2-201, 2-3-402, 2-6-103, 2-6-203, 2-6-402, and 2-6-501 et seq.]

[Source:Codified 7-1-12]

SUBCHAPTER 1. GENERAL PROVISIONS**252:627-1-1. Purpose and authority**

(a) **Purpose.** This Chapter establishes the operating requirements for water reuse systems that are permitted or qualify to be permitted under OAC 252:656.

(b) **Authority.** This Chapter is authorized by 27A O.S. §§ 2-6-101 through 2-6-105, 27A O.S. §§ 2-6-401 through 2-6-403, and 27A O.S. §§ 2-6-501.

(c) **Applicability.** The rules in this Chapter apply to any person or entity that owns, operates and/or has been permitted to construct a water reuse system in accordance with OAC 252:656.

[Source: Added at 29 Ok Reg 1044, eff 7-1-12]

252:627-1-2. Definitions

In addition to the definitions contained in the Environmental Quality Code (27A O.S. § 2-1-101 *et seq.*), the following words and terms, when used in this Chapter, shall have the following meaning, unless the context clearly indicates otherwise:

"Bypass" means the intentional or unintentional diversion of a waste stream from any portion of a wastewater treatment system or a water reuse system.

"Cell" means an individual basin of a lagoon system.

"DEQ" means the Oklahoma Department of Environmental Quality.

"Discharge" means any intentional or unintentional release by leaking, pumping, pouring, emitting, emptying, dumping, escaping, seeping, overflowing, leaching or other means of release of wastewater or reclaimed water into any waters of the state or into or on any location where they may enter waters of the state.

"End-of-pipe" means the terminal points in all reclaimed water users' distribution systems.

"Lagoon" means a soil or lined basin, either below or above ground level, that is designed, maintained and operated to store, recycle and/or treat wastewater.

"Operator" means the individual who is properly certified by DEQ and who is responsible for the maintenance and operation of a water reuse system.

"MOR" means Monthly Operation Report.

"Person" means any individual, company, corporation, government agency, municipality, or any other entity.

"Reclaimed water" means wastewater that has gone through various treatment processes to meet specific water quality criteria with the intent of being used in a beneficial manner.

"Supplier" means a person or entity that treats and provides reclaimed water pursuant to a permit issued by DEQ.

"Treatment works" means any plant, disposal field, lagoon, incinerator or other facility used to treat, stabilize, hold or reclaim wastewater.

"User" means a person or entity that uses reclaimed water. In those instances in which the supplier and the user are the same entity, the entity is a "supplier" subject to the provisions of this Chapter.

"Water reuse system" means a treatment and distribution system designed to treat and supply reclaimed water.

"Wetted perimeter" means the area where a land application device distributes reclaimed water.

[Source: Added at 29 Ok Reg 1044, eff 7-1-12]

252:627-1-3. Permit requirements

(a) **Requirement for Permit to Construct.** No one shall construct, modify or operate a water reuse system without first obtaining a Permit to Construct pursuant to OAC 252:656.

(b) **Requirement for Permit to Supply.** No one shall supply reclaimed water without first obtaining a Permit to Supply pursuant to this Section, except when using reclaimed water within the wastewater treatment plant boundaries pursuant to Category 6.

(c) **Applications for Permits to Supply.** Applications for Permits to Supply Reclaimed Water shall be submitted to DEQ at least six (6) months prior to the anticipated start date for supplying reclaimed water and shall include the following:

- (1) a complete and signed application;
- (2) the required permit application fee;
- (3) a copy of the Permit(s) to Construct the water reuse treatment and distribution system; and
- (4) a copy of the binding user agreement between the supplier and each user of the reclaimed water.

(A) Agreements between suppliers and users of Categories 2 through 4 reclaimed water shall contain the following minimum provisions:

- (i) A statement that the user shall operate all reclaimed water distribution systems in compliance with all applicable DEQ regulations.
- (ii) A statement that the user shall allow the supplier reasonable access to all site(s) to determine whether the user is operating its facilities in compliance with the applicable DEQ regulations, and/or performing all required monitoring and analysis.
- (iii) Documentation evidencing the user's legal interest in all locations where reclaimed water is being used.

(B) Category 5 user agreements are subject to the provisions of OAC 252:656-25-2(d).

(d) **Duration.** Permits to Supply are operating permits that expire five (5) years from the date of issuance.

(e) **Renewals for Permits to Supply.** Suppliers shall submit applications to renew existing Permits to Supply at least six (6) months prior to the permit's expiration date.

(f) **Responsibility.** Suppliers shall be responsible for assuring that users operate all reclaimed water distribution sites in compliance with DEQ regulations.

[Source: Added at 29 Ok Reg 1044, eff 7-1-12; Amended at 32 Ok Reg 983, eff 9-15-15]

252:627-1-4. Compliance required

Suppliers shall ensure that water reuse systems are operated pursuant to the terms of permits issued by DEQ and this Chapter. When in conflict, the terms of the permit shall supersede the requirements of this Chapter. Suppliers shall immediately stop supplying reclaimed water whenever the reclaimed water does not meet the requirements in Appendix A for chlorine residual, turbidity and/or fecal coliform.

[Source: Added at 29 Ok Reg 1044, eff 7-1-12]

252:627-1-5. General requirements for water reuse systems

(a) **Unauthorized wastes.** Suppliers shall take reasonable measures to prevent the introduction of unauthorized industrial wastewater, hazardous substances, chemicals or wastes into water reuse systems.

(b) **Protection of potable water supplies.** Suppliers shall prevent cross-connections between wastewater, water reuse and potable water supplies.

(c) **Discharges prohibited.** Suppliers shall ensure that all parts of water reuse systems are operated and maintained so that there are no unpermitted bypasses or discharges of wastewater or reclaimed water from the system. All such bypasses and/or discharges shall be considered violations of this Chapter and shall be subject to enforcement as an unpermitted discharge to waters of the state in violation of the Oklahoma Pollutant Discharge Elimination System Act.

- (1) **Reporting requirement.** Suppliers shall ensure that any and all bypasses and/or discharges from water reuse systems are reported to DEQ at (800) 522-0206 within 24-hours of an incident and that a completed and signed DEQ Form 605-011 "Self Reporting Wastewater Bypass Form" is submitted to DEQ within five (5) days of the incident.

(2) **Required response.** Suppliers shall ensure that immediate action is taken to stop, contain, clean up and prevent recurrence of bypasses or discharges.

(d) **Certified operator required.** Suppliers shall have at least one certified operator employed at all times for each water reuse system. Operators shall be certified pursuant to OAC 252:710.

(e) **Noncompliance reporting.** Suppliers shall report any chlorine residual, turbidity and/or fecal coliform violations within twenty-four (24) hours from the time suppliers become aware of a violation(s) by calling DEQ at (800) 522-0206. A written report describing the reason for the violation and the steps taken to correct the violation shall be submitted to DEQ within five (5) days of discovery of the violation.

(f) **User inspection program.** A supplier may become approved by DEQ to inspect the supplier's users' storage and distribution systems in lieu of DEQ performing the inspections.

(1) **Applications.** A supplier may become approved by submitting the following to DEQ:

(A) a copy of the binding user agreement(s) between the supplier and all of its users;

(B) a copy of the supplier's proposed inspection form, which shall include:

(i) the date and time of inspection;

(ii) the name of the inspector;

(iii) whether separation distances are met;

(iv) whether all steps necessary to prevent bypasses have been taken;

(v) whether there was evidence of ponding of reclaimed water;

(vi) the application rate of reclaimed water, if applicable;

(vii) the type of vegetative cover, if applicable;

(viii) whether the area where reclaimed water is used is secure;

(ix) whether disinfection requirements are being met;

(x) whether flushing plan has been followed; and

(xi) whether the reclaimed water is being used in compliance with the permit.

(C) documentation that the supplier's inspector has completed a DEQ approved water reuse training class;

(2) **Duties.** Once approved, a supplier shall:

(A) Perform annual inspections at each of its users' reclaimed water distribution sites. The supplier shall complete and maintain on-site an inspection form for each inspection completed; and

(B) review water reuse regulations with users.

(g) **DEQ's right to inspect.** Nothing in this section shall affect DEQ's statutory right to enter and inspect users' facilities.

(h) **Use of accredited laboratories.** All laboratory analyses required to be conducted pursuant to this Chapter shall be performed by laboratories accredited by DEQ.

(i) **Separation Distances.** Buffer zones and setback distances shall be maintained in accordance with OAC 252:656-27-2-(b).

[Source: Added at 29 Ok Reg 1044, eff 7-1-12; Amended at 32 Ok Reg 983, eff 9-15-15]

252:627-1-6. Permitted uses of reclaimed water

The following are the permitted uses of reclaimed water by category:

(1) **Category 1.** Reserved

(2) **Category 2.** Category 2 reclaimed water shall only be used for the permitted uses in Categories 3, 4 and 5, and:

(A) drip irrigation on orchards or vineyards;

(B) spray or drip irrigation on sod farms, public access landscapes and public use areas/sports complexes, including unrestricted access golf courses;

(C) toilet and urinal flushing;

(D) fire protection systems;

(E) commercial closed-loop air conditioning systems;

(F) vehicle and equipment washing (excluding self-service car washes);

(G) range cattle watering; and

(H) make-up water for oil and gas production.

(3) **Category 3.** Category 3 reclaimed water shall only be used for the permitted uses in Category 4 and 5, and:

- (A) subsurface irrigation of orchards or vineyards;
- (B) restricted access landscape irrigation;
- (C) irrigation of livestock pasture;
- (D) concrete mixing;
- (E) dust control;
- (F) aggregate washing/sieving;
- (G) new restricted access golf course irrigation systems;
- (H) industrial cooling towers, once-through cooling systems, and closed loop systems such as boiler feed water;
- (I) restricted access irrigation of sod farms.; and
- (J) hydraulic fracturing.

(4) **Category 4.** Category 4 reclaimed water shall only be used for the permitted uses in Category 5 and:

- (A) soil compaction and similar construction activities; and
- (B) existing restricted golf course irrigation systems utilizing water that has received primary treatment in lagoon systems. Permits to construct shall not be issued for new Category 4 restricted access golf course irrigation systems pending further research and evaluation of performance data collected from existing systems.

(5) **Category 5.** Category 5 reclaimed water shall only be used for:

- (A) restricted access pasture irrigation for range cattle;
- (B) restricted access irrigation of fiber, seed, forage and similar crops; and
- (C) irrigation of silviculture.

(6) **Category 6.** Category 6 reclaimed water, which does not require a permit to supply, shall only be used within the wastewater treatment plant and includes:

- (A) dilution water for chemicals used in the process such as polymers, coagulants, chlorination or dechlorination;
- (B) mechanical seal water for gas compressors, pumps and other equipment;
- (C) mechanical seal water and cooling water for pumps;
- (D) odor and gas absorption including bio-filters used for odor control;
- (E) centrifuge flushing;
- (F) flushing grit and sludge pipes;
- (G) gravity thickener make-up water;
- (H) supply water for filter backwash;
- (I) headworks screen washing;
- (J) headworks screening washer-compactors;
- (K) belt filter press;
- (L) other reclaimed water that is permanently plumbed to a fixed nozzle and contained within unit operations;
- (M) yard hydrants; and
- (N) hose bibs.

[Source: Added at 29 Ok Reg 1044, eff 7-1-12; Amended at 32 Ok Reg 983, eff 9-15-15]

252:627-1-7. Annual fees for water reuse systems

(a) **Fees.** Each water reuse system shall be charged an annual fee. [See 27A O.S. § 2-3-402] The annual fee for suppliers shall be:

- (1) Category 2 - \$700.00
- (2) Category 3 - \$400.00
- (3) Category 4 - \$200.00
- (4) Category 5 - \$100.00
- (5) Water reuse systems will be charged an additional \$50.00 per user if the supplier does not have a DEQ approved inspection program.

(b) **Due date.** Suppliers shall submit payment of the fees within thirty (30) days of receipt of invoices mailed by DEQ.

Item 29.

[Source: Added at 29 Ok Reg 1044, eff 7-1-12]

SUBCHAPTER 3. OPERATION AND MAINTENANCE

252:627-3-1. Distribution system

(a) **Maintenance.** Suppliers shall maintain the structural integrity of all parts of the distribution system and maintain it in good working order.

(b) **Connections.** Suppliers shall maintain the integrity of the distribution system by inspecting all connections to the distribution system.

(c) **Erosion control.** Suppliers shall provide erosion protection for all parts of the distribution system located in or near waterways or flood plains.

(d) **Pump stations.** Suppliers shall ensure that pump stations are properly maintained and operated by doing the following:

- (1) Securing pump stations to prevent unauthorized access.
- (2) Maintaining the pumps in working condition.
- (3) Keeping the screens free of debris to prevent clogging.
- (4) Maintaining the required alarms in working order.
- (5) Maintaining the required back-up generators and/or portable engine driven pumps in working order.
- (6) Maintaining a complete set of operational instructions, emergency procedures and maintenance schedules.

(e) **Flushing Plan.** Suppliers shall have and implement comprehensive plans, approved by DEQ, for flushing reclaimed water within storage and distribution systems pursuant to OAC 252:656-27-4(e). Flushing plans shall also be included in the reclaimed water systems' O&M manuals [OAC 252: 656-3-10] and in the suppliers' DEQ approved inspection programs [OAC 252:627-1-5(f)].

(f) **Flow Measurement.** Supplier shall maintain flow measuring device in proper working order.

[Source: Added at 29 Ok Reg 1044, eff 7-1-12; Amended at 32 Ok Reg 983, eff 9-15-15]

252:627-3-2. Requirements for using Category 2 reclaimed water

(a) **Operation and maintenance.** The following operation and maintenance requirements shall apply to areas where Category 2 reclaimed water is used:

- (1) **Legal access to site.** Suppliers shall have continued legal access to all areas where Category 2 reclaimed water from suppliers' systems is used.
- (2) **Equipment maintenance.** Suppliers shall ensure that all distribution and irrigation equipment is maintained in working order.

(b) **Restrictions.** Suppliers shall ensure that Category 2 reclaimed water is not used:

- (1) on any food crop that may be consumed raw;
- (2) on processed food crops such as corn, wheat and oats, less than thirty (30) days before harvest;
- (3) for spray irrigation on orchards or vineyards;
- (4) at rates that allow discharge from irrigation sites;
- (5) at a rate that exceeds the nitrogen and phosphorus uptake rates for the crop at the site;
- (6) at rates that result in phytotoxicity;
- (7) during periods of precipitation or while the soil is saturated or frozen;
- (8) on land having a slope greater than five percent (5%);
- (9) where there are berms or other barriers on a water reuse site that would cause the pooling or ponding of reclaimed water at the site, nor shall any berms or barriers impede the natural flow of stormwater from the site;
- (10) on public use areas that have a high potential for skin to ground contact (e.g., football fields, sports complexes, playgrounds, etc.) when in use by the public; and
- (11) at any location not authorized by the state in the permit.

252:627-3-3. Requirements for using Categories 3 and 4 reclaimed water

(a) **Operation and maintenance.** The following operation and maintenance requirements shall apply to areas where Categories 3 or 4 reclaimed water is used:

- (1) **Legal access to site.** Suppliers shall have continued legal access to all areas that are being irrigated with Category 3 or 4 reclaimed water.
- (2) **Equipment maintenance.** Suppliers shall ensure that all distribution and irrigation equipment is maintained in working order.

(b) **Restrictions.** Suppliers shall ensure that Category 3 or 4 reclaimed water is not used:

- (1) from a lagoon cell that receives raw sewage;
- (2) on public use areas that have a high potential for skin to ground contact (e.g., football fields, sports complexes and playgrounds);
- (3) on golf courses unless irrigation takes place when the public is not allowed to access the sites;
- (4) on any food crop that may be consumed raw;
- (5) for spray irrigation on orchards or vineyards;
- (6) at rates that allow a discharge from the permitted irrigation site;
- (7) within one hundred feet (100') of the permitted boundary of the site;
- (8) at a rate that exceeds the nitrogen and phosphorus rates for the crop at the site;
- (9) at a rate that results in phytotoxicity;
- (10) when the dissolved oxygen concentration for Category 4 reclaimed water is less than 2.0 mg/l;
- (11) during periods of precipitation or while the soil is saturated or frozen;
- (12) on land having a slope greater than five percent (5%);
- (13) where there are berms or other barriers on a water reuse site that would cause the pooling or ponding of reclaimed water at the site, nor shall any berms or barriers impede the natural flow of stormwater from the site;
- (14) on public use areas during times of use; and
- (15) on sod farms unless a period of 30 (thirty) days has elapsed between the last application of Category 3 reclaimed water and harvesting of sod. [See OAC 252:627-1-6(3)(I)]

[Source: Added at 29 Ok Reg 1044, eff 7-1-12; Amended at 32 Ok Reg 983, eff 9-15-15]

252:627-3-4. Requirements for using Category 5 reclaimed water

(a) **Operation and maintenance.** The following operation and maintenance requirements shall apply to areas where Category 5 reclaimed water is used for irrigation:

- (1) **Fencing.** Suppliers are responsible for ensuring that any required fencing is maintained in order to prevent unauthorized access to the site.
- (2) **Signs.** Suppliers are responsible for ensuring that the required signs, which describe the nature of the facility and advise against trespassing are posted on or near the fence on each side of the water reuse site.
- (3) **Legal access and control of site.** Suppliers shall ensure that Category 5 reclaimed water is applied on sites to which suppliers have legal access and control pursuant to the provisions of OAC 252:656-25-2(d).
- (4) **Prohibition in public use area.** Category 5 reclaimed water shall not be applied to any public use areas.
- (5) **Equipment maintenance.** Suppliers shall ensure that all irrigation equipment is maintained and in working order.

(b) **Restrictions.** Suppliers shall not irrigate with Category 5 reclaimed water:

- (1) from a lagoon cell that receives raw sewage;
- (2) from any cell other than the one specified in the permit;
- (3) on any food crop that may be consumed raw;
- (4) on grain crops such as corn, wheat and oats, less than thirty (30) days before harvest;
- (5) at rates that allow a discharge from the permitted water reuse site;
- (6) within one hundred feet (100') of the permitted boundary of the site;

- (7) at a rate that exceeds the nitrogen and phosphorus rates for the crop grown at the site;
- (8) at a rate that results in phytotoxicity;
- (9) when the reclaimed water has a dissolved oxygen concentration of less than 2.0 mg/l;
- (10) during periods of precipitation or while the soil is saturated or frozen;
- (11) on land having a slope greater than five percent (5%); and
- (12) where there are berms or other barriers on a water reuse site that would cause the pooling or ponding of reclaimed water at the water reuse site, nor shall any berms or barriers impede the natural flow of stormwater from the site.

[Source: Added at 29 Ok Reg 1044, eff 7-1-12]

252:627-3-5. Requirements for using Category 6 reclaimed water Signs

Yard hydrants and hose bibs must have signs containing the cautionary language found in OAC 252:656-27-4(a).

[Source: Added at 32 Ok Reg 983, eff 9-15-15]

SUBCHAPTER 5. SAMPLING, RECORD KEEPING AND REPORTING REQUIREMENTS

252:627-5-1. Sampling, reporting and record keeping requirements

- (a) **Sampling.** Suppliers shall comply with the sampling requirements in Appendix A. However, Category 6 reclaimed water shall not require separate sampling but shall meet effluent limits pursuant to the OPDES permit and meet Best Management Practices as required in OAC 252:656-3-10 Operation and Maintenance Manual.
- (b) **Completing MORs.** Suppliers shall complete DEQ Form 627-001 "Water Reuse System Monthly Operation Report" ("MOR") for each month. The MOR shall contain the following information:
 - (1) The estimated volume of reclaimed water produced and distributed to each end user;
 - (2) The results of each sampling event and:
 - (A) the name of the person taking each sample,
 - (B) the date and time of sampling,
 - (C) the date and time the analysis began, and
 - (D) the name of the laboratory doing the analysis.
 - (3) The weather conditions during the reuse period;
 - (4) The type of crop, grass or vegetation irrigated with the reclaimed water, if applicable; and
 - (5) The loading rates at each water reuse site to verify that agronomic rates are not being exceeded.
- (c) **Submission of MORs.** Categories 2 and 4 reclaimed water suppliers shall submit MORs to DEQ by the fifteenth (15th) day of the following month.
- (d) **Retention of MORs.** All suppliers of reclaimed water shall maintain MORs on-site for three (3) years and make them available to DEQ upon request
- (e) **Record keeping.** Suppliers shall keep all records, including all maintenance records, on site for at least three (3) years and available for review by DEQ upon request.
- (f) **Additional reporting, records and/or sampling.** Additional sampling, reporting, and/or records requirements may be included by DEQ in any permit, authorization, order, consent decree, closure plan, remediation plan, or other official document issued by DEQ pursuant to applicable law and the provisions of this Chapter.

[Source: Added at 29 Ok Reg 1044, eff 7-1-12; Amended at 32 Ok Reg 983, eff 9-15-15]

APPENDIX A. Testing Frequency and Limits for Water Reuse Systems

Figure 1

Category	Testing Frequency	Limits	MORs
1	Reserved	Reserved	Reserved
2	<u>Turbidity:</u> Continuous	Turbidity shall not exceed the following: <ul style="list-style-type: none"> • Daily average 2 NTU¹ • 5 NTU >5% of the daily maximum per month² • 10 NTU at any time 	Supplier Submit MORs to DEQ
	<u>Chlorine disinfection at POE:</u> Continuous	(1) Free available chlorine residual shall always be ≥ 1.0 ppm at POE to distribution system and following any subsequent storage or treatment OR The chlorine residual at the POE to the distribution system and following any subsequent storage or treatment shall be at a level to prevent growth of slime and regrowth of pathogens in the distribution and storage systems as determined by an approved chlorine decay rate model pursuant to OAC 252:656-3-4 (b)(7)(C)	
	<u>Chlorine disinfection at end-of-pipe:</u> Daily	AND (2) Free available chlorine residual at the end-of-pipe shall always be ≥ 0.20 mg/l OR Combined chlorine residual at the end-of-pipe shall always be ≥ 0.50 mg/l	
	<u>Fecal Coliform:</u> Daily	Fecal Coliform: No detectable fecal coliform organisms in four of the last seven daily samples, single sample maximum ≤ 23 cfu/100 ml	
	<u>Nitrogen/Phosphorous:</u> Monthly	\leq most stringent agronomic rate	
	<u>CBOD5:</u> Weekly	< 5.0 mg/l	
3	<u>Chlorine disinfection:</u> Every 12 hours	Free available chlorine residual at the POE to the distribution system and following any subsequent storage or treatment shall always be ≥ 0.20 ppm OR Combined chlorine residual at the POE to the distribution system and following any subsequent storage or treatment shall always be ≥ 0.50 mg/l	Supplier Maintain MORs On Site
	<u>Fecal coliform:</u> 3 per week	<ul style="list-style-type: none"> • Monthly geometric mean of < 200 cfu/100 ml • Single sample maximum < 400 cfu/100 ml 	
	<u>Nitrogen/Phosphorous:</u> Monthly	\leq most stringent agronomic rate	
	<u>BOD5 or CBOD5:</u> Weekly	< 20 mg/l	
4	<u>Fecal coliform:</u> Weekly	<ul style="list-style-type: none"> • Monthly geometric mean of < 200 cfu/100 ml • Single sample maximum < 800 cfu/100 ml 	Supplier Submit MORs to DEQ
	<u>Chlorine disinfection:</u> Daily	Free available chlorine residual at the POE to the distribution system and following any subsequent storage or treatment shall always be ≥ 0.20 ppm OR Combined chlorine residual at the POE to the distribution system and following any subsequent storage or treatment shall always be ≥ 0.50 mg/l	
	<u>Dissolved oxygen:</u> Weekly	>2.0 mg/l	
5		None	Supplier Maintain MORs On Site

Figure 2

¹ The daily mean operating filter effluent turbidity (continuously monitored) is calculated as the average of turbidity measures at ≤ 1.2 hour intervals over 24 hours, and must be reported monthly.

² The maximum 24 hour turbidity must be based on highest measure from continuous monitoring taken at ≤ 1.2 hour intervals over 24 hours.

File Attachments for Item:

30. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-140: A CONTRACT BETWEEN THE CITY OF NORMAN, OKLAHOMA, NORMAN TAX INCREMENT FINANCE AUTHORITY, NORMAN MUNICIPAL AUTHORITY, THE NORMAN UTILITIES AUTHORITY, NORMAN ECONOMIC DEVELOPMENT AUTHORITY, NORMAN PARKING AND TRANSIT AUTHORITY AND MUNICIPAL FINANCE SERVICES, INC., TO PROVIDE FINANCIAL ADVISORY SERVICES TO THE CITY OF NORMAN. (City)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/27/2026

REQUESTER: Clint Mercer, Chief Accountant

PRESENTER: Clint Mercer, Chief Accountant
Kim Coffman, Budget Manager

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-140: A CONTRACT BETWEEN THE CITY OF NORMAN, OKLAHOMA, NORMAN TAX INCREMENT FINANCE AUTHORITY, NORMAN MUNICIPAL AUTHORITY, THE NORMAN UTILITIES AUTHORITY, NORMAN ECONOMIC DEVELOPMENT AUTHORITY, NORMAN PARKING AND TRANSIT AUTHORITY AND MUNICIPAL FINANCE SERVICES, INC., TO PROVIDE FINANCIAL ADVISORY SERVICES TO THE CITY OF NORMAN. (City)

BACKGROUND:

The City of Norman, Norman Tax Increment Finance Authority, Norman Municipal Authority and Norman Utilities Authority have contracted with Municipal Finance Services of Edmond, Oklahoma (MFS) and First Southwest Company, succeeded by Hilltop Securities, Inc., of Houston, Texas, for financial advisory services since adoption of Contract K-9697-37, on July 10, 1996. The Agreement provides for financial advisory services related to proposed and approved debt issuances of the City of Norman and its related trusts. The contract was amended on October 10, 2016 to comply with updated Securities Exchange Commission (SEC) and Municipal Security Rulemaking Board (MSRB) regulations, to add advisory services related to tax increment finance districts, and for adjustments to the compensation schedules. First Southwest Corporation was succeeded by Hilltop Securities, under the terms of the City's Financial Advisor Agreement in 2018. On August 11, 2020 the contract was amended to remove Hilltop Securities as a part of the Financial Advisory team, as Hilltop Securities wanted to participate as a potential underwriter on the City's debt issuances.

Municipal Financial Services, Inc., has ably aided the City's Finance Department and City Attorney in these various financial functions since the adoption of the Agreement.

DISCUSSION:

Under new standards of the MSRB, financial advisory agreements must be reviewed and/or renewed on an annual basis. The first annualized contract (K-2425-107) was approved by

Council on March 25, 2025. The second-year contract is brought forward for Council and Trustees consideration.

RECOMMENDATION:

It is recommended that the City Council and Trustees of the Norman Municipal Authority, Norman Tax Increment Finance Authority, Norman Utilities Authority, Norman Economic Development Authority and Norman Parking and Transit Authority approve the Financial Service Agreement.

January 14, 2026

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered by and among MUNICIPAL FINANCE SERVICES, INC. (“MFSOK”) and The City of Norman, Oklahoma, and its public trusts including the Norman Municipal Authority, Norman Utilities Authority, Norman Tax Increment Finance Authority, Norman Economic Development Authority, and the Norman Parking and Transit Authority (collectively, the “Client”).

The Client desires to engage MFSOK and agrees as follows:

I. Scope of Services.

Some or all of the following services listed below shall be provided under this Agreement and pertain to the Client’s new and outstanding debt obligations, including general obligation bonds, revenue bonds, bank notes, lease financings, and loans from the Oklahoma Water Resources Board or other state or federal agencies during the term of the Agreement (the “Issues”). The Client designates MFSOK as the Client’s independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA Exemption”).

A. New Issue and Refunding of Existing Client Issues

1. Evaluate options or alternatives with respect to the proposed new Issue.
2. Provide financial analysis to the Client to assist in understanding the benefits, costs, and risks of the proposed new Issue.
3. Review recommendations made by other parties to the Client.
4. Assist Client in preparing a plan of finance.
5. Advise Client on structure, terms and timing of the proposed new Issue.
6. Prepare financing schedule.
7. Attend meetings as requested by the Client.
8. Assist the Client in preparation of their loan applications, loan proposals, offering documents, notices of sale, instructions to bidders, or official statements, as appropriate.
9. Coordinate as appropriate with Client staff, legal representatives, government agencies, accountants, auditors, engineers, consultants, rating agencies, banks, lenders, placement agents, trustees, paying agents, escrow agents, bond insurers and other credit enhancers, to facilitate the plan of finance.
10. If new Issue is a competitive bond sale, assist Client in collecting and analyzing bids submitted by underwriters and selecting the winning bidder.
11. If new Issue is a loan, assist Client in collecting and analyzing proposals submitted by banks.
12. If the new Issue is a negotiated bond sale, assist client in selecting an underwriter and coordinate the bond sales process.
13. Coordinate closing of the new Issue with Client and other parties.
14. Evaluate potential refunding opportunities on outstanding Issues.
15. Estimate of Needs review or preparation.

- B. Other Services Under Separate Agreement. If requested by Client, MFSOK may provide other services including but not limited to:
1. Utility rate analysis.
 2. Debt capacity analysis.
 3. Cash defeasance or redemption services.
- C. Continuing Disclosure Assistance
1. Assisting the Client annually in compiling the financial information and operating data set forth in their Continuing Disclosure Agreement ("CDA") included in any Official Statement; and
 2. If necessary, assisting the Client in preparing their "Failure to File Notice" should documents not be available for filing within the prescribed time frame designated in the CDA; and
 3. Upon request, assisting the Client in their submission of the aforementioned information to the Electronic Municipal Marketplace Access system ("EMMA").

MFSOK and the Client acknowledge that the Client will engage Bond Counsel and other legal service providers under separate contracts. MFSOK may rely on opinions and advice from legal representatives of the Client and will not be held responsible for any legal advice, directly or indirectly, rendered by the legal representatives.

Neither MFSOK as Municipal Advisor nor its Municipal Advisor Representatives are licensed to engage in the practice of law and, consequently, will offer no legal advice. None of the fee for services under this Agreement relates to legal services. If such legal services are necessary, it shall be the responsibility of the Client to obtain them.

MFSOK's services are limited to those specifically set forth herein.

II. Compensation and Reimbursements

- A. New Issues and Refunding Issues. MFSOK shall be paid at the time of closing a fee calculated as follows on each transaction:
1. For a bank loan/note or lease financing – 0.50% of the principal amount, with a minimum fee of \$17,500.00.
 2. For a loan through the Oklahoma Water Resources Board, including the Clean Water State Revolving Fund (CWSRF), the Drinking Water State Revolving Fund (DWSRF), or the Financial Assistance Program (FAP) - 0.50% of the principal amount, with a minimum fee of \$25,000.00.
 3. For revenue bonds, 0.35% of the principal amount, with a minimum fee of \$25,000.00 and maximum fee of \$80,000.00.
 4. For general obligation bonds, 0.25% of the principal amount, with a minimum fee of \$10,000.00 and maximum fee of \$40,000.00.
- B. Compensation for Continuing Disclosure Assistance. MFSOK will receive a fee annually of \$2,000.00 for the services performed.
- C. Expenses for New Issues and Refunding Issues. MFSOK shall also be paid a fixed amount of \$1,500.00 per transaction to cover expenses incurred as part of the transaction, provided that any filing, publication, recording or printing costs or similar third-party costs required in connection with the Issue shall be paid directly by the Client.

- D. Payment and Contingency for New Issues and Refunding Issues. Payment for all fees and expenses shall be made at closing from proceeds of the Issue or from other available funds of the Client and shall be contingent upon closing of the Issue.
- E. Other Services Under Separate Agreement. If requested by Client, MFSOK may provide other services including but not limited to:
 1. Utility rate analysis.
 2. Debt capacity analysis.
 3. Cash defeasance or redemption services.

III. Term and Termination

- A. Term of Agreement. Unless terminated as provided herein, the terms of this Agreement shall be in place from the date approved by the Client until **December 31, 2026**.
- B. Termination of Agreement and Services. This Agreement and all services to be rendered hereunder may be terminated at any time by written notice from either party, with or without cause, with at least thirty (30) days' notice. In that event, all finished and unfinished documents prepared for the Client, shall, at the option of Client, become its property and shall be delivered to it or any party it may designate, provided that MFSOK shall have no liability whatsoever for any subsequent use of such documents.

IV. Successors and Assigns

MFSOK may not assign its obligations under this Agreement without the written consent of Client except to a successor partnership or corporation to which all or substantially all of the assets and operations of MFSOK are transferred. Client may assign its rights and obligations under this Agreement to (but only to) any other public entity that incurs the loan. Client shall not otherwise assign its rights and obligations under this Agreement without written consent of MFSOK. All references to MFSOK and Client in this Agreement shall be deemed to refer to any successor of MFSOK and to any such assignee of Client and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

V. Municipal Advisor Registration and Acknowledgement

Pursuant to Municipal Securities Rulemaking Board Rule (MSRB) G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal advisory client and/or obligated person clients which include the following:

Municipal Finance Services, Inc. is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission (SEC) and the MSRB.

Within the MSRB website at www.msrb.org, the Client may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

VI. Conflict of Interest Statement

As of the date of this agreement, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Client. During the diligence process, MFSOK has determined that no material conflict of interest has been identified, however, would like to provide the following disclosures:

MFSOK serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another MFSOK client. For example, MFSOK serves as municipal advisor to other clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, MFSOK could potentially face a conflict of interest arising from these competing client interests. MFSOK fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with its clients.

The compensation arrangement included in Section II includes a component that is based on the size and completion of a transaction. Consistent with certain regulatory requirements, MFSOK hereby discloses that such contingent and/or transactional compensation presents a conflict of interest regarding MFSOK's ability to provide unbiased advice to enter into such transaction. The contingent fee arrangement creates an incentive for MFSOK to recommend unnecessary financings or financings that are disadvantages to the client, or to advise client to increase the size of the issue. This viewed conflict of interest will not impair MFSOK's ability to render unbiased and competent advice or to fulfill its fiduciary duty. The fee paid to MFSOK increases the cost of borrowing to the Client. The increased cost occurs from compensating MFSOK for municipal advisory services provided.

If MFSOK becomes aware of any other actual or potential conflict of interest not mentioned above during this agreement, MFSOK will promptly provide the Client a supplement written disclosure with sufficient details of the change, if any, which will allow the Client to evaluate the situation.

VII. Legal Events and Disciplinary History

A regulatory disclosure action has been made on MFSOK's Form MA and on Form MA-I for two of MFSOK's municipal advisory personnel relating to a 2017 U.S. Securities and Exchange Commission ("SEC") order. The details of which are available in Item 9; C (2), C (4), C (5) and the corresponding regulatory action DRP section on Form MA and Item 6: C (2), C (4), C (5), C (6) and the corresponding regulatory action DRP section on Form MA-I for both Rick A. Smith and Jon Wolff. In addition, the Oklahoma Department of Securities adopted the above proceedings which are identified in Item 9; D (2), D (4) and the corresponding regulatory action DRP section on Form MA.

The Client may electronically access MFSOK's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

www.sec.gov/edgar/searchedgar/companysearch.html.

There has been no change to any legal or disciplinary event that has been disclosed on MFSOK's SEC registration for MA filings since December 18, 2017.

VIII. Fiduciary Duty

MFSOK is registered as a Municipal Advisor with the SEC and MSRB. As such, MFSOK has a Fiduciary duty to the Client and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

Duty of Care:

- A. exercise due care in performing its municipal advisory activities;
- B. possess the degree of knowledge and expertise needed to provide the Client with informed advice;

- C. make a reasonable inquiry as to the facts that are relevant to the Client's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the Client; and
- D. undertake a reasonable investigation to determine that MFSOK is not forming any recommendation on materially inaccurate or incomplete information; MFSOK must have a reasonable basis for:
 - a. any advice provided to or on behalf of the Client;
 - b. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the Client, any other party involved in the municipal securities transaction or municipal financial product, or investors in the Client's securities; and
 - c. any information provided to the Client or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

MFSOK must deal honestly and with the utmost good faith with the Client and act in the Client's best interests without regard to the financial or other interests of MFSOK. MFSOK will eliminate or provide full and fair disclosure (included herein) to Client about each material conflict of interest (as applicable). MFSOK will not engage in municipal advisory activities with the Client as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the Client's best interests. As of the date of receipt of this attachment, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Client.

IX. Recommendations

If MFSOK makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the Client and is within the scope of the engagement, MFSOK will determine, based on the information obtained through reasonable diligence of MFSOK whether a municipal securities transaction or municipal financial product is suitable for the Client. In addition, MFSOK will inform the Client of:

- A. the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- B. the basis upon which MFSOK reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the Client; and
- C. whether MFSOK has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the Client's objectives.

If the Client elects a course of action that is independent of or contrary to the advice provided by MFSOK, MFSOK is not required on that basis to disengage from the Client.

X. Record Retention

Pursuant to SEC and MSRB record retention regulations, Municipal Finance Services, Inc. will maintain in writing, all communication and created documents between Municipal Finance Services, Inc. and the Client for six (6) years.

Notices

Any and all notices pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

MFSOK:

Municipal Finance Services, Inc.
Attn: Jon Wolff
PO Box 747
Edmond, OK 73083-0747

CLIENT:

City of Norman, OK
Attn: Mayor\Chairman
P.O. Box 370
Norman, OK 73070

Acceptance

If there are any questions regarding the above, please do not hesitate to contact MFSOK. If the foregoing terms meet with your approval, please indicate your acceptance by executing all original copies of this letter and keeping one copy for your file.

By signing this agreement, the Client acknowledges the provisions set forth in the agreement and understands its respective rights, duties, and responsibilities. Furthermore, the Scope of Services contained herein have been reviewed and are hereby approved.

Client and MFSOK have entered into this Agreement by the duly authorized representatives which was approved on January 27, 2026, at a meeting duly called and held in full compliance with the Oklahoma Open Meeting Act.

MUNICIPAL FINANCE SERVICES, INC.

By: Jon Wolff
Jon Wolff, President

CITY OF NORMAN

ATTEST:

By: _____
Mayor

By: _____
City Clerk

NORMAN MUNICIPAL AUTHORITY

ATTEST:

By: _____
Chairman

By: _____
Secretary

NORMAN UTILITIES AUTHORITY

ATTEST:

By: _____
Chairman

By: _____
Secretary

NORMAN TAX INCREMENT FINANCE AUTHORITY

ATTEST:

By: _____
Chairman

By: _____
Secretary

NORMAN ECONOMIC DEVELOPMENT AUTHORITY

ATTEST:

By: _____
Chairman

By: _____
Secretary

NORMAN PARKING AND TRANSIT AUTHORITY

ATTEST:

By: _____
Chairman

By: _____
Secretary

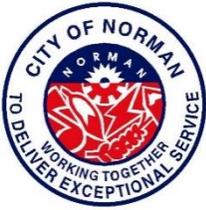
Approved by City of Norman Legal Department

By: _____

Date _____

File Attachments for Item:

31. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-19 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 15, TOWNSHIP 8 NORTH, RANGE 2 WEST AND THE EAST HALF (E/2) OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM A PUD, PLANNED UNIT DEVELOPMENT, AND PLACE SAME IN A PUD, PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (EAST OF US HIGHWAY 77, SOUTH OF E. CEDAR LANE, AND NORTH OF POST OAK ROAD. (Ward 5)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/27/2026

REQUESTER: Wiggins Properties, L.L.C.

PRESENTER: Jane Hudson, Planning and Community Development Director

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-19 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 15, TOWNSHIP 8 NORTH, RANGE 2 WEST AND THE EAST HALF (E/2) OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM A PUD, PLANNED UNIT DEVELOPMENT, AND PLACE SAME IN A PUD, PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (EAST OF US HIGHWAY 77, SOUTH OF E. CEDAR LANE, AND NORTH OF POST OAK ROAD. (Ward 5)

APPLICANT/REPRESENTATIVE	Wiggins Properties, L.L.C./Rieger Sadler Joyce L.L.C.
LOCATION	Generally located east of US Highway 77, south of East Cedar Lane, and north of Post Oak Road
WARD	5
CORE AREA	No
EXISTING ZONING	PUD, Planned Unit Development
EXISTING LAND USE DESIGNATION	Commercial
CHARACTER AREA	Corridor Area & Suburban Neighborhood Areas
PROPOSED ZONING	PUD, Planned Unit Development

PROPOSED LAND USE

No Change

REQUESTED ACTION

Amend the existing PUD Narrative and Site Development Plan

SUMMARY:

The applicant, Wiggins Properties L.L.C., is requesting an amendment to the existing PUD, Planned Unit Development (O-2324-33). The proposed amendment would allow for the inclusion of multi-family residential uses on the property and a redesign of the previously approved Site Development Plan. The multi-family residential portion of the development is expected to contain approximately 334 dwelling units.

EXISTING CONDITIONS:

SIZE OF SITE: 151.16 Acres

SURROUNDING PROPERTIES

	Subject Property	North	East	South	West
Zoning	PUD	PUD & I-1	PUD	A-2	R-1, A-2, C-2, & I-1
Land Use	Commercial	Urban High	Urban Medium &	Urban High and Outside City limits	Job Center
Current Use	Vacant	Industrial & Residential (Multi-Family)	Residential (Multi-Family) & Vacant	Residential (Single-Family)	Industrial, Commercial & Residential (Single-Family)

EXISTING ZONING DESIGNATION

PUD, Planned Unit Developments

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 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.

LAND USE DESIGNATION

Commercial (C)

Efficient, walkable pattern of development with a variety in commercial arrangements. Moderate building spacing and separation of uses. Allowances for commercial activities that draw from a regional level, while still supporting neighborhood services. Primarily featuring retail establishments that have a large trade area and are auto-centric in design. The large retail site often acts as an attractor to other activities that rely on pass-by vehicle trips.

Predominately non-residential uses with a smaller percentage of residential uses at compatible densities and scales.

CHARACTER AREA DESIGNATIONS

Corridor Areas

Corridor Areas are developed or undeveloped land on both sides of a roadway; primarily designated, although not limited to, commercial and mixed-use development with auto-centric design. Scale and location affect the type and intensity of these uses. Corridor character is determined by scale and is recognized in three main areas. (Gateway Corridors, In-Town Corridors, and Downtown Corridors)

Gateway Corridors

Major thoroughfare that serves as an important entrance or means of access to the community marked by orientation of buildings to highway; on-site parking; and large setbacks for buildings. Anticipating high public transit access, including stops and shelters in locations safe for passengers and operations. Interstate-35, North Flood Avenue, Alameda Street, Main Street west of 24th, and Highway 9 are Gateway Corridors managed under this Character Area.

Suburban Neighborhood Area

Suburban Neighborhood Areas are where suburban residential subdivision development has or is likely to occur (due to availability of water and sewer service). This area is characterized by low pedestrian orientation, existing but limited public transit access, high to moderate degree of building and use separation, predominantly residential with scattered civic buildings and varied street patterns, often curvilinear.

In the future, the neighborhoods with good trail access and connections to surrounding services will likely continue to be highly attractive neighborhoods. Future development should elevate connectivity and traditional neighborhood design (TND).

NEAREST PUBLIC PARK

Bluestem Park is adjacent to the development site; it is a 4 acre park in the southwest corner of The Links development north of the subject property.

PROCEDURAL REQUIREMENTS:

PRE-DEVELOPMENT:

PD25-28

October 23, 2025

The neighbors in attendance asked if a turn lane or traffic light would be included as part of this project to help with the traffic it will generate. The applicant representative explained to the neighbors that a Traffic Impact Analysis was conducted for this project and if certain thresholds were met a traffic light would need to be installed. The representative then added that as part of the platting process, street improvements must be made by the developer along the frontage of the project site. These improvements include the turn lane mentioned by the neighbors.

BOARD OF PARKS COMMISSIONERS:

November 6, 2025

The applicant requested fee-in-lieu of land for this project, with the collected fees assigned to the Bluestem Park development account. The Board of Parks Commissioners voted to approve the fee-in-lieu decision with a vote of 7-0.

REVIEW COMMENTS:

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

CITY DEPARTMENTS

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

FIRE DEPARTMENT

Items related to Fire codes will be addressed during building permitting.

BUILDING REVIEW

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

PUBLIC WORKS/ENGINEERING

Please see attached report from Engineering regarding the Preliminary Plat.

TRANSPORTATION ENGINEER

Please see attached report from the Transportation Engineer regarding the Preliminary Plat.

PLANNING**ZONING CODE CONSIDERATIONS****Purpose – PUD, Planned Unit Development**

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

- A maximum choice in the types of environment and living units available to the public.
- Provision of more usable and suitably located open space, recreation areas, or other common facilities than would otherwise be required under conventional land development regulations.
- Maximum enhancement and minimal disruption of existing natural features and amenities.
- Comprehensive and innovative planning and design of diversified developments which are consistent with the Comprehensive Plan, including the Land Use Plan, and remain compatible with surrounding developments.
- More efficient and economic use of land resulting in smaller networks of utilities and streets, thereby lowering costs.
- Preparation of more complete and useful information which will enable the Planning Commission and City Council to make more informed decisions on land use. The PUD, Planned Unit Development regulations are designed to provide for small- and large-scale developments incorporating a single type or a variety of residential, commercial, industrial and related uses which are planned and developed as a unit. Such development may consist of individual lots, or it may have common building sites. Private or public common land and open space must be an essential, major element of

the development, which is related to, and affects, the long-term value of the homes and other development. A planned unit development shall be a separate entity with a distinct character that respects and harmonizes with surrounding development.

*The applicant requests an amendment to the property's existing PUD to add the additional use of multi-family residential and change the Site Development Plan to include additional structures. This proposal remains **consistent** with the purpose of a PUD.*

Uses Permitted

- The project site is currently designated for a mixed-use development consisting of a resort destination and commercial and office uses. The proposed amendment will allow for the development of multi-family residential structures on the subject site. The multi-family residential portion of the development is expected to contain approximately 334 dwelling units. A complete list of allowable uses can be found within the attached PUD Narrative as Exhibit D.

*This PUD, Planned Unit Development, proposes a mixed-use development that will include commercial, office, and multi-family residential uses. This proposal is **consistent** with the surrounding area as there are existing commercial and multi-family residential uses nearby.*

Area Regulations

- Setback off of US Highway 77:
 - Lots within the property that front Classen Blvd. shall have a minimum twenty-five foot building setback from the property line fronting Classen Blvd.
- Setback off of North Property Line:
 - Lots within the property that abut the neighboring property located to the North of the property shall have a minimum ten-foot building setback from the North property line. Additionally, there shall be a minimum ten (10') foot building setback from the private drive running along the North property line.
- Setback off of South Property Line:
 - Lots within the property that abut the neighboring property located to the South of the property, including Post Oak Road, shall have a minimum ten-foot building setback from the South property line.
- Setback off of East Property Line:
 - There shall be a minimum one hundred fifty-foot building setback from the Easternmost boundary of the property. Additionally, there shall be a minimum two-hundred-foot setback from the Easternmost boundary of the property for any recreational cabins.
- Setback off of Interior Streets:
 - Lots within the property that abut any interior platted public streets, which are 24th Avenue SE, and Liberty Point Drive, shall have a minimum twenty-five foot building setback from the property line fronting said interior street.
- Setback off of Utility Easements:
 - If a utility easement or other public easement is not located within the building setbacks enumerated above on a lot within the property, all permanent buildings and vertical habitable structures shall be setback a minimum of one foot from said easement located on the lot. Paving and RV parking shall be allowed over drainage, utility, and other public easements.

The Area Regulations for this development are **consistent** with those found in the surrounding area. The setback requirements for this development, while tailored for this development specifically, still meet or exceed those of the surrounding zoning districts. The development proposes a 25' setback for lots with frontage on US Highway 77, a 10' setback from Post Oak Road, and a 25' setback on the side where a lot has frontage to an interior street.

Height Regulations

- There shall be no height restriction for commercial or office buildings. Exclusively residential structures may be constructed up to 5 stories in height.

The proposed development will not have a maximum building height for commercial and office structures. For multi-family residential structures, there will be a maximum building height of five stories. Surrounding zoning districts have a variety of height restrictions. The Armstrong PUD to the northwest has no height limit for commercial and office uses. The Links PUD to the north allows for two-stories for multi-family use. The Destin Landing PUD to the east allows for one- to two-stories for single-family residential development. Across Hwy 77, varied heights are allowed, ranging from three-stories in the I-1 District to no maximum height requirement in C-2. The proposed development is **consistent** with the surrounding allowances in the area.

Open Space

- The Property shall contain approximately 35% open space comprising approximately 52 acres of the Property. lots containing exclusively multi-family residential uses shall have no more than 65% impervious coverage.

Approximately 35% of the development site will be open space. The proposed amount of open space far exceeds the required minimum of 10% to 15% under the City's Section 36-509, PUD, Planned Unit Developments. This open space proposal is **consistent** with surrounding developments.

Traffic Access, Circulation, Parking and Sidewalks

- Access to the Property shall be permitted in the manner depicted on the attached Site Development Plan. The Property shall comply with the City of Norman standards to allow for emergency access and fire access as necessary, as such standards may be amended from time to time. The Property shall be allowed to utilize the maximum number of curb cuts along Classen Blvd that are permissible in accordance with ODOT approval.

There are three access points from Hwy 77 shown on the Site Development Plan. Two additional access points are shown on the south boundary of the development site along Post Oak Road. Access points along Hwy 77 require ODOT approval. Access points along Post Oak Road were reviewed and approved by the City Transportation Engineer. Access as shown on the Site Development Plan is **consistent** with City and ODOT regulations. Parking and sidewalks are planned and shown on the Site Development Plan. Trails and RV spaces are proposed and shown on the Site Development Plan in the resort area.

Landscaping

- Landscaping shall be in conformity with the City of Norman ordinances, as amended from time to time.

*The proposed development is **consistent** with the regulations found under Section 36-551, Landscaping Requirements for Off-Street Parking Facilities.*

Lighting

- All exterior lighting for any lots with a commercial use shall be installed in conformance with any applicable City of Norman Commercial Outdoor Lighting Standards, as amended from time to time.

*The proposed development is **consistent** with the regulations found under Section 36-549, Commercial Outdoor Lighting Standards.*

Signage

- Signage for all lots shall comply with the City of Norman's applicable signage restrictions then in effect for the actual use of the lot, as may change from time to time. In addition to the signage allowances contained herein, the Property shall be allowed to feature the following signs:
 - Development Entrance Signs: Up to six signs within the Property advertising the Property and any tenants located therein. Each Development Entrance Sign may be a maximum of 300 square feet per side, each sign having no more than two sides.
 - Directional Signs: Up to ten Directional Signs within the Property indicating directions to the different offices, locations, services, or entrances contained within the Property. The Directional Signs are intended to contain directions to multiple locations or destinations on each sign, such as directions to the main entrance, specific offices or services, and parking locations. Each Directional Sign may be a maximum of 150 square feet per side.
 - Façade Signs: Each building within the Property may feature up to two Façade Signs per each side of the building. Each Façade Sign may be a maximum of 300 square feet and a portion of each Façade Sign may extend above the roof line of the building.
 - Illumination: All of the signage discussed herein may be illuminated in accordance with the maximum extent allowable under the City of Norman's applicable commercial signage restrictions, as amended from time to time.
 - Banner Signage: Banners, flag signs, and other similar decorative signage may be displayed within the Property. Banners may be attached to private light poles or to the buildings to advertise holidays, events, the Property, and any tenants located therein.
 - Sight Triangle Protection: All signage within the Property shall be placed in appropriate locations to not interfere with applicable traffic sight triangles.
 - Platted Easements: Signs may not be placed in any platted easements without first obtaining consent to such encroachment from the applicable utility providers and City Council.

*The PUD allows for the signage permitted by Chapter 28, Sign Regulations, along with these additional allowances listed above. The proposed signage is similar to that of the Armstrong PUD to the northwest. The requests for the additional square footage and signage are **inconsistent** with the City signage codes.*

Screening

- Fencing, such as, but not limited to, wrought iron, stockade wood, composite, and other fencing types, is permissible but is not required within the Property. In conformance with City Code the Applicant may file restrictive covenants against the Property to more narrowly tailor architectural review of fencing within the development. The Property may, but is not required to, install perimeter fencing along all or portion of the Property.

*The proposed development does not require fencing; however, fencing may be permitted, provided it complies with the regulations under Section 36-552, Fencing, Walls, And Screening. The proposed development would be required to provide fencing along the eastern property line under Section 36-552. Should the applicant choose not to provide this fencing, they would be **inconsistent** with City screening requirements.*

Exterior Materials

- Exterior materials of the buildings to be constructed on the Property shall be a minimum of eighty percent (80%) brick, wood, stone, synthetic stone, stucco, EIFS, masonry, metal accents, metal exteriors with aggregate, sandblasted or textured coating finish, or other comparable materials, and any combination thereof, exclusive of all window, doors, roofs, or glass. The Applicant may file restrictive covenants against the Property to more narrowly tailor architectural review within the development.

*The listed materials and percentages are **consistent** with the requirements found within Section 36-547, Exterior Appearance of the Zoning Ordinance.*

Sanitation/Utilities

- Trash may be handled through on-site dumpsters. A trash compactor(s) and its enclosure(s) may also be located on site to facilitate trash removal. Any dumpster or trash facilities shall be screened within enclosures that are built of materials to be compatible with the building exteriors in the main building. Locations of dumpsters and/or compactors shall be such that allows for proper ingress and egress for City sanitation vehicles in accordance with the EDC.

*The locations and designs of sanitation facilities are **consistent** with the requirements of the City of Norman's Engineering & Design Criteria and Utilities Department.*

Phasing

- It is anticipated that the Property will be developed in multiple phases. The initial phase is anticipated to be the Retail and Commercial areas in the western portion of the Property. The timing and number of future phases will be determined by market demand and absorption rates.

*While the applicant has stated the commercial uses located in the western portion of the property will be developed initially, no timeline has been presented. Additionally, the applicant has not produced an exhibit depicting the development's expected phasing. For these reasons, the development is **inconsistent** with the phasing requirements of Section 36-509, PUD, Planned Unit Developments.*

COMPREHENSIVE PLAN CONSIDERATIONS

Character Area Policies

General Policies

Residential Policies

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

*The residential component of the proposed development will be comprised of multi-family residential structures containing approximately 334 dwelling units in approximately 20 buildings, which can be a maximum of five-stories in height. There will be a mix of townhomes and multi-family structures. The development is **consistent** with the Residential Character Area General Policies.*

Non-Residential

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

*The development proposes an 80% masonry requirement for all structures built within the development site. Additionally, loading areas are shown to be screened from view. For these reasons, the proposed development is **consistent** with the non-residential Character Area General Policies.*

Suburban Neighborhood Areas Policies

- Infrastructure extensions should occur incrementally, and new developments must connect to City water and sewer, which may require extension of lines.
- Protect drainageways in accordance with WQPZ ordinance within new development and expand their use for public trail access.
 - Treat water quality volume from runoff for volume recommended in stormwater master plan and in accordance with EDC Section 7000.
 - The open spaces created around drainageways should be connected when feasible to create wildlife corridors.
- Reduce the impact of higher intensity uses to adjacent lower intensity uses with screening and landscaping. Native landscaping is encouraged.
 - Prioritize preservation of existing mature street trees.
- Promote a mix of housing types, including accessory dwelling units, and new, well-designed similarly scaled multi-unit residences to increase neighborhood density and income diversity.
 - Priority for higher density, mixed-income, and affordable housing opportunities should be assigned to locations with multi-modal transportation access and capacity.
 - Based on associated Land Use, housing typologies of all intensity levels are appropriate within the Suburban Character area.
- Encourage:
 - More mixing of uses, including neighborhood services, job centers, and residential uses of similar intensities.
 - Retrofitting existing commercial and retail strip development in areas that are likely to undergo renovation or potential demolition in the life of this plan.
 - Civic, cultural uses, entertainment establishments that will promote community interaction and public open space.
- As streets move further from the center of the Core Neighborhood Character Area and parcel sizes and development patterns work against pedestrian circulation, focus should shift to vehicular safety, corridor appearance and traffic speeds while still providing basic access and safety for pedestrians and bicyclists. Transportation accommodations should:
 - Ensure interconnectivity between developments for local and collector streets.
 - Provide access to trails with all new development, when feasible to integrate trail plans outlined in the Transportation and Park Master Plans into developments.
 - Connect streets between land uses and include complete street approaches for undeveloped sites.
 - Use the most recent Transportation Master Plan to fill pedestrian system gaps along streets, to trails, and within developments.
 - Encourage network of multi-modal transportation options to neighborhood centers and local mixed-use developments.

*The proposed development is **consistent** with the Suburban Neighborhood Areas Policies because it promotes a mix of uses, utilizes interconnectivity, connects to City infrastructure, and reduces the impact of higher intensity uses from lower intensity uses by providing additional open space along the entire length of the east side of the development.*

Corridor Area Policies

- Support the natural phasing out of older and lower-yield commercial and industrial uses with regulations and incentives that support mixed-uses and local businesses.
- Use screening, with natural materials when possible, to lessen noise pollution and visual clutter from existing and future uses along the corridor.
- Promote circulation and manage access to keep traffic flowing by:
 - Including access along and into properties for vehicles, public transit, pedestrians, and bicyclists during street and interchange improvements.
 - Projects should not create fragmented parcels or impede on- and off-site circulation through, to reduce restriction of future development.
 - Allowing redevelopment of excess parking areas or commercial building space for residential uses, especially along public transit routes and areas with strong existing or planned pedestrian connections.
 - Requiring shared entrances, cross-access, and avoiding multiple access points for new commercial developments at major intersections.
- Commercial developments should offer both internal and external pedestrian connections, especially between hotels, restaurants, and retail services.
 - Connections to the corridors and through developments should improve safety for those walking, bicycling, or using mobility devices.
- Allow redevelopment for high density residential and mixed-residential uses near public transit stops, along pedestrian routes, and where site design does not create secluded enclaves of apartments.
- Add density through development of sites behind properties directly facing streets.
- Retrofit or mask existing strip development or other unsightly features, as necessary.
- Explore requiring that stormwater management and detention have lower impact than historic stormwater conditions for all new or redevelopment along corridors.

*The Corridor Area Policies apply to the triangular area between Hwy 77 and 24th Ave SE and the frontage along Hwy 77. The proposed development is **consistent** with the Character Area Policies of the Corridor Area because the development promotes internal connections using interior streets and sidewalks and provides density through the development of sites behind street-facing properties.*

Land Use Development Policies

Commercial Land Use

- Efficient, walkable pattern of development with a variety in commercial arrangements. Moderate building spacing and separation of uses. Allowances for commercial activities that draw from a regional level, while still supporting neighborhood services. Primarily featuring retail establishments that have a large trade area and are auto-centric in design. The large retail site often acts as an attractor to other activities that rely on pass-by vehicle trips.
 - Predominately non-residential uses with a smaller percentage of residential uses at compatible densities and scales.

*The proposed development includes a mix of commercial, office, and residential uses. Sidewalks and trails are proposed throughout the development. Due to the location on the southern boundary of the City, the proposed development is an auto-centric design, with several interior streets providing connections to the various commercial and office areas of the development. The mix of uses for the development is predominately non-residential. For these reasons, the development is **consistent** with the Commercial Land Use policy.*

Building Types

- New Development:
 - Focus on big-box retail, office, small-scale manufacturing, and distribution.
 - Developments are mostly non-residential. Multi-unit residential can be a transitional use to a lower intensity residential neighborhood or as part of employer housing.

*The proposed development is **consistent** with the Commercial Land Use policies because it features a variety of retail and office uses, including opportunities for big-box retail. Multi-family residential is proposed and will transition to the resort area, where small, short-term rental spaces are proposed.*

Site Design

- New Development:
 - Parking lots may be converted into buildable sites.
 - Some locations may warrant 2-3 story parking decks serving multiple campuses or areas.
 - Special attention to pedestrian circulation from tenant to tenant.
 - Shared waste streams for garbage and grease, limited off-hour deliveries, and inclusion of other design features that mitigate service and loading impacts on adjacent lower intensity uses.
 - Landscaping should be thoughtfully planned and maintained to cultivate an attractive environment.
 - Stormwater management should be integrated into projects and designed, when possible, as a site or district amenity.

*The development proposes interconnectivity within both the residential and commercial areas of the development. Additionally, the development proposes appropriate landscaping throughout the development. The development is **consistent** with the Commercial Land Use policies.*

Transportation

- Projected: High-connectivity grid pattern providing viable locations for higher intensity land uses, and allowing multiple access points and routes between uses. Most of the arterials have or will have adequate pedestrian facilities, giving people the option of walking to get to and from these locations. Existing surface parking lots at these locations often present an opportunity to modify the circulation pattern, improve access, and add other benefits. Improving access for pedestrians and bicyclists will be a priority, including modernizing multi-modal infrastructure. Locations at major transit stations highly preferred, transit accommodations should be integrated, if not already established.

The development is **consistent** with the Commercial Land Use Transportation policy because it provides access points on both Hwy 77 and Post Oak Road. As this area of Norman continues to develop, future development should meet many of the development guidelines under Projected growth.

Utility Access

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

The proposed development has access to City utilities and is **consistent** with Utility Access policies.

Public Space

- Plazas, café seating, and other small, well-designed outdoor spaces. Traditional public parks are not appropriate. Pedestrian amenities and connections to regional trails are commonly integrated.

The resort area of the proposed development offers a large amount of open space and an internal system of trails and sidewalks. The commercial area also offers sidewalks. For these reasons, the development is **consistent** with the Commercial Land Use policy.

Neighborhood and/or Special Area Plans

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

UTILITIES

AIM NORMAN PLAN CONFORMANCE

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

SOLID WASTE MANAGEMENT

The proposed development meets requirements for City streets and provides access for solid waste service.

WATER/WASTEWATER AVAILABILITY

Water Availability

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

Wastewater Availability

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

ALTERNATIVES/ISSUES:

IMPACTS: The proposed PUD includes a mixed-use project with commercial, office, resort, and multi-family residential uses. The site is currently vacant. To the north, there is multi-family. To the northwest, the area continues to develop with a mix of retail and office uses. To the south is a church and outside the City limits. There is one single-family property abutting the subject property on the north side of Post Oak Road. To the east, is vacant land planned to be developed as single-family as part of a master planned development. Across Hwy 77, there is a mix of industrial and residential uses, with several vacant properties. The proposed development will generate more traffic than the vacant site currently experiences.

The proposed development is consistent with the AIM Norman Comprehensive Land Use Plan by promoting mixed-use, incorporating interconnectivity via streets, sidewalks, and trails, providing landscaping, including opportunities for big-box stores, and preserving open space.

CONCLUSION: Staff forwards this request for amendment to PUD, Planned Unit Development District, O-2324-33, to a PUD, Planned Unit Development District, O-2526-19, for consideration by City Council.

PLANNING COMMISSION RESULTS: At their meeting of November 13, 2025, the Planning Commission recommended approval of Ordinance O-2526-19 by a vote of 7-0.

O-2526-19

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 15, TOWNSHIP 8 NORTH, RANGE 2 WEST AND THE EAST HALF (E/2) OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM A PUD, PLANNED UNIT DEVELOPMENT, AND PLACE SAME IN A PUD, PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (EAST OF US HIGHWAY 77, SOUTH OF E. CEDAR LANE, AND NORTH OF POST OAK ROAD; WARD 5)

- § 1. WHEREAS, Wiggin Properties, LLC, the owners of the hereinafter described property, have made application to have the subject property removed from a PUD, Planned Unit Development and placed in a PUD, Planned Unit Development; and
- § 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing on November 13, 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 the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from a PUD, Planned Unit Development and place the same in a PUD, Planned Unit Development, to wit:

A tract of land, being in a part of the Southwest Quarter (SW/4) of Section 15, Township 8 North, Range 2 West and the East Half (E/2) of Section 16, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma, described by metes and bounds as follows:

BEGINNING at the Southeast corner of said southwest (SW/4) of Section 15;
THENCE N 89°53'33" W along the South Line of said SW/4 a distance of 100.00 feet;
THENCE N 00°00'07" E and parallel with the East Line of said SW/4 a distance of 363.00 feet;
THENCE N 89°53'33" W and parallel with said South Line a distance of 750.00 feet;
THENCE S 00°00'07" W and parallel with said East Line a distance of 363.00 feet to a point on said South Line;
THENCE N 89°53'33" W along said South Line a distance of 1076.44 feet;
THENCE N 27°30'23" W a distance of 1538.58 feet to a point on the West Line of said SW/4;
THENCE N 00°01'19" W along said West Line a distance of 130.01 feet to a point on the East right of way line of US Highway No. 77;
THENCE N 27°30'23" W a distance of 127.80;
THENCE S 62°24'49" W a distance of 12.05 feet to a point on said East right of way line of US Highway No. 77;
THENCE N 27°35'11" W, on said East right of way line of US Highway No. 77 for a distance of 300.00 feet;
THENCE N 28°32'28" W on said East right of way line of US Highway No. 77 for a distance of 300.04 feet;
THENCE N 27°35'11" W on said East right of way line of US Highway No. 77 for a distance of 567.94 feet to a point on the North Line of the SE/4 of said Section 16;
THENCE continuing N 27°35'11" W on said East right of way line of US Highway No. 77 for a distance of 44.60 feet to a point on the South Line of South Lake Industrial Park Addition (Recorded in book of plats, Bk. 15, Pg. 116);
THENCE N 89°08'24" E on said South Line of South Lake Industrial Park Addition (Recorded in book of plats, Bk. 15, Pg. 116) for a distance of 635.17 feet to a point on the East Line of said Section 16;
THENCE S 00°00'24" W on said East Line of the NE/4 of Section 16 for a distance of 41.65 feet to the Southeast Corner of said NE/4;
THENCE S 89°44'29" E along the North Line of said SW/4 a distance of 2637.64 feet to the Northeast Corner of said SW/4;
THENCE S 00°00'07" W along the East Line of said SW/4 a distance of 2634.38 feet to the POINT OF BEGINNING.

§ 5. Further, pursuant to the provisions of Section 36-509 of the Code of the City of Norman, as amended, the following condition is hereby attached to the zoning of the tract:

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

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

ADOPTED this _____ day of _____, 2026.

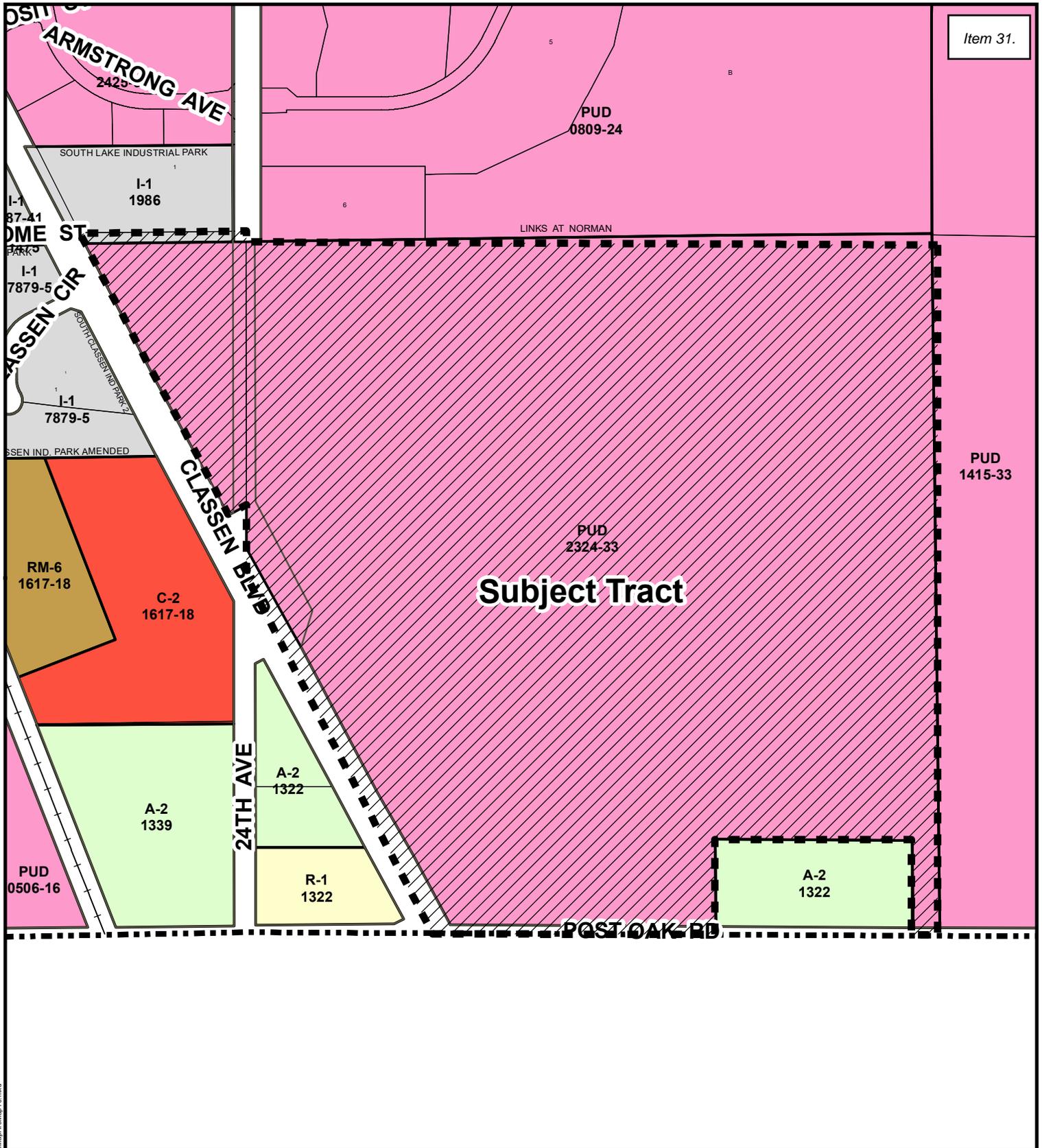
NOT ADOPTED this _____ day of _____, 2026.

(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.



October 7, 2025



 Subject Tract

LIBERTY POINT

A PLANNED UNIT DEVELOPMENT

NORMAN, OKLAHOMA

APPLICANT:

WIGGIN PROPERTIES, LLC

APPLICATION FOR:

PLANNED UNIT DEVELOPMENT
PRELIMINARY PLAT

Submitted October 1, 2025
Revised November 6, 2025

PREPARED BY:

RIEGER SADLER JOYCE
136 Thompson Drive
Norman, Oklahoma 73069

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I. INTRODUCTION

Wiggin Properties, LLC (the “**Applicant**”) seeks to rezone a property currently located in Ward 5 of the City of Norman. More particularly, the site is located East of US Highway 77, South of East Cedar Lane, and North of Post Oak Road, as more particularly described on the attached **Exhibit A** (collectively referred to herein as the “**Property**”).

The Applicant intends to put forth the parameters for which the Property may develop over time. Through the use of this Planned Unit Development (“**PUD**”), the Property may be developed as a mixed-use development including a resort destination and multi-family, office, and commercial uses. The resort will include RV camp sites, glamping tents, and cabins, as well as expansive open space and traditional amenities, as further laid out within this PUD.

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

A. Location

The Property lies East of US Highway 77, South of East Cedar Lane, and North of Post Oak Road. A location map is included on the attached Preliminary Site Development Plan and Preliminary Plat.

B. Existing Land Use and Zoning

The Property is currently vacant and zoned PUD. The Property’s AIM Character Area designation is Suburban and AIM Land Use designation is Commercial.

The Property is located North of Post Oak Road which is the southern border of the City of Norman. The Links development is to the North of the Property and is zoned PUD. The property to the East is zoned PUD. The properties to the West of the Property, across Classen Boulevard, are zoned I-1, Light Industrial, A-2, Rural Agricultural, R-1, Single Family Dwelling, and C-2, General Commercial. A property to the South is zoned A-2, Rural Agricultural, as well.

C. Elevation and Topography

The Property is currently unimproved raw land. The Property generally slopes towards to the center of the Property, as more particularly discussed in the preliminary drainage report provided to City Staff as part of the Preliminary Plat application.

D. Drainage

A drainage report has been provided by the Applicant to City Staff as part of the Preliminary Plat application. The Applicant shall comply with all City ordinances and regulations unless otherwise indicated on the attached site plans.

E. Utility Services

The necessary utility services for this project are already located in close proximity to the Property or shall be extended to the Property, as necessary. The Applicant will extend a 12" waterline along State Highway 77 and to the southeast corner of the Property along Post Oak Road prior to opening the Resort. The previous lift station agreement approved for the original zoning, Contract K-2324-109, will be utilized for the appropriate lift station charges for this Property which is being served by the Post Oak Lift Station.

F. Fire Protection Services

Fire Protection services will be provided by the City of Norman Fire Department and by the Applicant as such are required by adopted City codes. The Applicant proposes to utilize the public water system but will then have a private water system within the Resort which will include private fire hydrants.

G. Traffic Circulation and Access

Access to the Property shall be permitted in the manner depicted on the attached Preliminary Site Development Plan.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Property is planned to accommodate a mixed-use development including a resort destination and multi-family, office, and commercial uses. The resort will include RV camp sites, glamping tents, and cabins, as well as expansive open space amenities and natural buffers. The resort will also include traditional amenities, such as a swimming pool, clubhouse, restaurant, and bar, as further laid out within this PUD. The multi-family residential portion of the Property is expected to contain approximately 334 units. To the extent possible, the Property shall be developed in compliance with the preliminary site development plan, attached to this PUD, subject to final design development and the changes allowed by Section 36-509(g) of the City of Norman's PUD Ordinance, as may be amended from time to time. The Exhibits attached hereto, and as submitted on behalf of the Applicant, are incorporated herein by reference and further depict the development criteria for the Property.

A. Uses Permitted:

As contemplated herein, the Property will be allowed to develop over time as a mixed-use development, featuring uses aligned with the resort and multi-family, office, and

commercial development. A complete list of the allowable uses is attached as **Exhibit D**.

B. Area Regulations:

1. Setback off of US Highway 77:

All Lots within the Property that front Classen Blvd. shall have a minimum twenty-five (25') foot building setback from the property line fronting Classen Blvd.

2. Setback off of North Property Line:

All Lots within the Property that abut the neighboring property located to the North of the Property shall have a minimum ten (10') foot building setback from the North property line. Additionally, there shall be a minimum ten (10') foot building setback from the private drive running along the North property line

3. Setback off of South Property Line:

All Lots within the Property that abut the neighboring property located to the South of the Property, including Post Oak Road, shall have a minimum ten (10') foot building setback from the South property line.

4. Setback off of East Property Line:

There shall be a minimum one hundred fifty (150') foot building setback from the Easternmost boundary of the Property. This 150' setback is made up of a one hundred (100') foot utility easement and an additional fifty (50') foot natural wooded buffer area. No buildings, parking lots, or dumpsters will be allowed within the 150' natural buffer setback. Additionally, there shall be a minimum two hundred (200') foot setback from the Easternmost boundary of the Property for any recreational cabins.

5. Setback off of Interior Streets:

All Lots within the Property that abut any interior platted public streets, which are 24th Avenue SE, and Liberty Point Drive, shall have a minimum twenty-five (25') foot building setback from the property line fronting said interior street.

6. Setback off of Utility Easements:

If a utility easement or other public easement is not located within the building setbacks enumerated above on a Lot within the Property, all permanent buildings and vertical habitable structures shall be setback a minimum of one (1') foot from said easement located on the Lot. Paving shall be allowed over drainage, utility, and other public easements.

7. Landscape Buffers:

For all Lots that front an interior street within the Property, there shall be a minimum five (5') foot landscaping buffer along all interior streets within the Property. For all Lots within the Property that front Classen Blvd., there shall be a minimum ten (10') foot landscaping buffer along Classen Blvd.

8. No Other Setbacks:

Except for the building and landscaping setbacks enumerated above, there shall be no other required setbacks for the Lots located within the Property to allow for a flexible development of the Property over time.

9. Height:

There shall be no height restriction for the commercial and office uses within the Property. The maximum height for any Lot with an exclusive use of multi-family residential within the Property shall be five (5) stories.

10. Minimum Lot Frontage:

The minimum lot frontage along a public road shall be thirty-four (34') feet.

H. Parking:

Parking will meet or exceed the requirements of Norman's ordinances. All RV parking pads shall be asphalt or concrete, and not gravel. Small defined areas of crushed granite, or similar stone, may be used for personal vehicular parking at each RV site.

D. Dumpster and Trash Enclosures

Trash may be handled through on-site dumpsters. A trash compactor(s) and its enclosure(s) may also be located on site to facilitate trash removal. Any dumpster or trash facilities shall be screened within enclosures that are built of materials to be compatible with the building exteriors in the main building. Locations of dumpsters and/or compactors shall be such that allows for proper ingress and egress for City sanitation vehicles in accordance with the EDC.

E. Miscellaneous Development Criteria

1. Site Plan

The Preliminary Site Development Plan for the Property is concurrently submitted with this PUD and shall be incorporated herein as an integral part of the PUD and the development of the Property shall be substantially constructed as presented thereon, subject to final design development and

the changes allowed Section 36-509(g) of the City of Norman's PUD Ordinance, as amended from time to time.

2. **Open Space/Landscaping**

Open space and landscaping shall be located throughout the Property as shown on the attached Green Space Exhibit, attached as **Exhibit E**. The Property shall contain approximately 35% open space comprising approximately 52 acres of the Property. Lots containing exclusively multi-family residential uses shall have no more than 65% impervious coverage. The Property shall contain drainage and detention solutions that adequately control, contain, and channel stormwater runoff from the Property in accordance with all applicable City ordinances and regulations. Landscape buffers within the Property may be located within and/or may contain utility easements, waterline easements, and drainage easements. Landscaping shall be provided in conformity with the City of Norman ordinances, as amended from time to time. Final landscaping types, quantities, and locations may change during final design and construction.

3. **Signage**

Signage for all Lots shall comply with the City of Norman's applicable signage restrictions then in effect for the actual use of the Lot, as may change from time to time. In addition to the signage allowances contained herein, the Property shall be allowed to feature the following signs:

- a. **Development Entrance Signs** – Up to six signs within the Property advertising the Property and any tenants located therein. Each Development Entrance Sign may be a maximum of 300 square feet per side, each sign having no more than two (2) sides.
- b. **Directional Signs** – Up to ten Directional Signs within the Property indicating directions to the different offices, locations, services, or entrances contained within the Property. The Directional Signs are intended to contain directions to multiple locations or destinations on each sign, such as directions to the main entrance, specific offices or services, and parking locations. Each Directional Sign may be a maximum of 150 square feet per side.
- c. **Façade Signs** – Each building within the Property may feature up to two Façade Signs per each side of the building. Each Façade Sign may be a maximum of 300 square feet and a portion of each Façade Sign may extend above the roof line of the building.
- d. **Illumination** – All of the signage discussed herein may be illuminated in accordance with the maximum extent allowable under the City of Norman's applicable commercial signage restrictions, as amended from time to time.

- e. **Banner Signage** – Banners, flag signs, and other similar decorative signage may be displayed within the Property. Banners may be attached to private light poles or to the buildings to advertise holidays, events, the Property, and any tenants located therein.
- f. **Sight Triangle Protection** – All signage within the Property shall be placed in appropriate locations to not interfere with applicable traffic sight triangles.
- g. **Platted Easements** – Signs may not be placed in any platted easements without first obtaining consent to such encroachment from the applicable utility providers and City Council.

4. **Traffic access/circulation/parking and sidewalks**

Access to the Property shall be permitted in the manner depicted on the attached Site Development Plan. The Property shall comply with the City of Norman standards to allow for emergency access and fire access as necessary, as such standards may be amended from time to time. The Property shall be allowed to utilize the maximum number of curb cuts along Classen Blvd that are permissible in accordance with ODOT approval.

5. **Lighting**

All exterior lighting for any Lots with a commercial use shall be installed in conformance with any applicable City of Norman Commercial Outdoor Lighting Standards, as such may be amended from time to time.

6. **Fencing**

Fencing, such as, by way of example and not limitation, wrought iron, stockade wood, composite, and other fencing types, is permissible but is not required within the Property. In conformance with City Code the Applicant may file restrictive covenants against the Property to more narrowly tailor architectural review of fencing within the development. The Property may, but is not required to, install perimeter fencing along all or portion of the Property.

7. **Phasing**

It is anticipated that the Property will be developed in multiple phases. The initial phase is anticipated to be the Retail and Commercial areas in the western portion of the Property. The timing and number of future phases will be determined by market demand and absorption rates.

8. **Exterior Materials**

Exterior materials of the buildings to be constructed on the Property shall be a minimum of eighty percent (80%) brick, wood, stone, synthetic stone, stucco, EIFS, masonry, metal accents, metal exteriors with aggregate, sandblasted or textured coating finish, or other comparable materials, and any combination thereof, exclusive of all window, doors, roofs, or glass. The Applicant may file restrictive covenants against the Property to more narrowly tailor architectural review within the development.

EXHIBIT A

Legal Description of the Property

A tract of land, being in a part of the Southwest Quarter (SW/4) of Section 15, Township 8 North, Range 2 West and the East Half (E/2) of Section 16, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma, described by metes and bounds as follows:

BEGINNING at the Southeast corner of said southwest (SW/4) of Section 15;
 THENCE N 89°53'33" W along the South Line of said SW/4 a distance of 100.00 feet;
 THENCE N 00°00'07" E and parallel with the East Line of said SW/4 a distance of 363.00 feet;
 THENCE N 89°53'33" W and parallel with said South Line a distance of 750.00 feet;
 THENCE S 00°00'07" W and parallel with said East Line a distance of 363.00 feet to a point on said South Line;
 THENCE N 89°53'33" W along said South Line a distance of 1076.44 feet;
 THENCE N 27°30'23" W a distance of 1538.58 feet to a point on the West Line of said SW/4;
 THENCE N 00°01'19" W along said West Line a distance of 130.01 feet to a point on the East right of way line of US Highway No. 77;
 THENCE N 27°30'23" W a distance of 127.80;
 THENCE S 62°24'49" W a distance of 12.05 feet to a point on said East right of way line of US Highway No. 77;
 THENCE N 27°35'11" W, on said East right of way line of US Highway No. 77 for a distance of 300.00 feet;
 THENCE N 28°32'28" W on said East right of way line of US Highway No. 77 for a distance of 300.04 feet;
 THENCE N 27°35'11" W on said East right of way line of US Highway No. 77 for a distance of 567.94 feet to a point on the North Line of the SE/4 of said Section 16;
 THENCE continuing N 27°35'11" W on said East right of way line of US Highway No. 77 for a distance of 44.60 feet to a point on the South Line of South Lake Industrial Park Addition (Recorded in book of plats, Bk. 15, Pg. 116);
 THENCE N 89°08'24" E on said South Line of South Lake Industrial Park Addition (Recorded in book of plats, Bk. 15, Pg. 116) for a distance of 635.17 feet to a point on the East Line of said Section 16;
 THENCE S 00°00'24" W on said East Line of the NE/4 of Section 16 for a distance of 41.65 feet to the Southeast Corner of said NE/4;
 THENCE S 89°44'29" E along the North Line of said SW/4 a distance of 2637.64 feet to the Northeast Corner of said SW/4;
 THENCE S 00°00'07" W along the East Line of said SW/4 a distance of 2634.38 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 6,584,654 square feet, or 151.1629 acres, more or less.

EXHIBIT D
Allowable Uses

- RV, Cabin, Glamping, and Camping Resort. For clarity purposes, in no event shall the Property be utilized for a mobile home park allowing continuous nonrecreational residential domiciles. Recreational cabins, RVs, camping, and other types of recreational lodging are permitted within the resort.
- Clubhouse with restaurant, bar, swimming pool, and similar amenities commonly associated with resort destinations, such as, but not limited to, business center, marketplace, walking trails, dog park, and fitness center.
- Adventure Park.
- Live Outdoor Entertainment.
- Outdoor Amphitheater
- Dog Park
- Mini-Golf
- Meeting Rooms
- Fitness Center
- Pickleball Courts and Similar Athletic Facilities/Courts
- Art Gallery/Studio.
- Assembly Halls of non-profit corporations.
- Libraries.
- Museums.
- Music Conservatories.
- Office buildings and office uses.
- Trade schools and schools for vocational training.
- Churches and other places of worship.
- Short-term rentals.
- Antique shop.
- Appliance Store.
- Artist materials supply, or studio.
- Automobile parking lots.
- Automobile supply store.
- Baby shop.
- Bakery/Baked Goods store.
- Bank.
- Barber shop, or beauty parlor.
- Book or stationery store.
- Camera shop.
- Candy store.
- Catering establishment.
- Child Care / Day Care establishment.
- Clothing or apparel store.
- Coffee house or coffee shop.
- Commercial uses/shops/or services.
- Dairy products or ice cream store.
- Delicatessen store.

- Dress shop.
- Drug store or fountain.
- Dry Cleaning and Laundry Establishment.
- Dry goods store.
- Fabric or notion store.
- Florist/Flower Shop.
- Furniture Store.
- Gift Shop.
- Grocery or supermarket.
- Hardware store.
- Hotel or motel.
- Interior decorating store.
- Jewelry shop.
- Key shop.
- Leather Store and/or Leather Goods Store.
- Locksmith.
- Medical Marijuana Dispensary, as allowed by state law.
- Music, Radio, Electronics, Telephone, or Television Store.
- Painting and decorating shop.
- Pet shop/or Small Animal Hospital.
- Pharmacy.
- Photographer's studio.
- Restaurant/Bar/Lounge/Tavern - may include live entertainment and/or a dance floor, (all such activity fully within an enclosed building) provided the kitchen remains open with full food service whenever live entertainment is offered.
- Retail Shops or Stores.
- Retail spirits store/Liquor store.
- Spa or Similar Establishment.
- Smoke, Tobacco, Vape, or Similar Shop.
- Self-service laundry.
- Sewing machine sales.
- Sporting goods sales.
- Shoe store or repair shop.
- Sign Store/Printing Store.
- Shopping Center.
- T-Shirt Printing
- Tanning Spa or Tanning Establishment.
- Tailor shop.
- Theater (excluding drive-in theaters), Bowling Alley, Arcade, or Similar Establishments, including those that sell alcoholic beverages in compliance with state law.
- Tier I Medical Marijuana Processor, as allowed by state law.
- Tier II Medical Marijuana Processor, as allowed by state law.
- Toy store.
- Apartments/Multi-Family Residential Dwelling Units.

EXHIBIT E

GREEN SPACE EXHIBIT

Full Size Documents Submitted to City Staff



Applicant: Wiggin Properties, LLC

Project Location: Generally located east of US Highway 77, south of east Cedar Lane, and north of Post Oak Road

Case Number: PD25-28

Time: 6:00 p.m.

Applicant Representative:
Gunner Joyce

Attendees:
Erica Bird
John Nelson
Derrick Baungardner

City Staff:
Justin Fish, Planner I
Todd McClellan, Public Works
Beth Muckala, Assistant City Attorney

Application Summary:
The applicant submitted a request to amend the previously approved PUD, Planned Unit Development (O-2324-33). The requested amendment would increase the number of commercial structures on the site, including a new use and structures for multi-family residential. An amendment to the previously approved PUD Narrative and Site Development Plan is required for this change to occur.

Neighbor's Comments/Concerns/Responses:
The neighbors in attendance asked if a turn lane or traffic light would be included as part of this project to help with the traffic it will generate. The applicant representative explained to the neighbors that a Traffic Impact Analysis was conducted for this project, and if certain thresholds were met, a traffic light would need to be installed. The representative then added that as part of the plating process, street improvements must be made by the developer along the frontage of the project site. These improvements include the turn lane mentioned by the neighbors.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/13/2025

REQUESTER: Wiggins Properties, LLC

PRESENTER: Justin Fish, Planner I

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-19: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE THE PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 15, TOWNSHIP 8 NORTH, RANGE 2 WEST AND THE EAST HALF (E/2) OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM A PUD, PLANNED UNIT DEVELOPMENT, AND PLACE SAME IN A PUD, PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (EAST OF US HIGHWAY 77, SOUTH OF E. CEDAR LANE, AND NORTH OF POST OAK ROAD; WARD 5).

APPLICANT/REPRESENTATIVE	Wiggins Properties, LLC/Rieger Sadler Joyce LLC
LOCATION	Generally located east of US Highway 77, south of East Cedar Lane, and north of Post Oak Road
WARD	5
CORE AREA	No
EXISTING ZONING	PUD, Planned Unit Development
EXISTING LAND USE DESIGNATION	Commercial
CHARACTER AREA	Corridor Area & Suburban Neighborhood Areas
PROPOSED ZONING	PUD, Planned Unit Development

PROPOSED LAND USE

No Change

REQUESTED ACTION

Amend the existing PUD Narrative and Site Development Plan

SUMMARY:

The applicant, Wiggins Properties LLC, is requesting an amendment to the existing PUD, Planned Unit Development (O-2324-33). The proposed amendment would allow for the inclusion of multi-family residential uses on the property and a redesign of the previously approved Site Development Plan. The multi-family residential portion of the development is expected to contain approximately 334 dwelling units.

EXISTING CONDITIONS:

SIZE OF SITE: 151.16 Acres

SURROUNDING PROPERTIES

	Subject Property	North	East	South	West
Zoning	PUD	PUD & I-1	PUD	A-2	R-1, A-2, C-2, & I-1
Land Use	Commercial	Urban High	Urban Medium &	Urban High and Outside City limits	Job Center
Current Use	Vacant	Industrial & Residential (Multi-Family)	Residential (Multi-Family) & Vacant	Residential (Single-Family)	Industrial, Commercial & Residential (Single-Family)

EXISTING ZONING DESIGNATION

PUD, Planned Unit Developments

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 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.

LAND USE DESIGNATION

Commercial (C)

Efficient, walkable pattern of development with a variety in commercial arrangements. Moderate building spacing and separation of uses. Allowances for commercial activities that draw from a regional level, while still supporting neighborhood services. Primarily featuring retail establishments that have a large trade area and are auto-centric in design. The large retail site often acts as an attractor to other activities that rely on pass-by vehicle trips.

Predominately non-residential uses with a smaller percentage of residential uses at compatible densities and scales.

CHARACTER AREA DESIGNATIONS

Corridor Areas

Corridor Areas are developed or undeveloped land on both sides of a roadway; primarily designated, although not limited to, commercial and mixed-use development with auto-centric design. Scale and location affect the type and intensity of these uses. Corridor character is determined by scale and is recognized in three main areas. (Gateway Corridors, In-Town Corridors, and Downtown Corridors)

Gateway Corridors

Major thoroughfare that serves as an important entrance or means of access to the community marked by orientation of buildings to highway; on-site parking; and large setbacks for buildings. Anticipating high public transit access, including stops and shelters in locations safe for passengers and operations. Interstate-35, North Flood Avenue, Alameda Street, Main Street west of 24th, and Highway 9 are Gateway Corridors managed under this Character Area.

Suburban Neighborhood Area

Suburban Neighborhood Areas are where suburban residential subdivision development has or is likely to occur (due to availability of water and sewer service). This area is characterized by low pedestrian orientation, existing but limited public transit access, high to moderate degree of building and use separation, predominantly residential with scattered civic buildings and varied street patterns, often curvilinear.

In the future, the neighborhoods with good trail access and connections to surrounding services will likely continue to be highly attractive neighborhoods. Future development should elevate connectivity and traditional neighborhood design (TND).

NEAREST PUBLIC PARK

Bluestem Park is adjacent to the development site; it is a 4 acre park in the southwest corner of The Links development north of the subject property.

PROCEDURAL REQUIREMENTS:

PRE-DEVELOPMENT:

PD25-28

October 23, 2025

The neighbors in attendance asked if a turn lane or traffic light would be included as part of this project to help with the traffic it will generate. The applicant representative explained to the neighbors that a Traffic Impact Analysis was conducted for this project and if certain thresholds were met a traffic light would need to be installed. The representative then added that as part of the platting process, street improvements must be made by the developer along the frontage of the project site. These improvements include the turn lane mentioned by the neighbors.

BOARD OF PARKS COMMISSIONERS:

November 6, 2025

The applicant requested fee-in-lieu of land for this project, with the collected fees assigned to the Bluestem Park development account. The Board of Parks Commissioners voted to approve the fee-in-lieu decision with a vote of 7-0.

REVIEW COMMENTS:

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

CITY DEPARTMENTS

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

FIRE DEPARTMENT

Items related to Fire codes will be addressed during building permitting.

BUILDING REVIEW

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

PUBLIC WORKS/ENGINEERING

Please see attached report from Engineering regarding the Preliminary Plat.

TRANSPORTATION ENGINEER

Please see attached report from the Transportation Engineer regarding the Preliminary Plat.

PLANNING

ZONING CODE CONSIDERATIONS

Purpose – PUD, Planned Unit Development

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

- A maximum choice in the types of environment and living units available to the public.
- Provision of more usable and suitably located open space, recreation areas, or other common facilities than would otherwise be required under conventional land development regulations.
- Maximum enhancement and minimal disruption of existing natural features and amenities.
- Comprehensive and innovative planning and design of diversified developments which are consistent with the Comprehensive Plan, including the Land Use Plan, and remain compatible with surrounding developments.
- More efficient and economic use of land resulting in smaller networks of utilities and streets, thereby lowering costs.
- Preparation of more complete and useful information which will enable the Planning Commission and City Council to make more informed decisions on land use. The PUD, Planned Unit Development regulations are designed to provide for small- and large-scale developments incorporating a single type or a variety of residential, commercial, industrial and related uses which are planned and developed as a unit. Such development may consist of individual lots, or it may have common building sites.

Private or public common land and open space must be an essential, major element of the development, which is related to, and affects, the long-term value of the homes and other development. A planned unit development shall be a separate entity with a distinct character that respects and harmonizes with surrounding development.

*The applicant requests an amendment to the property's existing PUD to add the additional use of multi-family residential and change the Site Development Plan to include additional structures. This proposal remains **consistent** with the purpose of a PUD.*

Uses Permitted

- The project site is currently designated for a mixed-use development consisting of a resort destination and commercial and office uses. The proposed amendment will allow for the development of multi-family residential structures on the subject site. The multi-family residential portion of the development is expected to contain approximately 334 dwelling units. A complete list of allowable uses can be found within the attached PUD Narrative as Exhibit D.

*This PUD, Planned Unit Development, proposes a mixed-use development that will include commercial, office, and multi-family residential uses. This proposal is **consistent** with the surrounding area as there are existing commercial and multi-family residential uses nearby.*

Area Regulations

- Setback off of US Highway 77:
 - Lots within the property that front Classen Blvd. shall have a minimum twenty-five foot building setback from the property line fronting Classen Blvd.
- Setback off of North Property Line:
 - Lots within the property that abut the neighboring property located to the North of the property shall have a minimum ten foot building setback from the North property line. Additionally, there shall be a minimum ten (10') foot building setback from the private drive running along the North property line.
- Setback off of South Property Line:
 - Lots within the property that abut the neighboring property located to the South of the property, including Post Oak Road, shall have a minimum ten-foot building setback from the South property line.
- Setback off of East Property Line:
 - There shall be a minimum one hundred fifty-foot building setback from the Easternmost boundary of the property. Additionally, there shall be a minimum two-hundred-foot setback from the Easternmost boundary of the property for any recreational cabins.
- Setback off of Interior Streets:
 - Lots within the property that abut any interior platted public streets, which are 24th Avenue SE, and Liberty Point Drive, shall have a minimum twenty-five foot building setback from the property line fronting said interior street.
- Setback off of Utility Easements:
 - If a utility easement or other public easement is not located within the building setbacks enumerated above on a lot within the property, all permanent buildings and vertical habitable structures shall be setback a minimum of one foot from said easement located on the lot. Paving and RV parking shall be allowed over drainage, utility, and other public easements.

The Area Regulations for this development are **consistent** with those found in the surrounding area. The setback requirements for this development, while tailored for this development specifically, still meet or exceed those of the surrounding zoning districts. The development proposes a 25' setback for lots with frontage on US Highway 77, a 10' setback from Post Oak Road, and a 25' setback on the side where a lot has frontage to an interior street.

Height Regulations

- There shall be no height restriction for commercial or office buildings. Exclusively residential structures may be constructed up to 5 stories in height.

The proposed development will not have a maximum building height for commercial and office structures. For multi-family residential structures, there will be a maximum building height of five stories. Surrounding zoning districts have a variety of height restrictions. The Armstrong PUD to the northwest has no height limit for commercial and office uses. The Links PUD to the north allows for two-stories for multi-family use. The Destin Landing PUD to the east allows for one- to two-stories for single-family residential development. Across Hwy 77, varied heights are allowed, ranging from three-stories in the I-1 District to no maximum height requirement in C-2. The proposed development is **consistent** with the surrounding allowances in the area.

Open Space

- The Property shall contain approximately 35% open space comprising approximately 52 acres of the Property. lots containing exclusively multi-family residential uses shall have no more than 65% impervious coverage.

Approximately 35% of the development site will be open space. The proposed amount of open space far exceeds the required minimum of 10% to 15% under the City's Section 36-509, PUD, Planned Unit Developments. This open space proposal is **consistent** with surrounding developments.

Traffic Access, Circulation, Parking and Sidewalks

- Access to the Property shall be permitted in the manner depicted on the attached Site Development Plan. The Property shall comply with the City of Norman standards to allow for emergency access and fire access as necessary, as such standards may be amended from time to time. The Property shall be allowed to utilize the maximum number of curb cuts along Classen Blvd that are permissible in accordance with ODOT approval.

There are three access points from Hwy 77 shown on the Site Development Plan. Two additional access points are shown on the south boundary of the development site along Post Oak Road. Access points along Hwy 77 require ODOT approval. Access points along Post Oak Road were reviewed and approved by the City Transportation Engineer. Access as shown on the Site Development Plan is **consistent** with City and ODOT regulations. Parking and sidewalks are planned and shown on the Site Development Plan. Trails and RV spaces are proposed and shown on the Site Development Plan in the resort area.

Landscaping

- Landscaping shall be in conformity with the City of Norman ordinances, as amended from time to time.

*The proposed development is **consistent** with the regulations found under Section 36-551, Landscaping Requirements For Off-Street Parking Facilities.*

Lighting

- All exterior lighting for any lots with a commercial use shall be installed in conformance with any applicable City of Norman Commercial Outdoor Lighting Standards, as amended from time to time.

*The proposed development is **consistent** with the regulations found under Section 36-549, Commercial Outdoor Lighting Standards.*

Signage

- Signage for all lots shall comply with the City of Norman's applicable signage restrictions then in effect for the actual use of the lot, as may change from time to time. In addition to the signage allowances contained herein, the Property shall be allowed to feature the following signs:
 - Development Entrance Signs: Up to six signs within the Property advertising the Property and any tenants located therein. Each Development Entrance Sign may be a maximum of 300 square feet per side, each sign having no more than two sides.
 - Directional Signs: Up to ten Directional Signs within the Property indicating directions to the different offices, locations, services, or entrances contained within the Property. The Directional Signs are intended to contain directions to multiple locations or destinations on each sign, such as directions to the main entrance, specific offices or services, and parking locations. Each Directional Sign may be a maximum of 150 square feet per side.
 - Façade Signs: Each building within the Property may feature up to two Façade Signs per each side of the building. Each Façade Sign may be a maximum of 300 square feet and a portion of each Façade Sign may extend above the roof line of the building.
 - Illumination: All of the signage discussed herein may be illuminated in accordance with the maximum extent allowable under the City of Norman's applicable commercial signage restrictions, as amended from time to time.
 - Banner Signage: Banners, flag signs, and other similar decorative signage may be displayed within the Property. Banners may be attached to private light poles or to the buildings to advertise holidays, events, the Property, and any tenants located therein.
 - Sight Triangle Protection: All signage within the Property shall be placed in appropriate locations to not interfere with applicable traffic sight triangles.
 - Platted Easements: Signs may not be placed in any platted easements without first obtaining consent to such encroachment from the applicable utility providers and City Council.

*The PUD allows for the signage permitted by Chapter 28, Sign Regulations, along with these additional allowances listed above. The proposed signage is similar to that of the Armstrong PUD to the northwest. The requests for the additional square footage and signage are **inconsistent** with the City signage codes.*

Screening

- Fencing, such as, but not limited to, wrought iron, stockade wood, composite, and other fencing types, is permissible but is not required within the Property. In conformance with City Code the Applicant may file restrictive covenants against the Property to more narrowly tailor architectural review of fencing within the development. The Property may, but is not required to, install perimeter fencing along all or portion of the Property.

*The proposed development does not require fencing; however, fencing may be permitted, provided it complies with the regulations under Section 36-552, Fencing, Walls, And Screening. The proposed development would be required to provide fencing along the eastern property line under Section 36-552. Should the applicant choose not to provide this fencing, they would be **inconsistent** with City screening requirements.*

Exterior Materials

- Exterior materials of the buildings to be constructed on the Property shall be a minimum of eighty percent (80%) brick, wood, stone, synthetic stone, stucco, EIFS, masonry, metal accents, metal exteriors with aggregate, sandblasted or textured coating finish, or other comparable materials, and any combination thereof, exclusive of all window, doors, roofs, or glass. The Applicant may file restrictive covenants against the Property to more narrowly tailor architectural review within the development.

*The listed materials and percentages are **consistent** with the requirements found within Section 36-547, Exterior Appearance of the Zoning Ordinance.*

Sanitation/Utilities

- Trash may be handled through on-site dumpsters. A trash compactor(s) and its enclosure(s) may also be located on site to facilitate trash removal. Any dumpster or trash facilities shall be screened within enclosures that are built of materials to be compatible with the building exteriors in the main building. Locations of dumpsters and/or compactors shall be such that allows for proper ingress and egress for City sanitation vehicles in accordance with the EDC.

*The locations and designs of sanitation facilities are **consistent** with the requirements of the City of Norman's Engineering & Design Criteria and Utilities Department.*

Phasing

- It is anticipated that the Property will be developed in multiple phases. The initial phase is anticipated to be the Retail and Commercial areas in the western portion of the Property. The timing and number of future phases will be determined by market demand and absorption rates.

*While the applicant has stated the commercial uses located in the western portion of the property will be developed initially, no timeline has been presented. Additionally, the applicant has not produced an exhibit depicting the development's expected phasing. For these reasons, the development is **inconsistent** with the phasing requirements of Section 36-509, PUD, Planned Unit Developments.*

COMPREHENSIVE PLAN CONSIDERATIONS

Character Area Policies

General Policies

Residential Policies

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

*The residential component of the proposed development will be comprised of multi-family residential structures containing approximately 334 dwelling units in approximately 20 buildings, which can be a maximum of five-stories in height. There will be a mix of townhomes and multi-family structures. The development is **consistent** with the Residential Character Area General Policies.*

Non-Residential

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

*The development proposes an 80% masonry requirement for all structures built within the development site. Additionally, loading areas are shown to be screened from view. For these reasons, the proposed development is **consistent** with the non-residential Character Area General Policies.*

Suburban Neighborhood Areas Policies

- Infrastructure extensions should occur incrementally, and new developments must connect to City water and sewer, which may require extension of lines.
- Protect drainageways in accordance with WQPZ ordinance within new development and expand their use for public trail access.
 - Treat water quality volume from runoff for volume recommended in stormwater master plan and in accordance with EDC Section 7000.
 - The open spaces created around drainageways should be connected when feasible to create wildlife corridors.
- Reduce the impact of higher intensity uses to adjacent lower intensity uses with screening and landscaping. Native landscaping is encouraged.
 - Prioritize preservation of existing mature street trees.

- Promote a mix of housing types, including accessory dwelling units, and new, well-designed similarly scaled multi-unit residences to increase neighborhood density and income diversity.
 - Priority for higher density, mixed-income, and affordable housing opportunities should be assigned to locations with multi-modal transportation access and capacity.
 - Based on associated Land Use, housing typologies of all intensity levels are appropriate within the Suburban Character area.
- Encourage:
 - More mixing of uses, including neighborhood services, job centers, and residential uses of similar intensities.
 - Retrofitting existing commercial and retail strip development in areas that are likely to undergo renovation or potential demolition in the life of this plan.
 - Civic, cultural uses, entertainment establishments that will promote community interaction and public open space.
- As streets move further from the center of the Core Neighborhood Character Area and parcel sizes and development patterns work against pedestrian circulation, focus should shift to vehicular safety, corridor appearance and traffic speeds while still providing basic access and safety for pedestrians and bicyclists. Transportation accommodations should:
 - Ensure interconnectivity between developments for local and collector streets.
 - Provide access to trails with all new development, when feasible to integrate trail plans outlined in the Transportation and Park Master Plans into developments.
 - Connect streets between land uses and include complete street approaches for undeveloped sites.
 - Use the most recent Transportation Master Plan to fill pedestrian system gaps along streets, to trails, and within developments.
 - Encourage network of multi-modal transportation options to neighborhood centers and local mixed-use developments.

*The proposed development is **consistent** with the Suburban Neighborhood Areas Policies because it promotes a mix of uses, utilizes interconnectivity, connects to City infrastructure, and reduces the impact of higher intensity uses from lower intensity uses by providing additional open space along the entire length of the east side of the development.*

Corridor Area Policies

- Support the natural phasing out of older and lower-yield commercial and industrial uses with regulations and incentives that support mixed-uses and local businesses.
- Use screening, with natural materials when possible, to lessen noise pollution and visual clutter from existing and future uses along the corridor.
- Promote circulation and manage access to keep traffic flowing by:
 - Including access along and into properties for vehicles, public transit, pedestrians, and bicyclists during street and interchange improvements.
 - Projects should not create fragmented parcels or impede on- and off-site circulation through, to reduce restriction of future development.
 - Allowing redevelopment of excess parking areas or commercial building space for residential uses, especially along public transit routes and areas with strong existing or planned pedestrian connections.
 - Requiring shared entrances, cross-access, and avoiding multiple access points for new commercial developments at major intersections.

- Commercial developments should offer both internal and external pedestrian connections, especially between hotels, restaurants, and retail services.
 - Connections to the corridors and through developments should improve safety for those walking, bicycling, or using mobility devices.
- Allow redevelopment for high density residential and mixed-residential uses near public transit stops, along pedestrian routes, and where site design does not create secluded enclaves of apartments.
- Add density through development of sites behind properties directly facing streets.
- Retrofit or mask existing strip development or other unsightly features, as necessary.
- Explore requiring that stormwater management and detention have lower impact than historic stormwater conditions for all new or redevelopment along corridors.

*The Corridor Area Policies apply to the triangular area between Hwy 77 and 24th Ave SE and the frontage along Hwy 77. The proposed development is **consistent** with the Character Area Policies of the Corridor Area because the development promotes internal connections using interior streets and sidewalks and provides density through the development of sites behind street-facing properties.*

Land Use Development Policies

Commercial Land Use

- Efficient, walkable pattern of development with a variety in commercial arrangements. Moderate building spacing and separation of uses. Allowances for commercial activities that draw from a regional level, while still supporting neighborhood services. Primarily featuring retail establishments that have a large trade area and are auto-centric in design. The large retail site often acts as an attractor to other activities that rely on pass-by vehicle trips.
 - Predominately non-residential uses with a smaller percentage of residential uses at compatible densities and scales.

*The proposed development includes a mix of commercial, office, and residential uses. Sidewalks and trails are proposed throughout the development. Due to the location on the southern boundary of the City, the proposed development is an auto-centric design, with several interior streets providing connections to the various commercial and office areas of the development. The mix of uses for the development is predominately non-residential. For these reasons, the development is **consistent** with the Commercial Land Use policy.*

Building Types

- New Development:
 - Focus on big-box retail, office, small-scale manufacturing, and distribution.
 - Developments are mostly non-residential. Multi-unit residential can be a transitional use to a lower intensity residential neighborhood or as part of employer housing.

*The proposed development is **consistent** with the Commercial Land Use policies because it features a variety of retail and office uses, including opportunities for big-box retail. Multi-family residential is proposed and will transition to the resort area, where small, short-term rental spaces are proposed.*

Site Design

- New Development:
 - Parking lots may be converted into buildable sites.
 - Some locations may warrant 2-3 story parking decks serving multiple campuses or areas.
 - Special attention to pedestrian circulation from tenant to tenant.
 - Shared waste streams for garbage and grease, limited off-hour deliveries, and inclusion of other design features that mitigate service and loading impacts on adjacent lower intensity uses.
 - Landscaping should be thoughtfully planned and maintained to cultivate an attractive environment.
 - Stormwater management should be integrated into projects and designed, when possible, as a site or district amenity.

*The development proposes interconnectivity within both the residential and commercial areas of the development. Additionally, the development proposes appropriate landscaping throughout the development. The development is **consistent** with the Commercial Land Use policies.*

Transportation

- Projected: High-connectivity grid pattern providing viable locations for higher intensity land uses, and allowing multiple access points and routes between uses. Most of the arterials have or will have adequate pedestrian facilities, giving people the option of walking to get to and from these locations. Existing surface parking lots at these locations often present an opportunity to modify the circulation pattern, improve access, and add other benefits. Improving access for pedestrians and bicyclists will be a priority, including modernizing multi-modal infrastructure. Locations at major transit stations highly preferred, transit accommodations should be integrated, if not already established.

*The development is **consistent** with the Commercial Land Use Transportation policy because it provides access points on both Hwy 77 and Post Oak Road. As this area of Norman continues to develop, future development should meet many of the development guidelines under Projected growth.*

Utility Access

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

*The proposed development has access to City utilities and is **consistent** with Utility Access policies.*

Public Space

- Plazas, café seating, and other small, well-designed outdoor spaces. Traditional public parks are not appropriate. Pedestrian amenities and connections to regional trails are commonly integrated.

*The resort area of the proposed development offers a large amount of open space and an internal system of trails and sidewalks. The commercial area also offers sidewalks. For these reasons, the development is **consistent** with the Commercial Land Use policy.*

Neighborhood and/or Special Area Plans

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

UTILITIES

AIM NORMAN PLAN CONFORMANCE

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

SOLID WASTE MANAGEMENT

The proposed development meets requirements for City streets and provides access for solid waste service.

WATER/WASTEWATER AVAILABILITY

Water Availability

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

Wastewater Availability

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

ALTERNATIVES/ISSUES:

IMPACTS: The proposed PUD includes a mixed-use project with commercial, office, resort, and multi-family residential uses. The site is currently vacant. To the north, there is multi-family. To the northwest, the area continues to develop with a mix of retail and office uses. To the south is a church and outside the City limits. There is one single-family property abutting the subject property on the north side of Post Oak Road. To the east, is vacant land planned to be developed as single-family as part of a master planned development. Across Hwy 77, there is a mix of industrial and residential uses, with several vacant properties. The proposed development will generate more traffic than the vacant site currently experiences.

The proposed development is consistent with the AIM Norman Comprehensive Land Use Plan by promoting mixed-use, incorporating interconnectivity via streets, sidewalks, and trails, providing landscaping, including opportunities for big-box stores, and preserving open space.

CONCLUSION: Staff forwards this request for amendment to PUD, Planned Unit Development District, O-2324-33, to a PUD, Planned Unit Development District, O-2526-19, to the Planning Commission for consideration and recommendation to City Council.

reading will not go to Council until January 2026, allowing time to assemble a group to review possible modifications.

Commissioner McClure asked Ms. LeBlanc why she could not treat the piriformis muscle, noting from his experience as an athlete massage therapist this area was often treated. Ms. LeBlanc explained the ordinance bans work on the gluteal area, which includes the piriformis.

Commissioner Brewer explained he supports removing that language and noted any remaining language would be handled at the Council level.

Commissioner Parker expressed uncertainty about the regulations for different types of massage therapists, using Thai Body Work as an example, and suggested they may be less regulated than massage therapists.

Ms. LeBlanc agreed. Commissioner Parker urged them to include all types of therapists moving forward.

Motion made by Commissioner Brewer, Seconded by Commissioner McKown.

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Commissioner Bird, Commissioner Parker, Commissioner Griffith, Commissioner Kindel

Planning Commission recommended approval of Ordinance O-2526-16.

Liberty Point PUD Ordinance Amendment & Preliminary Plat

5. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-19: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE THE PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 15, TOWNSHIP 8 NORTH, RANGE 2 WEST AND THE EAST HALF (E/2) OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM A PUD, PLANNED UNIT DEVELOPMENT, AND PLACE SAME IN A PUD, PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (EAST OF US HIGHWAY 77, SOUTH OF E. CEDAR LANE, AND NORTH OF POST OAK ROAD; WARD 5).

ITEMS SUBMITTED FOR THE RECORD

- 1. Staff Report
- 2. Location Map
- 3. PUD Narrative
- 4. Revised Preliminary Site Development Plan
- 5. Revised Preliminary Plat
- 6. Green Space Exhibit

6. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2526-11: CONSIDERATION OF A PRELIMINARY

PLAT SUBMITTED BY LIBERTY POINT LIMITED PARTNERSHIP (S CONSULTING ENGINEERS, P.C.) FOR LIBERTY POINT ADDITION, A PLANNED UNIT DEVELOPMENT, FOR 151 ACRES OF PROPERTY GENERALLY LOCATED EAST OF CLASSEN BOULEVARD (US HIGHWAY 77) ONE-HALF MILE SOUTH OF CEDAR LANE ROAD AND NORTH OF POST OAK ROAD. (WARD 5)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Location Map
3. Revised Preliminary Plat
4. Revised Preliminary Site Development Plan
5. Development Review Form
6. Pre-Development Summary

Staff Presentation

Justin Fish, Planner I, presented the staff report.

Applicant Presentation

Libby Smith, representative of the applicant, provided an overview of the project.

Commissioner Parker inquired about the single entrance/exit for the RV portion. Ms. Smith confirmed it remained unchanged from the original preliminary plat.

Public Comments

There were no public comments.

Planning Commission Discussion

Motion made by Commissioner McKown, Seconded by Commissioner Parker.

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Commissioner Bird, Commissioner Parker, Commissioner Griffith, Commissioner Kindel

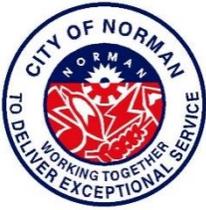
Planning Commission recommended approval of Ordinance O-2526-19 & PP-2526-11.

Sterling Fields PUD Rezoning & Preliminary Plat

7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2526-83: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE AIM NORMAN COMPREHANSIVE LAND USE PLAN SO AS TO REMOVE A TRACT OF LAND LYING IN THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, FROM THE URBAN RESERVE

File Attachments for Item:

32. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2526-11: PRELIMINARY PLAT FOR LIBERTY POINT ADDITION, A PLANNED UNIT DEVELOPMENT, LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF CLASSEN BOULEVARD (STATE HIGHWAY NO. 77) AND POST OAK ROAD (Ward 5).



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/27/2026

REQUESTER: Ken Danner, Subdivision Development Manager
David Riesland, Transportation Engineer

PRESENTER: Scott Sturtz, Director of Public Works

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2526-11: PRELIMINARY PLAT FOR LIBERTY POINT ADDITION, A PLANNED UNIT DEVELOPMENT, LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF CLASSEN BOULEVARD (STATE HIGHWAY NO. 77) AND POST OAK ROAD (Ward 5).

BACKGROUND:

This item is a preliminary plat for Liberty Point Addition, a Planned Unit Development located at the northeast corner of the intersection of Classen Boulevard and Post Oak Road. This property consists of 151 acres and several commercial/office lots, apartments/duplex lots and a large RV facility.

Planning Commission, at its meeting of November 13, 2025, recommended to City Council amending the PUD, Planned Unit Development District. In addition, Planning Commission recommended approval of the revised preliminary plat for Liberty Point Addition, a Planned Unit Development.

DISCUSSION:

The proposed development is a recreational campground development with approximately 395 recreational lots as well as supporting amenities available to the patrons. Additionally, the site features approximately 254,900 square feet of commercial/retail space, 208 multifamily residential units, and 22 townhomes. In total, the development is expected to generate approximately 11,124 trips per day, 324 AM peak hour trips, and 903 PM peak hour trips. Obviously, being well above the threshold for when a traffic impact study is required (>100 peak hour trips is the threshold), the developer submitted a traffic impact analysis documenting the trip generation information for this addition as well as a discussion regarding the proposed access points relative to existing streets and/or driveways along the US-77/Classen Boulevard corridor, 24th Avenue SE, and Post Oak Road. On behalf of the developer, TEC submitted the traffic impact analysis. Traffic operational issues are not anticipated due to the development.

STREET	NO. OF LANES	BACK-GROUND TRAFFIC (Veh/day)	PROJECTED TRAFFIC (Veh/day)	TOTAL PROJECTED TRAFFIC (Veh/day)	ROADWAY CAPACITY L.O.S. "E"	% CAPACITY USED (BACKGROUND)	% CAPACITY USED (PROJECTED)
US-77/Classen Boulevard	5	21,000	11,740*	32,740	36,000	58.33	90.94
24 th Avenue SE	2	1,000	494*	1,494	17,100	5.85	8.74
Post Oak Road	2	1,950	494*	2,444	17,100	11.40	14.29
Cedar Lane Road	4	10,000	1,360*	11,360	34,200	29.24	33.22

* Trip distribution splits are 95% on US-77/Classen Boulevard, 11% on Cedar Lane Road, 4% on 24th Avenue SE, and 4% on Post Oak Road

The proposed development proposes two access points along Classen Boulevard, one access point along Post Oak Road, and two access points along 24th Avenue SE. With regards to the location of the access points, all driveways meet the minimum driveway requirement in the Engineering Design Criteria. Capacity exceeds demand in this area. As such, additional off-site improvements are not anticipated.

Signalization of the US-77/Classen Boulevard intersection with the realigned 24th Avenue SE is warranted in the traffic impact analysis. The traffic impact analysis has been submitted to the Oklahoma Department of Transportation (ODOT) for review. Initial approval of this new traffic signal is not expected to be granted by ODOT. This traffic signal is crucial to accommodate the future traffic to be generated by the site.

While no negative traffic impacts were anticipated, an assessment of impact fees was previously established in an earlier traffic study for the Destin Landing development for a number of intersections in the area. These impact fees will cover a portion of the costs associated with improvements at of US-77/Classen Boulevard at Cedar Lane Road, US-77/Classen Boulevard at Post Oak Road, and Cedar Lane Road at 24th Avenue SE. The Liberty Point TIA identified 468 PM peak hour trips through US-77/Classen Boulevard at Cedar Lane Road, 161 PM peak hour trips through US-77/Classen Boulevard at Post Oak Road, and 25 PM peak hour trips through Cedar Lane Road at 24th Avenue SE. The fees for the intersections are \$20,348.64, \$18,267.06, and \$2,822.50 respectively. In total, \$41,438.20 in traffic impact fees for three identified intersections will need to be collected with the filing of the Final Plat. In addition, to the traffic impact fees collected, the developer would be responsible to install the traffic signal at the realigned intersection of US-77/Classen Boulevard and 24th Avenue SE should ODOT approve the installation of this traffic signal.

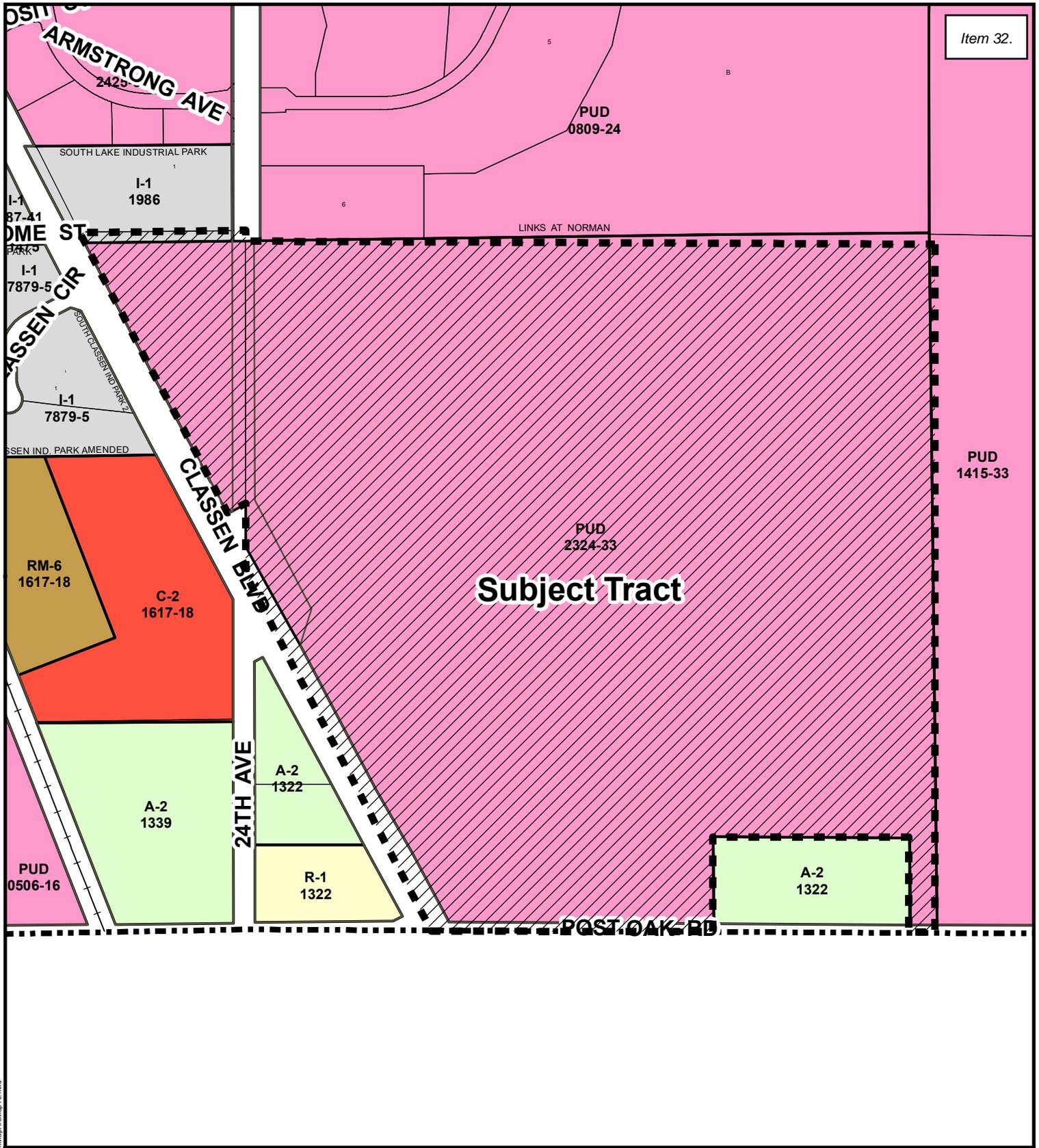
Public improvements for this property consist of the following:

- Fire Hydrants.** Fire hydrants will be installed in accordance with approved plans. Their locations have been reviewed by the Fire Department. Additional fire hydrants will be required for the large tracts when a final site development plan is submitted with a final plat.
- Permanent Markers.** Permanent markers will be installed prior to filing of the final plat.

3. **Sanitary Sewers.** Sanitary sewer mains will be installed to serve this property in accordance with approved plans and City and State Department of Environmental Quality standards. This area will be served by an existing lift station. Utilities Department supports the sanitary sewer solution as long as the developer and City Council approve a Lift Station Agreement and Fee to be included on future utility bills for this development.
4. **Sidewalks.** Sidewalks will be installed adjacent to Classen Boulevard, 24th Avenue S.E., Post Oak Road and interior public streets.
5. **Storm Sewers.** Storm water and appurtenant drainage structures will be installed in accordance with approved plans and City drainage standards. Runoff will be conveyed to privately-maintained detention facility located on the east property. A property owner association will be responsible for maintenance of the detention pond, common open area and public rights-of-way.
6. **Streets.** Classen Boulevard is existing as a Principal Urban Arterial street and part of the State Highway System (US Highway 77). Twenty-fourth Avenue S.E. is proposed to be relocated to the northern portion of the property and connect to Classen Boulevard and constructed as a Minor Urban Arterial street. Post Oak Road will be constructed as a Minor Urban Arterial street. The proposed interior streets will be constructed in accordance with approved plans and City paving standards.
7. **Water Mains.** Twelve-inch water mains will be installed adjacent to Classen Boulevard, Post Oak Road and interior streets. Water lines will serve the RV facility.
8. **Public Dedications.** All easements and rights-of-way will be dedicated to the City with final plating.

STAFF RECOMMENDATIONS:

Based on the above information, staff recommends approval of the revised preliminary plat for Liberty Point Addition, a Planned Unit Development.



Location Map

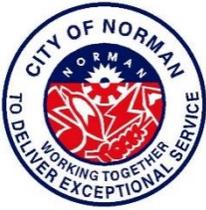


Map Produced by the City of Norman Geographic Information System. The City of Norman assumes no responsibility for errors or omissions in the information presented.



October 7, 2025





CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/13/2025

REQUESTER: Liberty Point Limited Partnership (SMC Consulting Engineers, P.C.)

PRESENTER: Ken Danner, Subdivision Development Manager

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2526-11: CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY LIBERTY POINT LIMITED PARTNERSHIP (SMC CONSULTING ENGINEERS, P.C.) FOR LIBERTY POINT ADDITION, A PLANNED UNIT DEVELOPMENT, FOR 151 ACRES OF PROPERTY GENERALLY LOCATED EAST OF CLASSEN BOULEVARD (US HIGHWAY 77) ONE-HALF MILE SOUTH OF CEDAR LANE ROAD AND NORTH OF POST OAK ROAD. (WARD 5)

ITEM: Consideration of a Revised Preliminary Plat for LIBERTY POINT ADDITION, A PLANNED UNIT DEVELOPMENT.

LOCATION: Generally located east of Classen Boulevard (US Highway 77) one-half mile south of Cedar Lane Road and north of Post Oak Road.

INFORMATION:

1. Owners. Liberty Point Limited Partnership.
2. Developer. Wiggins Properties, LLC.
3. Engineer. SMC Consulting Engineers, P.C.

HISTORY:

1. October 21, 1961. City Council adopted Ordinance No. 1315 annexing a portion of this property into the Norman Corporate City limits without zoning.
2. October 21, 1961. City Council adopted Ordinance No. 1318 annexing the remainder of this property into the Corporate City limits without zoning.
3. December 12, 1961. City Council adopted Ordinance No. 1322 placing this property in the A-2, Rural Agricultural District.

4. June 20, 1967. Planning Commission, on a vote of 8-0, recommended to City Council placing the property west of 24th Avenue S.E. into the I-1, Light Industrial District and removing it from A-2, Rural Agricultural District.
5. September 12, 1967. City Council adopted Ordinance No. 1986 placing the property west of 24th Avenue S.E. in the I-1, Light Industrial District and removing it from A-2, Rural Agricultural District.
6. July 8, 1968. Planning Commission, on a vote of 8-0, recommended to City Council that this property located east of 24th Avenue S.E. be placed in the I-1, Light Industrial District and removed from A-2, Rural Agricultural District.

HISTORY, (con't):

7. February 27, 1968. City Council adopted Ordinance No. 2033 placing this property east of 24th Avenue S.E. in the I-1, Light Industrial District and removing it from A-2, Rural Agricultural District.
8. December 13, 1984. Planning Commission, on a vote of 9-0, approved the preliminary plat for South Lake Industrial Park Addition (located on the west side of 24th Avenue S.E.).
9. December 13, 1989. Approval of the preliminary plat became null and void.
10. December 14, 2023. Planning Commission, on a vote of 8-0, recommended amending the NORMAN 2025 Land Use and Transportation Plan from Mixed Use Designation and Low Density Residential Designation to Mixed Use Designation and from Future Urban Service Area to Current Urban Service Area and removal from Special Planning Area 7 (SPA-7) for approximately 151 acres.
11. December 14, 2023. Planning Commission, on a vote of 8-0, recommended placing this property into the PUD, Planned Unit Development and removing it from I-1, Light Industrial District.
12. December 14, 2023. Planning Commission, on a vote of 8-0, recommended to City Council the closure of 24th Avenue S.E. right-of-way (full width).
13. December 14, 2023. Planning Commission, on a vote of 8-0 recommended to City Council that the preliminary plat for Liberty Point Addition, a Planned Unit Development be approved.
14. February 13, 2024. City Council adopted Resolution No. R-2324-83 amending the NORMAN 2025 Land Use and Transportation Plan from Mixed Use Designation and Low-Density Residential Designation to Mixed Use Designation and from Future Urban Service Area to Current Service Area and removal from Special Planning Area 7 (SPS-7).

15. February 13, 2024. City Council adopted Ordinance No. O-2324-33 placing this property in the PUD, Planned Unit Development District and removing it from I-1, Light Industrial District.
16. February 13, 2024. City Council adopted Ordinance No. O-2324-34 closing 66' of 24th Avenue S.E. Statutory Right-of-Way.
17. February 13, 2024. City Council approved the preliminary plat for Liberty Point Addition, a Planned Unit Development.
18. November 6, 2025. The Norman Board of Parks Commissioner is scheduled to consider the revised preliminary plat for Liberty Point Addition, a Planned Unit Development with regards to the proposed residential component. Results of that review will be presented separately.
19. November 13, 2025. The applicant has made a request to Planning Commission to amend the existing PUD, Planned Unit Development District.

IMPROVEMENT PROGRAM:

1. Fire Hydrants. Fire hydrants will be installed in accordance with approved plans. Their locations have been reviewed by the Fire Department. Additional fire hydrants will be required for the large tracts when a final site development plan is submitted with a final plat.
2. Permanent Markers. Permanent markers will be installed prior to filing of any final plat.
3. Sanitary Sewers. Sanitary sewer mains will be installed to serve this property in accordance with approved plans and City and State Department of Environmental Quality standards. This area will be served by an existing lift station. Utilities Department supports the sanitary sewer solution as long as the developer and City Council approve a Lift Station Agreement and Fee to be included on future utility bills for this development.
4. Sidewalks. Sidewalks will be constructed adjacent to Classen Boulevard, 24th Avenue S.E., Post Oak Road and interior public streets.
5. Storm Sewers. Storm water and appurtenant drainage structures will be installed in accordance with approved plans and City drainage standards. Runoff will be conveyed to privately-maintained detention facility located on the east property. A property owner association will be responsible for maintenance of the detention pond, common open area and public rights-of-way.
6. Streets. Classen Boulevard is existing as a Principal Urban Arterial street and part of the State Highway System (US Highway 77). Twenty-fourth Avenue S.E. is proposed to be relocated to the northern portion of the property and connect to

Classen Boulevard and constructed as a Minor Urban Arterial street. Post Oak Road will be constructed as a Minor Urban Arterial street. The proposed interior streets will be constructed in accordance with approved plans and City paving standards.

- 7. Water Main. Twelve-inch water mains will be installed adjacent to Classen Boulevard, Post Oak Road and interior streets. Water lines will serve the RV facility.

PUBLIC DEDICATIONS:

- 1. Easements. All required easements will be dedicated to the City on the final plat.
- 2. Rights-of-Way. All street rights-of-way will be dedicated to the City on the final plat.

SUPPLEMENTAL MATERIAL: Copies of a location map, revised preliminary site development plan and revised preliminary plat are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: The developer has proposed mixed uses for the property. The property consists of 151 acres. There are several commercial/office lots, apartments/duplexes and a large RV facility.

ACTION NEEDED: Recommend approval or disapproval of the revised preliminary plat for Liberty Point Addition, a Planned Unit Development to City Council.

ACTION

TAKEN:

Applicant: Wiggin Properties, LLC

Project Location: Generally located east of US Highway 77, south of east Cedar Lane, and north of Post Oak Road

Case Number: PD25-28

Time: 6:00 p.m.

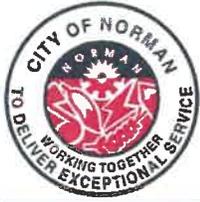
Applicant Representative:
Gunner Joyce

Attendees:
Erica Bird
John Nelson
Derrick Baungardner

City Staff:
Justin Fish, Planner I
Todd McClellan, Public Works
Beth Muckala, Assistant City Attorney

Application Summary:
The applicant submitted a request to amend the previously approved PUD, Planned Unit Development (O-2324-33). The requested amendment would increase the number of commercial structures on the site, including a new use and structures for multi-family residential. An amendment to the previously approved PUD Narrative and Site Development Plan is required for this change to occur.

Neighbor's Comments/Concerns/Responses:
The neighbors in attendance asked if a turn lane or traffic light would be included as part of this project to help with the traffic it will generate. The applicant representative explained to the neighbors that a Traffic Impact Analysis was conducted for this project, and if certain thresholds were met, a traffic light would need to be installed. The representative then added that as part of the plating process, street improvements must be made by the developer along the frontage of the project site. These improvements include the turn lane mentioned by the neighbors.



CITY OF NORMAN, OK
PLANNING COMMISSION MEETING - AMENDED
 Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
 Thursday, November 13, 2025 at 5:30 PM

MINUTES

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers at the Municipal Building, on Thursday, November 13, 2025 at 5:30 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.

Commissioner Bird called the meeting to order at 5:35 p.m.

ROLL CALL

PRESENT

Liz McKown
 Erica Bird
 Doug McClure*
 Jim Griffith
 Maria Kindel
 Kevan Parker
 Cameron Brewer**

*Arrived at 5:36 p.m.

**Arrived at 5:39 p.m.

ABSENT

Steven McDaniel
 Michael Jablonksi

STAFF PRESENT

Jane Hudson, Planning & Community Development Director
 Lora Hoggatt, Planning Services Manager
 Justin Fish, Planner I
 Logan Gray, Planner II
 Beth Muckala, Assistant City Attorney III
 Kathryn Walker, Assistant City Attorney IV
 Janita Hatley, Code Compliance Supervisor
 David Riesland, Transportation Engineer
 Todd McLellan, Development Engineer
 Brandon Brooks, Capital Projects Engineer
 Whitney Kline, Admin Tech IV
 Laci Witcher, Permit Technician

GUEST PRESENT

Rick Poland, 425 Chautauqua Ave., Norman, OK
 Caelie Winchester, 1228 Columbia Ct., Norman, OK
 Karlinda Gravel, 410 N. Ponca Ave., Norman, OK
 Steve Lemke, 1301 Burlwood Rd., Norman, OK
 Mary Elizabeth LeBlanc, 1630 Surrey Dr., Norman, OK
 Mike Bruehl, 1001 48th Ave NE, Norman, OK
 Bill Swain, 1501 Burlwood Rd., Norman, OK
 Sherylann Densow, 2925 Redwood Dr., Norman, OK
 John & Maggie Coffman, 725 Hoover St., Norman, OK
 Elaine Boyd, 500 Chautauqua Ave., Norman, OK
 Teresa & Trent Baggett, 511 Chautauqua Ave., Norman, OK
 David Harper, 444 Chautauqua Ave., Norman, OK
 Councilmember Robert Bruce, 209 Lion Dr., Norman, OK
 Brandon Nofire, 9801 E. Boyd St., Norman, OK

CONSENT ITEMS

This section is placed on the agenda so that the Planning Commission, by unanimous consent, may designate those items that they wish to approve by one motion. Any of these items may be removed from the Consent Docket and be heard in its regular order.

Commissioner Bird removed Item 2 from the consent docket due to an error in the title.

Minutes

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

PLANNING COMMISSION MEETING MINUTES OF OCTOBER 9, 2025.

ITEMS SUBMITTED FOR THE RECORD

1. October 9, 2025 Planning Commission Meeting Minutes

Motion made by Commissioner Kindel, Seconded by Commissioner McKown.

Voting Yea: Commissioner McClure, Commissioner McKown, Commissioner Bird, Commissioner Parker, Commissioner Griffith, Commissioner Kindel

October 9, 2025 Planning Commission Meeting Minutes were Approved.

Certificates of Survey

2. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF COS-2526-4 WITH A VARIANCE IN THE MINIMUM WIDTH REQUIREMENT MEASURED AT THE FRONT BUILDING SETBACK FROM 330' TO 229.92' FOR TRACTS 1 THROUGH 4, AND A VARIANCE IN THE TEN ACRES REQUIREMENTS FROM 10 ACRES TO 9.980 ACRES: CONSIDERATION OF NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY 25-NORMAN-40, LLC

(GOLDEN LAND SURVEYING) FOR BLANDFORD BLUFF FOR 39.947 ACRES OF PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF 96TH AVENUE N.E. AND ONE-QUARTER OF A MILE NORTH OF BETHEL ROAD. (WARD 5)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Blandford Bluff Certificate of Survey
3. Letter of Variance Request

Commissioner Bird noted there was an error in the title of COS-2526-4 that would be corrected in the motion.

Motion made by Commissioner Kindel with the title correction, Seconded by Commissioner Griffith.

Voting Yea: Commissioner McClure, Commissioner McKown, Commissioner Bird, Commissioner Parker, Commissioner Griffith, Commissioner Kindel

Planning Commission recommended approval of COS-2526-4 with the edit of 229.92' to 329.92' in the title.

NON-CONSENT ITEMS

1107 & 1111 Chautauqua Avenue Rezoning

3. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-14: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION SIX (6), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE-FAMILY DWELLING DISTRICT, AND PLACE SAME IN A SPUD, SIMPLE PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1107 & 1111 S. CHAUTAUQUA AVENUE; WARD 7)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Location Map
3. SPUD Narrative
4. Site Development Plan
5. Protest Map & Letters

Staff Presentation

Justin Fish, Planner I, presented staff report.

Commissioner McKown asked for clarification on the zoning to the north of the subject tract. Mr. Fish responded the property is zoned R-1, Single-Family Dwelling District.

Commissioner Brewer asked Mr. Fish to clarify what missing information prevented staff from including the other protest. Mr. Fish replied it was lack of verification of the signatures collected.

Applicant Presentation

Matt Peacock, representative of the applicant, presented the proposed development.

Commissioner Brewer sought to clarify the Zoning as R-1 but the Land Use as Urban Medium. Mr. Peacock confirmed the Zoning and Land Use. Also, noting nearby R-2 and R-3 parcels already contained more than 100 units. Further, he believes this project doesn't set a precedent but rather aligns with existing development.

Commissioner Brewer asked how many parking spaces were planned. Mr. Peacock responded they intend to provide 21 on-site parking spaces and are exploring off-site parking options with nearby churches and the University of Oklahoma. Although the search has been challenging, he believes they have a few promising leads.

Commissioner Kindle asked additional questions about off-site parking but noted the earlier discussion had addressed her concerns.

Public Comments

Maggie Coffman, 725 Hoover St., Norman, OK (protest)

Commissioner Kindel requested clarification on the "units per acre" definitions for Urban High and Urban Medium in the newly adopted AIM Norman Comprehensive Land Use Plan. Jane Hudson, Planning & Community Development Director, explained Urban High is defined as more than 12 units per acre.

Commissioner Brewer restated Commissioner Kindel's question about whether the project fits the Urban Medium designation. Commissioner Kindel explained her concern is the high number of units, which seems more consistent with Urban High, leading her to question whether the project truly reflects Medium-Density development.

Ms. Hudson explained AIM Norman defines Urban Medium as having gross densities greater than eight units per acre, with no upper density cap. She added higher density was expected in this area because it aligns with the plans intended goal.

Mr. Peacock stated they could reduce the project from 24 units to eight three-bedroom units. However, because the current design uses smaller bedrooms and smaller units, the overall impact is comparable to an eight-unit, three-bedroom project. For that reason, he believes the current proposal is not significantly different nor unreasonable.

Lora Hoggatt, Planning Services Manager, clarified Urban Medium zoning allows two-to-three story buildings, while Urban High zoning allows three to five story buildings.

David Harper, 444 Chautauqua Ave., Norman, OK (protest against the 3 unrelated)
Council Member Robert Bruce, 5209 Lyon Dr., Norman, OK (protest)

Commissioner Bird closed public comment and returned to Commission discussion.

Commissioner Brewer stated the project clearly complied with AIM Norman and voiced his support. He noted that neighbors had the opportunity to review and comment on land-use definitions before the plan was adopted. Commissioner Brewer added micro-units provide quieter, compatible housing that helps address the City's housing shortage. As a nearby resident, he acknowledged increased density near campus was inevitable and voiced support for retaining on-street parking for safety.

Commissioner Kindel said she appreciated many aspects of the project, especially the stand-alone micro-units but noted the overall unit count made the project function more like High Density rather than Urban Medium. She believed the first project in that area should be more moderately scaled to create a smoother transition between the zoning districts. While she saw strong potential, she believed this proposal exceeded the appropriate scale for Medium Density. Additionally, Commissioner Kindel added she wanted to avoid a rapid "land rush" creating conflict and prefers development that blends gradually rather than introducing abrupt changes.

Commissioner Brewer noted reducing unit counts could make projects financially unviable, leading to fewer amenities and larger bedrooms, which might disrupt neighborhoods. He emphasized a central challenge for the City is finding ways to incorporate higher unit densities while keeping projects feasible.

Motion made by Commissioner Griffith, Seconded by Commissioner McClure.

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown,
Commissioner Bird, Commissioner Parker, Commissioner Griffith

Voting Nay: Commissioner Kindel

Planning Commission recommended approval of Ordinance O-2526-14.

Massage Therapy Establishments Ordinance Amendment

4. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2526-16: AN ORDINANCE OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 20-109 TO ADD MASSAGE THERAPY ESTABLISHMENT TO THE FEE SCHEDULE FOR LICENSES; AMENDING SECTION 20-202 TO CLARIFY DEFINITION OF "ADULT ENTERTAINMENT BUSINESS"; ADDING DEFINITIONS AND LICENSURE REQUIREMENTS FOR "MASSAGE THERAPY ESTABLISHMENTS" TO CHAPTER 20; AND DELETING THE DEFINITION OF "MASSAGE PARLOR" AND SEXUAL ENCOUNTER CENTER" FROM SECTION

36-101 OF THE CODE OF THE CITY OF NORMAN, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Draft Ordinance

Staff/Applicant Presentation

Kathryn Walker, Assistance City Attorney IV, presented the staff report.

Commissioner Brewer asked whether any existing massage therapists in the City had been consulted on the ordinance amendment. Ms. Walker replied they had not met with any massage therapy establishments in Norman but had reviewed similar ordinances in Lawton, Moore, and Oklahoma City. Ms. Walker also stated she does not expect the ordinance change to negatively affect legitimate businesses. She added they will be in contact to inform massage therapists about the change taking effect on April 1, 2026.

Commissioner Bird requested clarification on the scope of the Commission's vote. Ms. Walker explained the item is before the Planning Commission because the ordinance removes two sub-definitions from the adult entertainment uses section of the Zoning Ordinance. Ms. Walker added a Council Meeting on this matter is to be scheduled December 2, 2025.

Commissioner Bird expressed concerns about adding language that could specifically affect licensed individuals. She also reiterated the Commission's role in this matter is limited to removing the explicit definitions from the adult entertainment section.

Commissioner Parker noted some of the language was very gender specific and suggested it be reviewed and addressed moving forward.

Commissioner Bird added while not directly part of the vote, the issue of appropriate clothing may warrant further consideration.

Public Comments

Mary Elizabeth LeBlanc, 1630 Surrey Dr., Norman, OK (protest)
Caelie Winchester, 1228 Columbia Ct., Norman, OK (protest)

Planning Commission Discussion

Commissioner Kindel supported removing massage parlors and sexual encounter centers from the ordinances but questioned adding new language since State law already applies. Ms. Walker explained new licensing rules allow police to access and close illegitimate establishments and pursue municipal charges, extending enforcement beyond zoning.

Commissioner Kindel suggested Ms. Walker meet with the two qualified individuals who attended the meeting to discuss ordinance language. Ms. Walker agreed, noting the second

reading will not go to Council until January 2026, allowing time to assemble a group to review possible modifications.

Commissioner McClure asked Ms. LeBlanc why she could not treat the piriformis muscle, noting from his experience as an athlete massage therapist this area was often treated. Ms. LeBlanc explained the ordinance bans work on the gluteal area, which includes the piriformis.

Commissioner Brewer explained he supports removing that language and noted any remaining language would be handled at the Council level.

Commissioner Parker expressed uncertainty about the regulations for different types of massage therapists, using Thai Body Work as an example, and suggested they may be less regulated than massage therapists.

Ms. LeBlanc agreed. Commissioner Parker urged them to include all types of therapists moving forward.

Motion made by Commissioner Brewer, Seconded by Commissioner McKown.

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Commissioner Bird, Commissioner Parker, Commissioner Griffith, Commissioner Kindel

Planning Commission recommended approval of Ordinance O-2526-16.

Liberty Point PUD Ordinance Amendment & Preliminary Plat

- 5. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-19: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE THE PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 15, TOWNSHIP 8 NORTH, RANGE 2 WEST AND THE EAST HALF (E/2) OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM A PUD, PLANNED UNIT DEVELOPMENT, AND PLACE SAME IN A PUD, PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (EAST OF US HIGHWAY 77, SOUTH OF E. CEDAR LANE, AND NORTH OF POST OAK ROAD; WARD 5).**

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Location Map
3. PUD Narrative
4. Revised Preliminary Site Development Plan
5. Revised Preliminary Plat
6. Green Space Exhibit

- 6. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2526-11: CONSIDERATION OF A PRELIMINARY**

PLAT SUBMITTED BY LIBERTY POINT LIMITED PARTNERSHIP (SMC CONSULTING ENGINEERS, P.C.) FOR LIBERTY POINT ADDITION, A PLANNED UNIT DEVELOPMENT, FOR 151 ACRES OF PROPERTY GENERALLY LOCATED EAST OF CLASSEN BOULEVARD (US HIGHWAY 77) ONE-HALF MILE SOUTH OF CEDAR LANE ROAD AND NORTH OF POST OAK ROAD. (WARD 5)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Location Map
3. Revised Preliminary Plat
4. Revised Preliminary Site Development Plan
5. Development Review Form
6. Pre-Development Summary

Staff Presentation

Justin Fish, Planner I, presented the staff report.

Applicant Presentation

Libby Smith, representative of the applicant, provided an overview of the project.

Commissioner Parker inquired about the single entrance/exit for the RV portion. Ms. Smith confirmed it remained unchanged from the original preliminary plat.

Public Comments

There were no public comments.

Planning Commission Discussion

Motion made by Commissioner McKown, Seconded by Commissioner Parker.

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Commissioner Bird, Commissioner Parker, Commissioner Griffith, Commissioner Kindel

Planning Commission recommended approval of Ordinance O-2526-19 & PP-2526-11.

Sterling Fields PUD Rezoning & Preliminary Plat

7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2526-83: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE AIM NORMAN COMPREHANSIVE LAND USE PLAN SO AS TO REMOVE A TRACT OF LAND LYING IN THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, FROM THE URBAN RESERVE

DESIGNATION AND URBAN LOW DESIGNATION AND PLACE THE SAME IN THE URBAN LOW DESIGNATION. (SOUTH SIDE OF E. ROBINSON BETWEEN 48TH AVENUE N.E. AND 58TH AVENUE N.E.; WARD 5)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
 2. AIM Norman Future Land Use Map
 3. AIM Norman Character Areas
 4. Pre-Development Summary
- 8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-20: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE A TRACT OF LAND LYING IN THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE SAME IN A PUD, PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (SOUTH SIDE OF E. ROBINSON BETWEEN 48TH AVENUE N.E. AND 58TH AVENUE N.E.; WARD 5)**

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
 2. Location Map
 3. PUD Narrative
 4. Preliminary Plat
 5. Greenspace Exhibit
 6. Bureau of Reclamation Letter
- 9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT PP-2526-12: CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY REBECCA BURKETT (GOLDEN LAND SURVEYING) FOR STERLING FIELDS FOR 59.33 ACRES OF PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF E. ROBINSON BETWEEN 48TH AVENUE N.E. AND 58TH AVENUE N.E. (WARD 5)**

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Location Map
3. Preliminary Plat
4. Greenspace Exhibit
5. Development Review Form
6. Pre-Development Summary
7. Protest Map & Letters

Staff Presentation

Lora Hoggatt, Planning Services Manager, presented the staff report.

Commissioner McKown asked if public utilities currently served the area. Ms. Hoggatt explained they do not and said she did not have a timeline for when utilities would be added. She also noted according to AIM Norman; it is the developer's responsibility to provide urban utilities for a plan to qualify as Urban Low.

Commissioner Bird noted the northern area was zoned Urban Low despite topography suggesting Urban Reserve and asked how AIM Norman mapped the parcels given recent community input. Ms. Hoggatt explained Garver based the designations on drainage basins and existing conditions. Ms. Hoggatt added many designations reflected current land use and redevelopment in this area is unlikely within the life of the plan.

Commissioner Parker noted the ¾-acre lots likely rely on private wells and septic systems and asked whether retaining the Urban Restricted-Low designation would allow the project to proceed without a Planned Unit Development (PUD). Ms. Hoggatt explained if the tract remained A-2, a PUD would still be required, and the lot sizes could only be reduced to a minimum of two acres. Commissioner Parker also commented that because preliminary highway alignments going through the middle of the property can not be considered, the project remains viable at this time.

Commissioner McKown asked how the proposed PUD density compares with the suggested density for Urban Low. Ms. Hoggatt explained Urban Low it is three-units per acre, while the proposed projects ranges from 1.5 and 2.6 units per acre, depending on whether an Accessory Dwelling Unit (ADU) is included. Commissioner McKown noted ADU's cannot be guaranteed on every lot, concluded the proposal is not consistent with the recommended density.

Commissioner McKown agreed with Commissioner Parker, noting that even though the request could be considered as a viable development project at this time, the zoning change being requested is permanent and could affect future use of the property.

Applicant Presentation

Sean Rieger, representative of the applicant, provided an overview of the project.

Public Comments

Bill Swain, 1501 Burlwood Rd., Norman, OK (protest)
 Mike Bruehl, 1001 48th Ave. NE., Norman, OK (protest)
 Steve Lemke, 1301 Burlwood Rd., Norman, OK (protest)
 Brandon Nofire, 9801 E. Boyd St., Norman, OK (protest)

Planning Commission Discussion

Commissioner Brewer noted that the boundary's "jut" is very intentional, reflecting careful planning, and appreciated input from the applicant and residents. He emphasized the Commission needed flexibility but cautioned against ignoring the AIM Norman Plan language for adjacent developments. Acknowledging the housing shortage, he noted the plan offers alternatives and stressed balancing density in walkable areas with preserving land near Thunderbird. He concluded the development might be appropriate in the future, but he could not support it at this time.

Commissioner McKown agreed with Commissioner Brewer, calling the presentation premature. She noted AIM Norman intentionally preserved rural character near Lake Thunderbird, cautioned 59 wells and septic systems could threaten the watershed, and concluded the plan was inappropriate at this time, though it might be suitable for the future.

Commissioner Kindel emphasized the community's commitment to watershed protection, noted septic system limitations, commenting 59 new systems could cause harm, and concluded she could not support the premature development.

Commissioner Bird noted the challenges of dividing the parcel and limiting street frontage, appreciated input from the audience and applicants, and highlighted potential runoff issues between residential and agricultural uses.

Motion to deny made by Commissioner Parker, Seconded by Commissioner Kindel.

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Commissioner Bird, Commissioner Parker, Commissioner Griffith, Commissioner Kindel

Planning Commission recommended denial of Resolution R-2526-83, Ordinance O-2526-20, & PP-2526-12.

765 Jenkins Avenue SPUD Rezoning

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-21: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS FORTY-EIGHT (48) AND FORTY-NINE (49), IN BLOCK FOUR (4), OF STATE UNIVERSITY ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM A SPUD, SIMPLE PLANNED UNIT DEVELOPMENT, AND PLACE SAME IN A SPUD, SIMPLE PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (765 JENKINS AVENUE; WARD 4)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Location Map
3. SPUD Narrative
4. Site Plan
5. Pre-Development Summary

Staff Presentation

Justin Fish, Planner I, presented the staff report.

Applicant Presentation

Sean Rieger, representative of the applicant, provided an overview of the project.

Commissioner Brewer asked whether this property is part of Center City Formed Base Code (CCFBC). Mr. Rieger replied it is not, though the area is intended to eventually be part of the CCFBC. Mr. Brewer further asked if the property was part of the area carved out for the Campus Corner area. Mr. Rieger confirmed that it was.

Public Comments

There were no public comments.

Planning Commission Discussion

Commissioner Bird noted the proposal appears similar to a previously approved project just the use is changing.

Motion made by Commissioner McKown, Seconded by Commissioner Kindel.

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Commissioner Bird, Commissioner Parker, Commissioner Griffith, Commissioner Kindel

Planning Commission recommended approval Ordinance O-2526-21.

Revise the Definitions for "Family" and "Dwelling Unit" Ordinance Amendment

11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-17: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-101 ("DEFINITIONS") OF ARTICLE 36-I ("ZONING IN GENERAL") WITHIN CHAPTER 36 ("ZONING") OF THE CODE OF THE CITY OF NORMAN TO REVISE THE DEFINITIONS FOR "FAMILY" AND "DWELLING UNIT"; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Draft Ordinance

Staff/Applicant Presentation

Lora Hoggatt, Planning Services Manager, presented the staff report.

Commissioner Brewer asked for clarification about the long-standing concern that the “three unrelated” occupancy is difficult to enforce. Janita Hatley, Code Compliance Supervisor, explained enforcement is mostly complaint driven and typically begins with a notice to the property owner. Many complaints, often anonymous, lack evidence and are closed after inspection.

Ms. Hatley noted landlords frequently show leases listing three or fewer occupants, limiting the City’s ability to prove violations. While the City can address issues such as parking, trash, and debris, confirming the number of occupants remains challenging. Property Maintenance Code could be used in extreme situations to ensure safety, but overall enforcement of the occupancy limit is difficult.

Commissioner Brewer asked for clarification of the one case that went to Municipal Court last year, including whether it was ruled in violation and what evidence supported the case. Ms. Hatley explained it involved a four- or five-bedroom house with an occupant in each bedroom. Neighbors submitted logs showing evidence there were five or six vehicles on the property. The case was resolved with fines issued to the property owner and the property was eventually sold. Ms. Hoggatt added removing the “three unrelated” rule would not change single-family zoning or allow multiple housing units. It would only allow more than three unrelated individuals to live together.

Public Comments

Karlinda Gravel, 410 N. Ponca Ave., Norman, OK (protest)
 Sherylann Densow, 2925 Redwood Dr., Norman, OK (protest)
 Elaine Boyd, 500 Chautauqua Ave., Norman, OK (protest)
 Councilmember Robert Bruce, 5209 Lyon Dr., Norman, OK (protest)
 Trent Baggett, 511 Chautauqua Ave., Norman, OK (protest)
 Rick Poland, 425 Chautauqua Ave., Norman, OK (protest)

Planning Commission Discussion

Commissioner Bird asked staff to explain the enforcement tools related to occupancy, including whether six people could legally share one bedroom and show how that could be enforced. Ms. Hoggatt stated the Property Maintenance Code requires 70 square feet for the first bedroom occupant and 50 square feet for each additional person, making extreme overcrowding unlikely. Ms. Hatley stated enforcement would still be complaint driven: staff would request interior access from the property owner, and if denied, they would consult legal counsel, though this scenario has never occurred. Ms. Hoggatt added occupancy limits are typically reviewed during the permitting process when structural changes are proposed.

Commissioner Bird also asked how fire codes apply to occupancy. Ms. Hatley clarified fire-code occupancy standards apply to commercial buildings, not residential homes.

Finally, Commissioner Bird asked about nuisance enforcement related to high occupancy. Ms. Hatley explained the existing tools include enforcing off-street parking requirements, violations for parking on grass or blocking sidewalks, trash and disposal violations, and general health and safety concerns. Police handle on-street parking concerns, noise complaints, and disturbance calls. Ms. Hatley noted lighting complaints are enforceable only for commercial properties, not residential areas.

Commissioner McKown asked whether the proposal removes the maximum number of occupants allowed. Staff responded that she was correct.

Commissioner Kindel asked whether the maximum occupancy would be replaced with a square footage requirement. Ms. Hoggatt responded it would not; occupancy would be regulated by other codes.

Beth Muckala, Assistant City Attorney III, explained the revision eliminates the requirement that occupants be related, noting families related by blood were never subject to a maximum occupancy.

Commissioner Bird asked whether surrounding communities in Oklahoma or elsewhere have similar ordinances requiring occupants to be non-related. Ms. Hatley stated other college towns showed such ordinances existed in the past but were difficult or impossible to enforce. Many cities either still on the books and they are not enforcing them or amended their definitions and ordinances.

Commissioner Brewer asked about the frequency of the occupancy range of six to eight people mentioned. Ms. Muckala clarified this number is anecdotal and not part of the ordinance. Ms. Hoggatt added State law limits group homes to six occupants, a requirement the City cannot alter. Ms. Muckala further explained the definition of a group home is set by State law, and the City has no authority over how the State enforces that law.

Commissioner Brewer read a written comment submitted from a neighbor who was unable to attend the meeting.

**** Break from 8:28 p.m. to 8:33 p.m.****

Commissioner Brewer noted although the ordinance was theoretically enforceable, it created significant neighborhood confusion and was difficult to prove, resulting in very few fines. He voiced support for removing the ordinance citing equity concerns and the City's housing shortage and stated the rule created unnecessary conflict without providing meaningful enforcement value.

Commissioner Parker expressed concern that removing the ordinance would eliminate a formal mechanism for neighbors to file complaints and questioned how future issues would be addressed without the ordinance.

Commissioner Brewer noted staff had outlined multiple existing avenues for neighbor complaints, including party and noise ordinances, parking violations, and police intervention. He

emphasized the importance of personal outreach and reporting issues to maintain compliance within the neighborhood.

Commissioner Bird noted federal definitions of “family” have changed since 1952, making the current ordinance outdated. She cited examples of young professionals cohabiting peacefully and stressed housing affordability and the need for flexible living arrangements. While supporting the removal of “familial restrictions”, she emphasized neighbors’ concerns such as parking, vehicles, and occupancy, still require equitable, enforceable solutions through code compliance or other means.

Motion made by Commissioner Griffith, Seconded by Commissioner Brewer.

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Commissioner Bird, Commissioner Griffith, Commissioner Kindel

Voting Nay: Commissioner Parker

Planning Commission recommended approval of Ordinance O-2526-17.

3400 Classen Boulevard Rezoning & Preliminary Plat

12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-18: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE A PART OF THE SOUTH HALF OF SECTION NINE (9), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT AND PLACE THE SAME IN THE C-2, GENERAL COMMERCIAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3400 CLASSEN BOULEVARD; WARD 7)

The applicant requests postponement to the December 11, 2025 Planning Commission meeting.

13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2526-10: CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY GREATEST HOPES, LLC (GOLDEN LAND SURVEYING) FOR 3400 CLASSEN BOULEVARD FOR 1.48 ACRES OF PROPERTY LOCATED AT 3400 CLASSEN BOULEVARD. (WARD 7)

The applicant requests postponement to the December 11, 2025 Planning Commission meeting.

Motion made by Commissioner Kindel, Seconded by Commissioner McKown.

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Commissioner Bird, Commissioner Parker, Commissioner Griffith, Commissioner Kindel

Ordinance O-2526-18 & PP-2526-10 was postponed.

Alpha Phi Sorority Special Use

14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-13: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR A SORORITY HOUSE IN THE R-3, MULTIFAMILY DWELLING DISTRICT FOR THE NE/4 OF SECTION 6, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1401 COLLEGE AVENUE; WARD 7)

The applicant requests postponement to the December 11, 2025 Planning Commission meeting.

Motion made by Commissioner Kindel, Seconded by Commissioner McKown.

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Commissioner Bird, Commissioner Parker, Commissioner Griffith, Commissioner Kindel

Ordinance O-2526-13 was postponed.

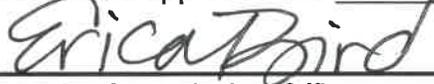
MISCELLANEOUS COMMENTS OF PLANNING COMMISSION AND STAFF

Karlinda Gravel, 410 N. Ponca Ave., Norman, OK
Sherylann Densow, 2425 Redwood Dr., Norman, OK

ADJOURNMENT

The meeting was adjourned at 8:52 p.m.

Passed and approved this 11 day of December 2025.



Planning Commission Officer

File Attachments for Item:

33. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-13 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR A FRATERNITY OR SORORITY HOUSE IN THE R-3, MULTIFAMILY DWELLING DISTRICT, FOR THE NE/4 OF SECTION 6, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1401 COLLEGE AVENUE; WARD 7)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/27/2026

REQUESTER: Alpha Phi Sorority

PRESENTER: Jane Hudson, Planning & Community Development Director

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-13 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR A FRATERNITY OR SORORITY HOUSE IN THE R-3, MULTIFAMILY DWELLING DISTRICT, FOR THE NE/4 OF SECTION 6, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1401 COLLEGE AVENUE; WARD 7)

APPLICANT/REPRESENTATIVE	Alpha Phi Sorority / Wallace Design Collective
LOCATION	1401 College Avenue
CORE AREA	Yes
EXISTING ZONING	R-3, Multifamily Dwelling District
EXISTING LAND USE	Urban Medium
CHARACTER AREA	None
PROPOSED ZONING	R-3, Multifamily Dwelling District, with Special Use for a Fraternity or Sorority
PROPOSED LAND USE	No change requested
REQUESTED ACTION	Rezoning from R-3, Multifamily Dwelling District, to R-3, Multifamily Dwelling District with Special Use for a Fraternity or Sorority

SUMMARY:

The applicant, Alpha Phi Sorority, is requesting rezoning from R-3, Multifamily Dwelling District, to R-3, Multifamily Dwelling District, with Special Use for a Fraternity or Sorority House. The proposed scope of work includes interior renovations, exterior façade improvements, a front and rear addition, realignment of the primary building entrance, and a reconfiguration expansion of the circular driveway to allow additional parking near the entrance.

EXISTING CONDITIONS:

SIZE OF SITE: 2.30 Acres

SURROUNDING PROPERTIES

	Subject Property	North	East	South	West
Zoning	R-3	R-3	R-3	R-3	RM-6
Land Use	Urban Medium	Urban Medium	Urban Medium	Urban Medium	Urban Medium
Current Use	Sorority	Fraternity	Fraternity	Sorority	Fraternity

EXISTING ZONING DESIGNATION

R-3, Multifamily Dwelling District

The R-3, Multifamily Dwelling District, is intended to provide opportunities for a variety of residential housing types at moderate to high densities, including single-family homes, duplexes, and apartment buildings. The district serves to support a diverse housing stock while encouraging compact, efficient residential development in areas with appropriate infrastructure and services.

LAND USE DESIGNATION

Urban Medium

Fairly compact, walkable pattern of moderate urban development with variety in housing types. Allowances for commercial and recreational activities designed for community-wide access. Moderate to low building spacing and separation of uses, with pockets of mixed-use development.

- Medium-intensity strives for more residential than non-residential uses at compatible densities and scales, with opportunities for more intense master planned developments.
- Gross densities in any single development should be greater than 8 units per acre.

CHARACTER AREA DESIGNATION

No Character Area Designation

No Character Area was assigned to this area under the AIM Norman Comprehensive Plan.

NEAREST PUBLIC PARK

Reeves Park is approximately 3/4 of a mile from this facility off Jenkins Avenue, which can be accessed via sidewalk through the University of Oklahoma Campus.

PROCEDURAL REQUIREMENTS:**PRE-DEVELOPMENT: PD-25-24****September 25, 2025**

No neighbors attended this meeting.

BOARD OF PARKS COMMISSIONERS:

The subject property is recognized as a legal tract and does not require platting. As the project does not include any new residential development and does not require a trail easement, it is not subject to review by the Board of Parks Commissioners.

REVIEW COMMENTS SECTION

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

CITY DEPARTMENTS

Fire Department
 Building Permitting Review
 Public Works/Engineering
 Transportation Engineer
 Planning
 Utilities

COMMENTS BY DEPARTMENT**FIRE DEPARTMENT**

Fire codes will be addressed at the building permit stage.

BUILDING REVIEW

Building codes and accessible parking spaces will be reviewed at the building permit stage.

PUBLIC WORKS/ENGINEERING

The proposal has no subdivision requirements or placement of utilities; Engineering has no comments.

TRANSPORTATION ENGINEER*

The Transportation Engineer stated there are no traffic concerns with this proposal.

PLANNING**ZONING CODE CONSIDERATIONS****Purpose – R-3, Multifamily Dwelling District**

The R-3, Multifamily Dwelling District, is intended to provide opportunities for a variety of residential housing types at moderate to high densities, including single-family homes, duplexes, and apartment buildings. The district serves to support a diverse housing stock while

encouraging compact, efficient residential development in areas with appropriate infrastructure and services.

*The applicant is requesting Special Use for an existing sorority house to allow for the expansion of the building and the parking area. The proposed zoning is **consistent** with the uses in the R-3, Multifamily Dwelling District, and compatible with the surrounding uses, as the area is mostly comprised of sorority and fraternity houses.*

Uses Permitted

- The applicant intends for the property to continue use, as the Alpha Phi Sorority residential living quarters. The request for Special Use is prompted by a proposed building and parking expansion. All other R-3 uses will be allowed on the site.

*The use is **consistent** with and compatible with the surrounding uses, as the area is predominantly occupied by sorority and fraternity houses.*

Area Regulations

- Front yard. The minimum depth of the front yard shall be 25 feet.
- Side yard. The minimum width of the side yard shall be five feet.
- Rear yard. The minimum depth of the rear yard shall be 20 feet. One-story unattached buildings of accessory use with a ten-foot wall height shall be set back one foot from the utility easement or alley line.
- Lot width. There shall be a minimum lot width of 50 feet at the building line for single-family and two-family dwellings, and ten feet additional width for each additional family occupying the structure; such lot shall abut on a street not less than 35 feet.
- Intensity of use.
 - There shall be a lot area of not less than 5,000 square feet for a single-family dwelling, and 7,000 square feet for a two-family dwelling or a single-family dwelling and a garage apartment on the same lot.
 - There shall be a lot area of not less than 9,000 square feet for apartment houses, and 3,000 square feet additional area for each dwelling unit more than three on the lot.
 - When a lot of less area than herein required, either in existence on the effective date of the ordinance from which this section derived, July 13, 1954, or by subdivision complying with NCC 30-605 having all boundary lines touching lands under other ownership, that lot may be used only for the uses permitted in R-1, Single Family Dwelling District.
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 - The driveway is needed to access a garage for three or more cars.
 - The driveway is part of a circular driveway that includes a landscaped separation from the sidewalk; or
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*The proposed project is **consistent** with the R-3 area regulations. This is an existing structure with a proposed addition to the front and rear as shown with a dashed line on the site plan. The proposed additions will remain in compliance with the applicable zoning regulations.*

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- Except, as provided in NCC 36-546, no buildings shall exceed three stories in height.
- Any accessory building exceeding 12 feet in height shall have the required side and rear yard setbacks increased by one foot for each additional foot of height above 12 feet; provided, however, that no accessory building shall exceed the height of the principal building to which it is accessor.

*The proposed project is an existing three-story structure and is **consistent** with the current R-3 Height Regulations.*

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- Landscaping shall be provided and maintained in accordance with the City of Norman's applicable landscaping regulations, Section 36-551, Landscaping Requirements for Off-Street Parking Facilities, which may be amended from time to time.

*The proposed project is **consistent** with the landscaping requirements. The site plan shows a landscaped median between the circular driveway and the street. Existing landscaping on the remainder of the site will remain the same.*

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

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- Signs on the property will comply with the applicable Medium-Density Residential Requirements in Chapter 28, Sign Regulations, which may be amended from time to time.

*The proposed project is **consistent**, as the proposal shows a new sign to be installed near the entrance off College Avenue, located on the landscape island. The proposed signage will be addressed with a sign permit application at the time of building permit.*

COMPREHENSIVE PLAN CONSIDERATIONS

Character Area Policies

General Policies

Residential Policies

- New residential development should blend with existing housing, incorporating tools such as buffering requirements and right-sized public spaces as defined in land use categories.

- Accommodate a variety of housing styles, sizes, densities, and price points to suit diverse housing needs.
- New residential developments should use a variety of techniques to avoid the appearance of identical homes, increasing vibrancy and diversity in the built environment.

*The proposed project is **consistent** with existing conditions, as the surrounding properties are predominantly sorority and fraternity houses.*

No Character Area Designation

No Character Area was assigned to this property under the AIM Norman Comprehensive Plan.

Land Use Development Policies

Urban Medium

- Fairly compact, walkable pattern of moderate urban development with variety in housing types. Allowances for commercial and recreational activities designed for community-wide access.
- Moderate to low building spacing and separation of uses, with pockets of mixed-use development.
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- Mostly small-scale; 2- and 3-story buildings are common. Developments may go up to 4 stories when located along an arterial street.
- A variety of housing types including small-lot single-unit detached, duplex, townhomes, triplex, quadplex, and appropriately scaled multi-unit buildings create cohesive neighborhoods.
 - Higher intensity multi-unit residential housing would be allowed when parcels are located along and with direct access to an arterial street.
- Architectural and design choices (i.e. front porches, visibility of the front door on the primary structure, avoidance of garage door more prominent than front doors) reinforce the built environment and enhance the area's character and history.
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- The scale and layout of the built environment are conducive to walking.
- Parking is secondary to the movement of people and visibility of destinations.
- Layout of the streets and arrangement of lots should be thoughtfully considered with regards to transitioning between neighboring properties and uses and takes precedence over individual lot design.

- Street trees should form a continuous urban canopy over public areas and rights-of-way.

*The proposed project is **consistent**, as most of the parking is located behind the building. Pedestrian movement is at the front of the property making it the primary mode for movement of people to the structure.*

Transportation

- A highly connected multi-modal network is required to support the current and future needs of these important areas. Improving access for pedestrians and bicyclists will be a priority, including modernizing multi-modal infrastructure.

*The proposed project is **consistent**, as there are existing sidewalks and walkways to the site and structure. The installation of a walkway on private property is proposed to connect to the existing public sidewalk. No public improvements are planned.*

Utility Access

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

*The proposed project is **consistent** with the Utility Access Policy as the project currently connects to existing utilities.*

Public Space

- This UM Land Use supports a variety of public spaces including parks of various sizes, regional trails, and walking paths.

*The proposed project is **consistent**, as it provides existing sidewalks with established pedestrian connections to adjacent public spaces, supporting broader circulation and accessibility goals.*

Neighborhood and/or Special Area Plans

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

A.6. UTILITIES

AIM NORMAN PLAN CONFORMANCE

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

SOLID WASTE MANAGEMENT

Proposed project meets requirements for City streets and provides access for solid waste services.

WATER/WASTEWATER AVAILABILITY

- **Water Availability**

Adequate capacity within the water system exists to serve the existing project.

- **Wastewater Availability**

Adequate capacity within the wastewater system exists to serve the existing project.

ALTERNATIVES/ISSUES:

IMPACTS: The proposed building and parking expansion are compatible with the surrounding area, which is predominantly composed of fraternities and sororities.

The proposed project is consistent with AIM Norman by promoting pedestrian connectivity through an internal private walkway that links directly to the public sidewalk network. The proposed entrance realignment, façade improvements, along with a private walkway will reinforce the built environment.

CONCLUSION: Staff forwards this request for rezoning from R-3, Multifamily Dwelling District, to R-3, Multifamily Dwelling District, with Special Use for a Fraternity or Sorority and Ordinance O-2526-13, for consideration by City Council.

PLANNING COMMISSION RESULTS: At their meeting of December 11, 2025, the Planning Commission recommended approval of Ordinance O-2526-13 by a vote of 6-0.

O-2526-13

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR A FRATERNITY OR SORORITY HOUSE IN THE R-3, MULTIFAMILY DWELLING DISTRICT, FOR THE NE/4 OF SECTION 6, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1401 COLLEGE AVENUE; WARD 7)

§ 1. WHEREAS, Alpha Phi Sorority has made application to have Special Use for a Fraternity or Sorority House on the property described below in the R-3, Multifamily Dwelling District; 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 December 11, 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 the Code of the City of Norman, Oklahoma, is hereby amended so as to grant Special Use for a Fraternity or Sorority House in the R-3, Multifamily Dwelling District, for the following described property, to wit:

A PART OF THE NE/4 OF SECTION 6, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT 2007.36 FEET WEST AND 1585.00 FEET SOUTH OF THE NE/COR OF THE NE/4;
THENCE WEST 280.20 FEET;
THENCE SOUTH 336.92 FEET;

THENCE EAST 280.20;
THENCE NORTH 336.92 FEET TO THE POINT OF BEGINNING.

- § 5. Further, pursuant to the provisions of Section 36-560 of the Code of the City of Norman, as amended, the following conditions are hereby attached to the zoning of the tract:
- a. The site shall be developed in accordance with the Site Plan, and supporting documentation, which are made a part hereof.
- § 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

ADOPTED this _____ day of _____, 2026.

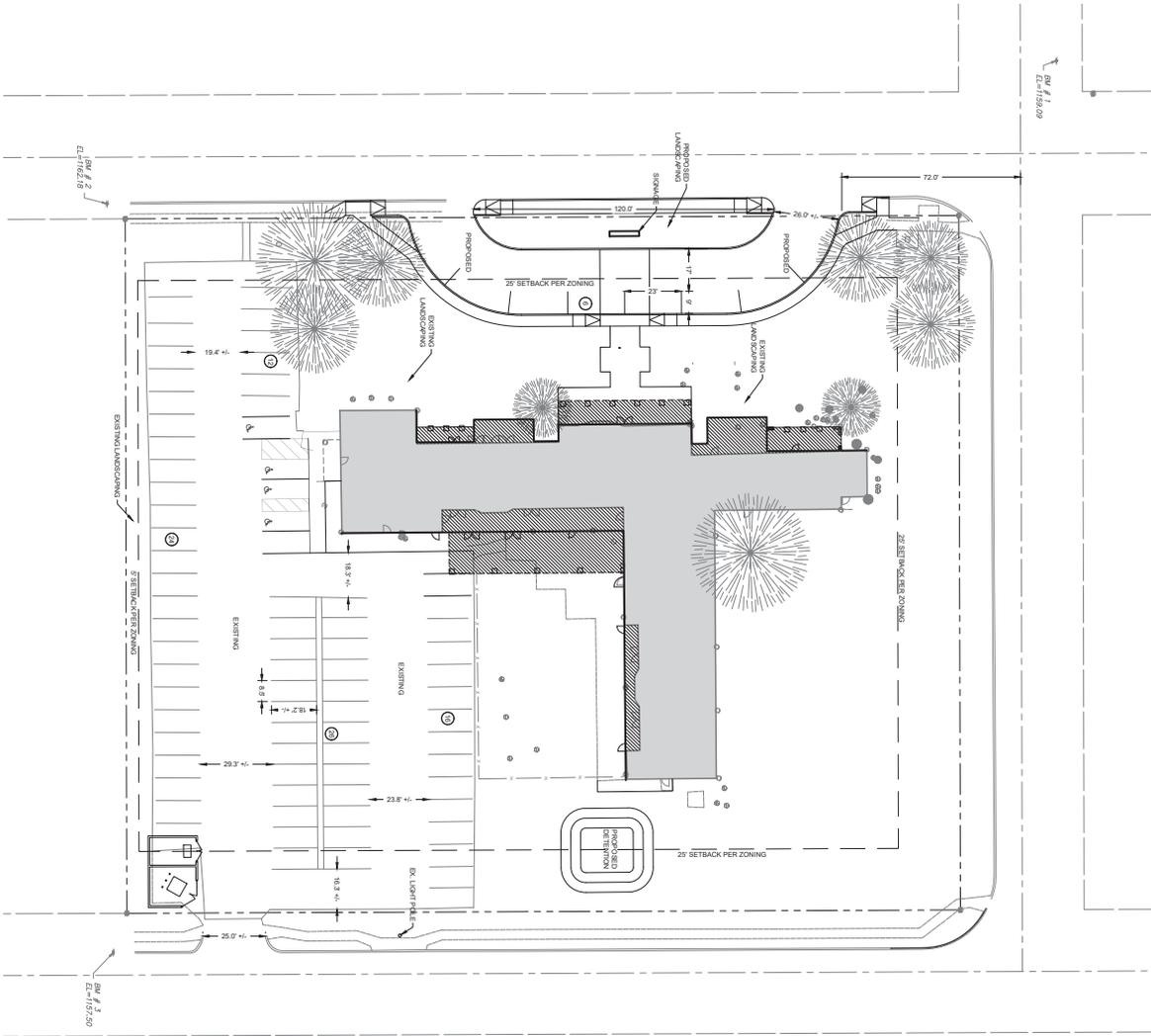
NOT ADOPTED this _____ day of _____, 2026.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)



BL # 1
E1-1159.09

BL # 2
E1-1162.8

BL # 3
E1-1172.50



PARKING SUMMARY	
REQUIRED PARKING	84
EXISTING PROVIDED PARKING	73
PROPOSED PROVIDED PARKING	11
TOTAL PROVIDED PARKING	84



CAUTION
THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE DRAWINGS ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY DATA. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CALL THE LOCAL UTILITY LOCATOR TO REQUEST EXACT FIELD LOCATION OF THE UTILITIES.

**SPECIAL USE
SITE PLAN**

PROJECT NAME: OU ALPHA PHI - RENOVATION & ADDITION
SITE LOCATION: 1401 COLLEGE AVENUE, NORMAN, OK 73072

DATE: 9/8/2023
DRAWN BY: GH2 ARCHITECTS
CHECKED BY: GH2 ARCHITECTS

GH2 ARCHITECTS

OU ALPHA PHI - RENOVATION & ADDITION
1401 COLLEGE AVENUE, NORMAN, OK 73072

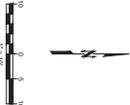
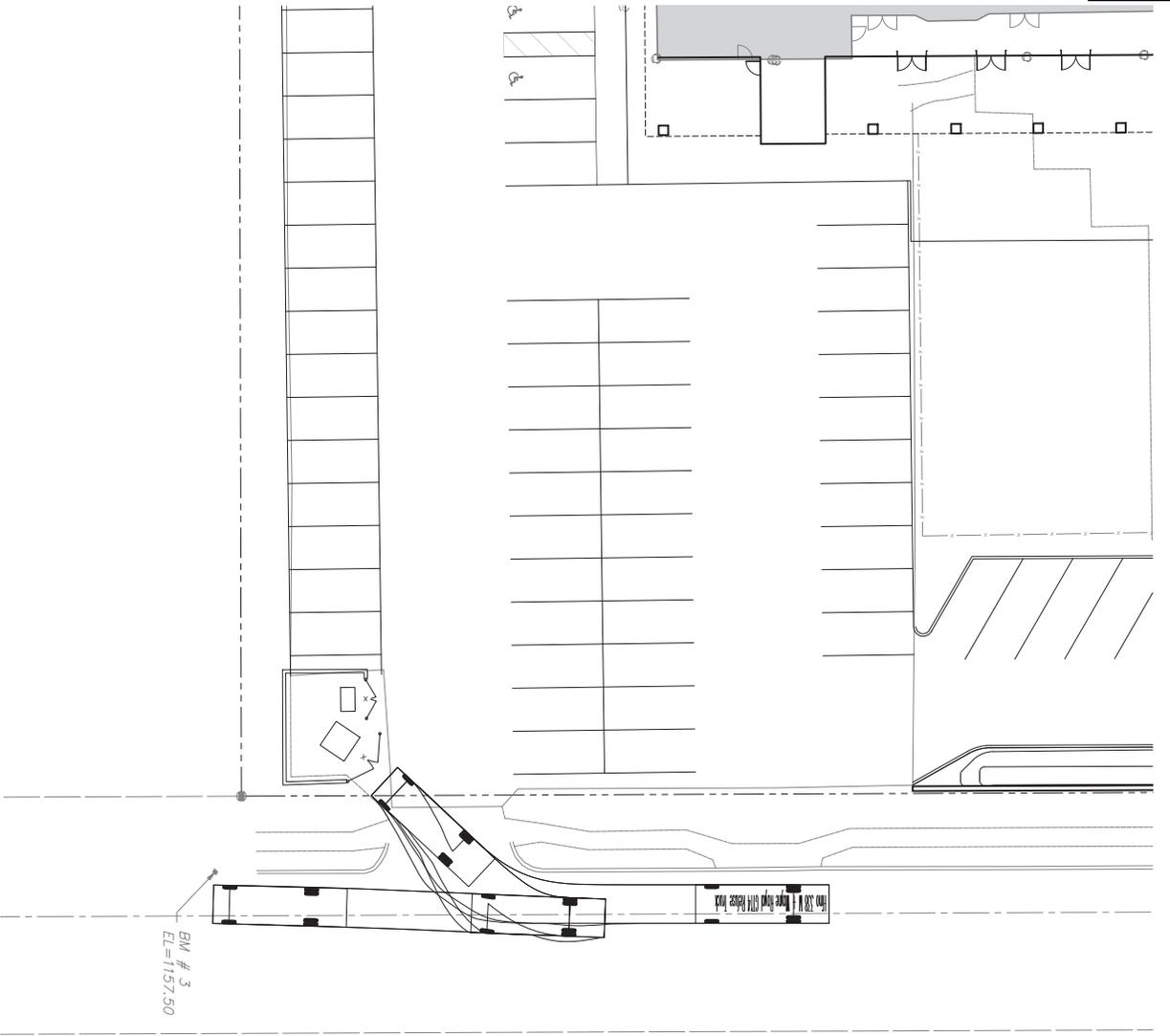
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WJDOE
DESIGN
CONSULTING

1401 COLLEGE AVENUE, SUITE 100
NORMAN, OKLAHOMA 73072
TEL: 405.325.1234
WWW.WJDOE.COM

INTERIM REVIEW ONLY
THIS DOCUMENT IS FOR REVIEW ONLY.
IT IS NOT TO BE USED FOR CONSTRUCTION.
NO GUARANTEE IS MADE FOR THIS REVIEW.
Z02023-2333794

GH2 ARCHITECTS
842



CAUTION
 THE CONTRACTOR IS SPECIFICALLY CAUTIONED THE LOCATION AND ELEVATION OF EXISTING UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATIONS OF UTILITIES PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR THE LOCATION AND ELEVATION OF UTILITIES TO BE INSTALLED IN ACCORDANCE WITH THE DESIGN.

OU ALPHA PHI - RENOVATION & ADDITION
 1401 COLLEGE AVENUE, NORMAN, OK 73072

EX-1
 VEHICLE TRACKING EXHIBIT

GH2 ARCHITECTS

20250023
 9/8/2025
 VEHICLE TRACKING EXHIBIT DOCUMENTS
 GH2 ARCHITECTS



INTERIM REVIEW ONLY
 THESE DOCUMENTS ARE PRELIMINARY AND NOT FOR CONSTRUCTION. THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF UTILITIES PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR THE LOCATION AND ELEVATION OF UTILITIES TO BE INSTALLED IN ACCORDANCE WITH THE DESIGN.



EX-1
 VEHICLE TRACKING EXHIBIT



OU ALPHA PHI RENOVATIONS

July © 2025 GH2 Architects, LLC



Applicant: Alpha Phi Sorority

Project Location: 1400 College Avenue

Case Number: PD25-24

Time: 5:30 p.m.

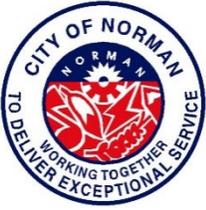
Applicant Representative:
Colton Wayman

Attendees:
No neighbors were in attendance

City Staff:
Kelly Abell, Planner I

Application Summary:
The applicant is requesting rezoning from R-3 Multifamily Dwelling District to R-3 Multifamily Dwelling District with a Special Use to allow for a fraternity or sorority. The proposal includes interior renovations to an existing sorority house, expansion of the rear parking area, and exterior improvements to realign the property's entrance. The property is currently a legal non-conforming use and has not previously been granted a Special Use, which is required both for operating as a sorority or fraternity and for the proposed parking expansion.

Neighbors' Comments/Concerns/Responses:
No neighbors attended this meeting.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/11/2025

REQUESTER: Alpha Phi Sorority

PRESENTER: Kelly Abell, Planner I

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-13: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR A FRATERNITY OR SORORITY HOUSE IN THE R-3, MULTIFAMILY DWELLING DISTRICT, FOR THE NE/4 OF SECTION 6, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1401 COLLEGE AVENUE; WARD 7)

APPLICANT/REPRESENTATIVE	Alpha Phi Sorority / Wallace Design Collective
LOCATION	1401 College Avenue
CORE AREA	Yes
EXISTING ZONING	R-3, Multifamily Dwelling District
EXISTING LAND USE	Urban Medium
CHARACTER AREA	None
PROPOSED ZONING	R-3, Multifamily Dwelling District, with Special Use for a Fraternity or Sorority
PROPOSED LAND USE	No change requested
REQUESTED ACTION	Rezoning from R-3, Multifamily Dwelling District, to R-3, Multifamily Dwelling District with Special Use for a Fraternity or Sorority

SUMMARY:

The applicant, Alpha Phi Sorority, is requesting rezoning from R-3, Multifamily Dwelling District, to R-3, Multifamily Dwelling District, with Special Use for a Fraternity or Sorority House. The proposed scope of work includes interior renovations, exterior façade improvements, a front and rear addition, realignment of the primary building entrance, and a reconfiguration expansion of the circular driveway to allow additional parking near the entrance.

EXISTING CONDITIONS:

SIZE OF SITE: 2.30 Acres

SURROUNDING PROPERTIES

	Subject Property	North	East	South	West
Zoning	R-3	R-3	R-3	R-3	RM-6
Land Use	Urban Medium	Urban Medium	Urban Medium	Urban Medium	Urban Medium
Current Use	Sorority	Fraternity	Fraternity	Sorority	Fraternity

EXISTING ZONING DESIGNATION

R-3, Multifamily Dwelling District

The R-3, Multifamily Dwelling District, is intended to provide opportunities for a variety of residential housing types at moderate to high densities, including single-family homes, duplexes, and apartment buildings. The district serves to support a diverse housing stock while encouraging compact, efficient residential development in areas with appropriate infrastructure and services.

LAND USE DESIGNATION

Urban Medium

Fairly compact, walkable pattern of moderate urban development with variety in housing types. Allowances for commercial and recreational activities designed for community-wide access. Moderate to low building spacing and separation of uses, with pockets of mixed-use development.

- Medium-intensity strives for more residential than non-residential uses at compatible densities and scales, with opportunities for more intense master planned developments.
- Gross densities in any single development should be greater than 8 units per acre.

CHARACTER AREA DESIGNATION

No Character Area Designation

No Character Area was assigned to this area under the AIM Norman Comprehensive Plan.

NEAREST PUBLIC PARK

Reeves Park is approximately 3/4 of a mile from this facility off Jenkins Avenue, which can be accessed via sidewalk through the University of Oklahoma Campus.

PROCEDURAL REQUIREMENTS:**PRE-DEVELOPMENT: PD-25-24****September 25, 2025**

No neighbors attended this meeting.

BOARD OF PARKS COMMISSIONERS:

The subject property is recognized as a legal tract and does not require platting. As the project does not include any new residential development and does not require a trail easement, it is not subject to review by the Board of Parks Commissioners.

REVIEW COMMENTS SECTION

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

CITY DEPARTMENTS

Fire Department
 Building Permitting Review
 Public Works/Engineering
 Transportation Engineer
 Planning
 Utilities

COMMENTS BY DEPARTMENT**FIRE DEPARTMENT**

Fire codes will be addressed at the building permit stage.

BUILDING REVIEW

Building codes and accessible parking spaces will be reviewed at the building permit stage.

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The proposal has no subdivision requirements or placement of utilities; Engineering has no comments.

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General Policies

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Public Space

- This UM Land Use supports a variety of public spaces including parks of various sizes, regional trails, and walking paths.

*The proposed project is **consistent**, as it provides existing sidewalks with established pedestrian connections to adjacent public spaces, supporting broader circulation and accessibility goals.*

Neighborhood and/or Special Area Plans

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

A.6. UTILITIES

AIM NORMAN PLAN CONFORMANCE

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

SOLID WASTE MANAGEMENT

Proposed project meets requirements for City streets and provides access for solid waste services.

WATER/WASTEWATER AVAILABILITY

- **Water Availability**

Adequate capacity within the water system exists to serve the existing project.

- **Wastewater Availability**

Adequate capacity within the wastewater system exists to serve the existing project.

ALTERNATIVES/ISSUES:

IMPACTS: The proposed building and parking expansion are compatible with the surrounding area, which is predominantly composed of fraternities and sororities.

The proposed project is consistent with AIM Norman by promoting pedestrian connectivity through an internal private walkway that links directly to the public sidewalk network. The proposed entrance realignment, façade improvements, along with a private walkway will reinforce the built environment.

CONCLUSION: Staff forwards this request for rezoning from R-3, Multifamily Dwelling District, to R-3, Multifamily Dwelling District, with Special Use for a Fraternity or Sorority and Ordinance O-2526-13, for consideration by Planning Commission.

SAME IN THE C-2, GENERAL COMMERCIAL DISTRICT, OF SAID CITY; A PROVIDING FOR THE SEVERABILITY THEREOF. (809, 813, 817 26TH AVENUE N.W.; WARD 2)

The applicant requested postponement to the January 8, 2026 Planning Commission meeting.

Motion made by Commissioner Jablonski, Seconded by Commissioner McKown.

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Commissioner Bird, Commissioner Jablonski, Commissioner McDaniel

Ordinance O-2526-27 was postponed to the January 8, 2026 Planning Commission meeting.

Alpha Phi Sorority Special Use

3. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-13: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR A FRATERNITY OR SORORITY HOUSE IN THE R-3, MULTIFAMILY DWELLING DISTRICT, FOR THE NE/4 OF SECTION 6, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1401 COLLEGE AVENUE; WARD 7)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Location Map
3. Site Plan
4. Vehicle Tracking Exhibit
5. Building Renderings
6. Pre-Development Summary

Staff Presentation

Lora Hoggatt, Planning Services Manager, presented the staff report.

Applicant Presentation

Colton Wayman, representative of the applicant, provided an overview of the project.

Public Comments

There were no public comments.

Planning Commission Discussion

Motion made by Commissioner McDaniel, Seconded by Commissioner McKown.

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Commissioner Bird, Commissioner Jablonski, Commissioner McDaniel

Planning Commission recommended approval of Ordinance O-2526-13.

3400 Classen Boulevard Rezoning & Preliminary Plat

4. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-18: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE A PART OF THE SOUTH HALF OF SECTION NINE (9), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE THE SAME IN THE C-2, GENERAL COMMERCIAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3400 CLASSEN BOULEVARD; WARD 7)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Location Map
3. Preliminary Plat
4. Site Plan

5. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2526-10: CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY GREATEST HOPES, LLC (GOLDEN LAND SURVEYING) FOR 3400 CLASSEN BOULEVARD FOR 1.48 ACRES OF PROPERTY LOCATED AT 3400 CLASSEN BOULEVARD. (WARD 7)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Location Map
3. Preliminary Plat
4. Site Plan
5. Development Review Form
6. Pre-Development Summary
7. Protest Map & Letter

Staff Presentation

Lora Hoggatt, Planning Services Manager, presented the staff report.

Commissioner Jablonski stated that there are elements of the proposal that are inconsistent with the Urban Living Center designation and asked what consistency would look like. Jane Hudson, Planning & Community Development Director, responded that the Urban Living Center designation is intended to encourage more mixed-use development with both residential and non-residential uses, and noted that the proposal is straight C-2 zoning.

Commissioner Brewer asked what qualifies the installation of a new traffic signal and whether it is a design consideration or a matter of having sufficient traffic impact fees collected. David Riesland, Transportation Engineer, explained that the decision is not based on the amount of impact fees collected, but on whether traffic volumes are high enough to warrant a signal.

File Attachments for Item:

34. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2526-16 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 20-109 AND APPENDIX A TO ADD MASSAGE THERAPY AND BODYWORK SERVICES ESTABLISHMENT TO THE FEE SCHEDULE FOR LICENSES; AMENDING SECTION 20-202 TO CLARIFY DEFINITION OF “ADULT ENTERTAINMENT BUSINESS”; ADDING DEFINITIONS AND LICENSURE REQUIREMENTS FOR “MASSAGE THERAPY AND BODYWORK SERVICES ESTABLISHMENTS” TO CHAPTER 20; AND DELETING THE DEFINITION OF “MASSAGE PARLOR” AND SEXUAL ENCOUNTER CENTER” FROM SECTION 36-101 OF THE CODE OF THE CITY OF NORMAN, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (CITY)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/27/2026

REQUESTER: Norman Police Department

PRESENTER: Kathryn Walker, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2526-16 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 20-109 AND APPENDIX A TO ADD MASSAGE THERAPY AND BODYWORK SERVICES ESTABLISHMENT TO THE FEE SCHEDULE FOR LICENSES; AMENDING SECTION 20-202 TO CLARIFY DEFINITION OF “ADULT ENTERTAINMENT BUSINESS”; ADDING DEFINITIONS AND LICENSURE REQUIREMENTS FOR “MASSAGE THERAPY AND BODYWORK SERVICES ESTABLISHMENTS” TO CHAPTER 20; AND DELETING THE DEFINITION OF “MASSAGE PARLOR” AND SEXUAL ENCOUNTER CENTER” FROM SECTION 36-101 OF THE CODE OF THE CITY OF NORMAN, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (CITY)

BACKGROUND:

The Massage Therapy Practice Act (the “Act”) was adopted by the Oklahoma Legislature in 2016 and established standards and licensure requirements for massage therapists operating in Oklahoma. Under the Act as adopted in 2016, cities were only permitted to regulate zoning and occupation license fees. Senate Bill 644 was adopted during the 2025 session and amended the Act to ensure it does not affect zoning or licensing requirements that may be enacted by cities.

In recent years, Norman Police have noticed an uptick in establishments locating in Norman that purport to be massage therapy establishments but are instead cover for prostitution, trafficking and other activities. With Senate Bill 644, the City can now implement licensing requirements for massage therapy establishments that will help the police and customers know whether a business purporting to be a massage therapy establishment is legitimate. It also provides additional tools to the police for enforcement to address illegal activity.

In reviewing the City’s existing code, it was noted that the zoning ordinance currently allows special uses to be granted for certain adult entertainment uses. The definition of “adult entertainment uses” has not been updated since the 1980’s and includes massage parlors and sexual encounter centers, both of which, as defined, include payment of consideration or gratuity

for certain sexual contact. This runs afoul of 21 O.S. §1029 and §1030, which defines and criminalizes prostitution. Council discussed the proposed ordinance changes at its Study Session on December 2, 2025.

DISCUSSION:

Ordinance 2526-16 establishes a new business license for Massage Therapy Establishments and sets forth requirements for such establishments, aimed at ensuring a safe environment for patrons and therapists of such establishments. Beginning April 1, 2026, consistent with other occupational licenses in Norman, all massage therapy establishments will be required to be licensed. Licenses will not be issued if the applicant has a particular criminal background, has made any false or misleading statements in its application, or has had a license denied, revoked or suspended in other cities in the previous 5 years.

Massage therapy establishments must meet certain requirements to receive, retain or renew a license, including standards related to sanitation, prices, operating hours, advertising, required clothing, and employment of only licensed massage therapists for therapy services. Professional conduct is defined in the ordinance and certain behaviors are prohibited.

Finally, Ordinance O-2526-16 amends Section 36-101 of the zoning ordinance to eliminate “massage parlors” and “sexual encounter centers” from the definition of “adult entertainment uses”, which are currently allowed in certain zoning districts with the grant of a special use. Staff have confirmed there are no outstanding special uses granted for these activities.

RECOMMENDATION:

Planning Commission reviewed the Ordinance as it amends Section 36-101 of the zoning ordinance and recommended adoption of the Ordinance by a vote of 7-0 at its November 2025 meeting. Staff recommends approval of the ordinance on Second and Final Reading.

AN ORDINANCE OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 20-109 AND APPENDIX A TO ADD MASSAGE THERAPY AND BODYWORK SERVICES ESTABLISHMENT TO THE FEE SCHEDULE FOR LICENSES; AMENDING SECTION 20-202 TO CLARIFY DEFINITION OF “ADULT ENTERTAINMENT BUSINESS”; ADDING DEFINITIONS AND LICENSURE REQUIREMENTS FOR “MASSAGE THERAPY AND BODYWORK SERVICES ESTABLISHMENTS” TO CHAPTER 20; AND DELETING THE DEFINITION OF “MASSAGE PARLOR” AND SEXUAL ENCOUNTER CENTER” FROM SECTION 36-101 OF THE CODE OF THE CITY OF NORMAN, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

- § 1. WHEREAS, massage therapy establishments are currently unregulated by the State of Oklahoma; and
- § 2. WHEREAS, Senate Bill 644 was adopted during the 2025 Oklahoma Legislative session and allows cities to establish licenses for business locations offering massage therapy; and
- § 3. WHEREAS, while there are many legitimate massage therapy establishments in Norman, there are also establishments that use massage therapy as a cover for prostitution, trafficking and other illegal activities; and
- § 4. WHEREAS, requiring licenses for these establishments will enable the City and customers to determine which establishments are legitimate and which may be used for criminal activity.

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

- § 5. That, Section 20-109 of the Code of the City of Norman, Oklahoma be amended as follows:

20-109 Fee Schedules for Licenses and Permits and Occupational Taxes

* * * *

(u) Massage therapy or bodywork services establishments, per year.

- § 6. That, Section 20-202 of the Code of the City of Norman, Oklahoma be amended as follows:

20-202 Definitions

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.

Adult entertainment business means such uses as are defined in NCC 36-101.

§ 7. That, Article 20-XXXIII be added to the Code of the City of Norman, Oklahoma as follows:

ARTICLE 20-XXXIII MASSAGE THERAPY ESTABLISHMENTS

§ 8. That, Section 20-3301 be added to the Code of the City of Norman, Oklahoma as follows:

20-3301 Definitions

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.

Bodywork Services means any service offered for compensation or gratuity involving manipulation, pressure, or movement of the human body, including, but not limited to, reflexology, acupressure, Thai bodywork, shiatsu, or similar modalities, regardless of whether a state practitioner license is required.

Employee means any person at least 18 years of age, other than a massage therapist, who renders any service in connection with the operation of a massage business and receives compensation, from the manager of the business or patrons, but has no physical contact with the customer.

Genital areas means the genitals, pubic area, anus, or perineum of any person, or the vulva or breasts of a person identifying as a female.

Licensee means the person to whom a license or permit has been issued to own, operate or manage a massage therapy establishment or to engage in massage therapy.

Manager means the person owning, controlling, conducting, operating or managing a massage therapy establishment, but shall not include the massage therapist, as defined in this section.

Massage therapy means the skillful treatment of the soft tissues of the human body. Massage is designed to promote general relaxation, improve movement, relieve somatic and muscular pain or dysfunction, stress and muscle tension, provide for general health enhancement, personal growth, education and the organization, balance and integration of the human body and includes but is not limited to: (1) the use of touch, pressure, friction, stroking, gliding, percussion, kneading, movement, positioning, holding, range of motion and nonspecific stretching within the normal anatomical range of movement, and vibration by manual or mechanical means with or without the use of massage devices that mimic or enhance manual measures, and (2) the external application of ice, heat and cold packs for thermal therapy, water, lubricants, abrasives and external application of herbal or topical preparations not classified as prescription drugs.

Massage therapy or bodywork establishment means any establishment having a source of income or compensation derived from the practice of massage therapy or bodywork services as defined in this section and which has a fixed place of business.

Massage therapist means an individual who practices massage or massage therapy and is licensed under the Massage Therapy Practice Act. A massage therapist uses visual,

kinesthetic, and palpatory skills to assess the body and may evaluate a condition to the extent of determining whether a massage is indicated or contraindicated.

Off-site massage service means any business, the functioning of which is to engage in or carry on massage therapy or bodywork services as defined in this section at a location designated by the patron or at a location other than at a massage therapy or bodywork services establishment. Off-site massage service may include seated massage.

Patron means any person, client or customer at least 18 years of age, or if under 18 years of age with written parental or legal guardian consent, who receives a massage or bodywork services under such circumstances that it is reasonably expected that he will pay money or give any other consideration therefor.

Person means any individual, partnership, firm, association, joint stock company, corporation or combination of individuals of whatever form or character.

Seated massage means any massage of the human body while the recipient is seated, including massage and related techniques performed on clothed clients.

Sexual misconduct means any criminal conviction, either misdemeanor or felony, within the city, the state or any other state for the crime of rape, child molestation, prostitution, acts of lewdness or any crime where the convicted person is required to register as a sex offender under the statutes of the state.

§ 9. That, Section 20-3302 be added to the Code of the City of Norman, Oklahoma as follows:

20-3302 License Required

Beginning April 1, 2026, no person shall own, control, lease, act as agent for, conduct, operate, or manage a massage therapy establishment without first securing a license and paying the fee therefor. A separate license shall be required for each place of business.

§10. That, Section 20-3303 be added to the Code of the City of Norman, Oklahoma as follows:

20-3303 Issuance of License

No license shall be issued to a massage therapy or bodywork services establishment if:

(a) The applicant, if an individual; or any of the stockholders holding more than ten percent of the stock of the corporation, any of the officers and directors, if the applicant is a corporation; or any of the partners, including limited partners, if the applicant is a partnership; or the manager or other person principally in charge of the operation of the business, have been convicted of any of the following offenses within 5 years preceding the date of the application for license, provided the applicant has not had subsequent felony convictions of any nature:

(1) An offense involving the use of force and violence upon the person of another that amounts to a felony;

(2) An offense involving sexual misconduct as defined in section 20-3301; or

- (3) An offense involving narcotics, dangerous drugs or dangerous weapons that amounts to a felony.
 - (b) The applicant has knowingly made any false, misleading, or fraudulent statement of fact in the application or in any document required by the city in conjunction therewith.
 - (c) The applicant has had a massage establishment, bodywork services, massage therapist or other similar permit or license denied, revoked, or suspended by the city or any other state or local agency within five years prior to the date of the application.
 - (d) The applicant, if an individual; or any of the officers and directors, if the applicant is a corporation; or any of the partners, including limited partners, if the applicant is a partnership; and the manager or other person principally in charge of the operation of the business, is not at least 18 years of age.
- §11. That, Section 20-3304 be added to the Code of the City of Norman, Oklahoma as follows:

20-3304 Exemptions

The provisions of this chapter shall not apply to the following while they are engaged in the personal performance of the duties of their respective professions:

- (a) Physicians, surgeons, chiropractors, osteopaths, or physical therapists who are duly licensed to practice their respective professions in the State of Oklahoma;
 - (b) Nurses who are registered under the laws of the State of Oklahoma;
 - (c) Barbers and beauticians who are duly licensed under the laws of the State of Oklahoma, except that this exemption shall apply solely to the massaging of the neck, face, scalp and hair; or manicurists or pedicurists and shall apply solely to the massaging of the hands or feet of the patron for cosmetic or beautifying purposes;
 - (d) The giving of massages by a licensee or students currently enrolled in an educational course or program, the purpose of which is to obtain a degree or certification to perform massages, offered by an employer for the benefit of its employees, including, but not limited to, an employer's health benefit or wellness program when offered to employees only, and only during the duration of the employer sanctioned event; and
 - (e) Students practicing internships at an Oklahoma licensed massage school under the direct supervision of a qualified instructor.
- §12. That, Section 20-3305 be added to the Code of the City of Norman, Oklahoma as follows:

20-3305 Requirements for Massage Therapy and Bodywork Services Establishments.

The following requirements must be met on an ongoing basis in order to receive, retain, or renew a Massage Therapy or Bodywork Services Establishment License. Failure to meet

these requirements may result in license revocation or criminal prosecution as provided herein.

- (a) Sanitation Generally. Every place where massage or bodywork services are being conducted, including appliances and apparatus, shall be kept clean and operated in a sanitary condition. All client contact items and work areas must be cleaned and disinfected between client sessions.

- (b) Posting Of Prices. Price rates for massage or bodywork services, including seated massage and off-site services, shall be prominently displayed in a physical location available to all prospective customers or on the establishment's website. If prices vary based on the types of treatment provided, such posting shall so indicate.

- (c) Employee Register. The licensee or person designated by the licensee of a massage therapy or bodywork services establishment shall maintain a register of all persons employed at any time as massage therapists or bodywork service providers and copies of their licenses issued by the State Board of Cosmetology and Barbering, as applicable. Such register shall be posted at the massage or bodywork services establishment at all times.

- (d) Records Required.
 - (1) Every massage or bodywork services establishment shall maintain the confidentiality of client information at all times and not disclose the client's identity or other information unless release of information is:
 - i. Consented to in writing by the client,
 - ii. Required for the purpose of immediate treatment of the client by a third party; or
 - iii. Otherwise required by law.

 - (2) Every massage or bodywork services establishment shall maintain an appointment book in which shall be entered the name of each and every patron, the time, date and place of service and the service provided. Such records shall be maintained for at least three (3) years from the date of service.

 - (3) A licensee shall dispose of client records in a secure manner that prevents disclosure of personal information.

 - (4) Consent Form. Every massage or bodywork services establishment shall obtain written consent from all clients prior to receiving treatment. In the case of a minor seeking treatment, written consent shall be obtained from a parent or legal guardian. In the case of treatment provided by a student, such consent shall explicitly include consent to treatment by a student.

- (e) Employment Of Massage Therapists. No person shall employ someone as a massage therapist unless the employee has obtained and has in effect a license issued by the State Board of Cosmetology and Barbering.
- (f) Contagious Diseases. All massage therapy or bodywork services establishments shall observe universal precautions published by the Centers for Disease Control in the event of exposure to blood or bodily fluids.
- (g) Required Dress. All employees of a massage or bodywork services establishment shall be clean, fully clothed, and professional in dress and appearance.
- (h) Sheets And Towels. All places where massage or bodywork services are being conducted shall have clean laundered sheets and towels in sufficient quantity and which shall be laundered after each use thereof and stored in a sanitary manner.
- (i) Operating Hours. No massage or bodywork services establishment or off-site service shall be kept open or provide massaging between the hours of 10:00 p.m. and 8:00 a.m. unless such hours have been provided to and approved by the City Clerk's office as part of the establishment license.
- (j) Advertising. No massage or bodywork services establishment shall place, publish or distribute, or cause to be placed, published or distributed, any advertisement, picture, or statement which is known, or through the exercise of reasonable care should be known, to be false, deceptive or misleading in order to induce any person to purchase or utilize any professional massage or bodywork services. Any advertisement of a massage therapy or bodywork services establishment shall contain the license number of said establishment.
- (k) Persons Under 18 Prohibited On Premises. No person shall permit any person under the age of 18 years to come or remain on the premises of any massage or bodywork services establishment as a massage therapist, employee, patron, or in any other capacity without parental/legal guardian presence or written consent, unless such person is on the premises on lawful business.
- (l) Alcoholic Beverages. No person shall sell, give, dispense, provide or keep, or cause to be sold, given, dispensed, provided or kept, any alcoholic beverage as defined in 37A O.S. § 1-103 on the premises of any massage or bodywork services establishment or place where massage or bodywork services are being conducted without first obtaining a license from the State Alcoholic Beverage Laws Enforcement Commission. If a license is obtained, the requirements set forth in the Oklahoma Alcoholic Beverage Control Act (37A O.S. §1-101 et seq.) must be followed at all times.
- (m) Professional Conduct.
- (1) Any person providing massage or bodywork services, shall not place his or her hands upon, to touch with any part of his or her body, to fondle in any manner, or to massage, a genital area of any other person unless the treatment is related

to a documented medical condition, the provider has specialized training for such treatment, and consent from the patron has been obtained for such treatment . The breasts of a client who identifies as a female shall only be massaged if the service provider has training in techniques related to therapeutic treatment of mammary tissue and the client has provided consent in writing for the specific treatment.

- (2) Any person, in a massage or bodywork services establishment, conducting a massage or other bodywork services, shall not expose his or her buttocks or genital areas, or any portion thereof, to any other person. Any person, conducting a massage or bodywork services shall not to expose the genital areas, or any portions thereof, of any other person.
 - (3) Any person providing massage or bodywork services shall use appropriate draping to protect the client's privacy. When a client remains dressed for a seated massage or sports massage, draping is not required.
 - (4) No person owning, operating or managing a massage or bodywork services establishment, shall knowingly cause, allow or permit in or about such massage or bodywork services establishment, any agent, employee, or any other person under his control or supervision to perform such acts prohibited in subsection (1), (2) or (3) of this section.
- (n) Requirements For Cubicles, Booths, Etc. It shall be unlawful for any massage or bodywork service, other than a fully clothed seated massage, to be carried on within any cubicle, room, booth, or any area which is fitted with a door capable of being locked. Nothing contained herein shall be construed to forbid the locking of external doors during business hours, eliminate other requirements of statute or ordinance concerning the maintenance of premises, nor to preclude authorized inspection thereof, whenever such inspection is deemed necessary by the police or county health departments.
- (o) No person shall reside, inhabit or otherwise sleep overnight at a massage therapy or bodywork services establishment.
- (p) Treatment Of Diseased Persons. No person providing massage therapy or bodywork services shall provide such services when the surface to be treated has open cuts, lesions or signs of infection.

§13. That, Section 36-101 of the Code of the City of Norman, Oklahoma be amended as follows:

36-101 Definitions

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:

* * * *

Adult entertainment uses.

- (a) *Adult amusement or entertainment* means amusement or entertainment which is distinguished or characterized by an emphasis on acts or material depicting, describing or relating to sexual conduct or specified anatomical areas, as defined herein, including, but not limited to, topless or bottomless dancers, exotic dancers, strippers, male or female impersonators or similar entertainment.
- (b) *Adult bookstore* means an establishment having as a significant portion of its stock in trade books, film, magazines, and other periodicals which are distinguished or characterized by an emphasis on depicting or describing sexual conduct or specified anatomical areas.
- (c) *Adult mini motion picture theater* means an enclosed building with a capacity of less than 50 persons used for presenting material distinguished or characterized by an emphasis on depicting or describing sexual conduct or specified anatomical areas.
- (d) *Adult motel* means a motel wherein material is presented, as part of the motel services, via closed circuit television or otherwise, which is distinguished or characterized by an emphasis on depicting or describing sexual conduct or specified anatomical areas.
- (e) *Adult motion picture arcade* means any place at which slug-operated or electronically, electrically- or mechanically-controlled, still or motion picture machines, projectors or other image-producing devices are maintained to show images to five or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by an emphasis on depicting or describing sexual conduct or specified anatomical areas.
- (f) *Adult motion picture theater* means an enclosed building with a capacity of 50 or more persons used for presenting material distinguished or characterized by an emphasis on depicting or describing sexual conduct or specified anatomical areas.

* * * *

§14. That, Appendix A of the Code of the City of Norman shall be amended as follows:

* * * *

Chapter 20 – Licenses and Occupations

* * * *

(t) Short-term rentals:

License Fee: \$150.00

Inspection Fee: \$ 50.00

(u) Massage Therapy or Bodywork Services Establishments:

License Fee: \$ 50.00

Renewal Fee: \$ 25.00

* * * *

§ 15. 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 _____, 2026.

NOT ADOPTED this _____ day of _____, 2026.

Mayor Stephen T. Holman

Mayor Stephen T. Holman

ATTEST:

City Clerk

AN ORDINANCE OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 20-109 AND APPENDIX A TO ADD MASSAGE THERAPY AND BODYWORK SERVICES ESTABLISHMENT TO THE FEE SCHEDULE FOR LICENSES; AMENDING SECTION 20-202 TO CLARIFY DEFINITION OF “ADULT ENTERTAINMENT BUSINESS”; ADDING DEFINITIONS AND LICENSURE REQUIREMENTS FOR “MASSAGE THERAPY AND BODYWORK SERVICES ESTABLISHMENTS” TO CHAPTER 20; AND DELETING THE DEFINITION OF “MASSAGE PARLOR” AND SEXUAL ENCOUNTER CENTER” FROM SECTION 36-101 OF THE CODE OF THE CITY OF NORMAN, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

- § 1. WHEREAS, massage therapy establishments are currently unregulated by the State of Oklahoma; and
- §2. WHEREAS, Senate Bill 644 was adopted during the 2025 Oklahoma Legislative session and allows cities to establish licenses for business locations offering massage therapy; and
- § 3. WHEREAS, while there are many legitimate massage therapy establishments in Norman, there are also establishments that use massage therapy as a cover for prostitution, trafficking and other illegal activities; and
- § 4. WHEREAS, requiring licenses for these establishments will enable the City and customers to determine which establishments are legitimate and which may be used for criminal activity.

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

- § 5. That, Section 20-109 of the Code of the City of Norman, Oklahoma be amended as follows:

20-109 Fee Schedules for Licenses and Permits and Occupational Taxes

* * * *

(u) Massage therapy or bodywork services establishments, per year.

- § 6. That, Section 20-202 of the Code of the City of Norman, Oklahoma be amended as follows:

20-202 Definitions

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.

Adult entertainment business means such uses as are defined in ~~Ordinance No. O-8788-8 and subsequent amendments to~~ NCC 36-101.

§ 7. That, Article 20-XXXIII be added to the Code of the City of Norman, Oklahoma as follows:

ARTICLE 20-XXXIII MASSAGE THERAPY ESTABLISHMENTS

§ 8. That, Section 20-3301 be added to the Code of the City of Norman, Oklahoma as follows:

20-3301 Definitions

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.

Bodywork Services means any service offered for compensation or gratuity involving manipulation, pressure, or movement of the human body, including, but not limited to, reflexology, acupressure, Thai bodywork, shiatsu, or similar modalities, regardless of whether a state practitioner license is required.

Employee means any person at least 18 years of age, other than a massage therapist, who renders any service in connection with the operation of a massage business and receives compensation, from the manager of the business or patrons, but has no physical contact with the customer.

Genital areas means the genitals, pubic area, anus, or perineum of any person, or the vulva or breasts of a person identifying as a female.

Licensee means the person to whom a license or permit has been issued to own, operate or manage a massage therapy establishment or to engage in massage therapy.

Manager means the person owning, controlling, conducting, operating or managing a massage therapy establishment, but shall not include the massage therapist, as defined in this section.

Massage therapy means the skillful treatment of the soft tissues of the human body. Massage is designed to promote general relaxation, improve movement, relieve somatic and muscular pain or dysfunction, stress and muscle tension, provide for general health enhancement, personal growth, education and the organization, balance and integration of the human body and includes but is not limited to: (1) the use of touch, pressure, friction, stroking, gliding, percussion, kneading, movement, positioning, holding, range of motion and nonspecific stretching within the normal anatomical range of movement, and vibration by manual or mechanical means with or without the use of massage devices that mimic or enhance manual measures, and (2) the external application of ice, heat and cold packs for thermal therapy, water, lubricants, abrasives and external application of herbal or topical preparations not classified as prescription drugs.

Massage therapy or bodywork establishment means any establishment having a source of income or compensation derived from the practice of massage therapy or bodywork services as defined in this section and which has a fixed place of business.

Massage therapist means an individual who practices massage or massage therapy and is licensed under the Massage Therapy Practice Act. A massage therapist uses visual, kinesthetic, and palpatory skills to assess the body and may evaluate a condition to the extent of determining whether a massage is indicated or contraindicated.

Off-site massage service means any business, the functioning of which is to engage in or carry on massage therapy or bodywork services as defined in this section at a location designated by the patron or at a location other than at a massage therapy or bodywork services establishment. Off-site massage service may include seated massage.

Patron means any person, client or customer at least 18 years of age, or if under 18 years of age with written parental or legal guardian consent, who receives a massage or bodywork services under such circumstances that it is reasonably expected that he will pay money or give any other consideration therefor.

Person means any individual, partnership, firm, association, joint stock company, corporation or combination of individuals of whatever form or character.

Seated massage means any massage of the human body while the recipient is seated, including massage and related techniques performed on clothed clients.

Sexual misconduct means any criminal conviction, either misdemeanor or felony, within the city, the state or any other state for the crime of rape, child molestation, prostitution, acts of lewdness or any crime where the convicted person is required to register as a sex offender under the statutes of the state.

§ 9. That, Section 20-3302 be added to the Code of the City of Norman, Oklahoma as follows:

20-3302 License Required

Beginning April 1, 2026, no person shall own, control, lease, act as agent for, conduct, operate, or manage a massage therapy establishment without first securing a license and paying the fee therefor. A separate license shall be required for each place of business.

§10. That, Section 20-3303 be added to the Code of the City of Norman, Oklahoma as follows:

20-3303 Issuance of License

No license shall be issued to a massage therapy or bodywork services establishment if:

(a) The applicant, if an individual; or any of the stockholders holding more than ten percent of the stock of the corporation, any of the officers and directors, if the applicant is a corporation; or any of the partners, including limited partners, if the applicant is a partnership; or the manager or other person principally in charge of the operation of the business, have been convicted of any of the following offenses within 5 years preceding the date of the application for license, provided the applicant has not had subsequent felony convictions of any nature:

(1) An offense involving the use of force and violence upon the person of another that amounts to a felony;

- (2) An offense involving sexual misconduct as defined in section 20-3301; or
 - (3) An offense involving narcotics, dangerous drugs or dangerous weapons that amounts to a felony.
 - (b) The applicant has knowingly made any false, misleading, or fraudulent statement of fact in the application or in any document required by the city in conjunction therewith.
 - (c) The applicant has had a massage establishment, bodywork services, massage therapist or other similar permit or license denied, revoked, or suspended by the city or any other state or local agency within five years prior to the date of the application.
 - (d) The applicant, if an individual; or any of the officers and directors, if the applicant is a corporation; or any of the partners, including limited partners, if the applicant is a partnership; and the manager or other person principally in charge of the operation of the business, is not at least 18 years of age.
- §11. That, Section 20-3304 be added to the Code of the City of Norman, Oklahoma as follows:

20-3304 Exemptions

The provisions of this chapter shall not apply to the following while they are engaged in the personal performance of the duties of their respective professions:

- (a) Physicians, surgeons, chiropractors, osteopaths, or physical therapists who are duly licensed to practice their respective professions in the State of Oklahoma;
 - (b) Nurses who are registered under the laws of the State of Oklahoma;
 - (c) Barbers and beauticians who are duly licensed under the laws of the State of Oklahoma, except that this exemption shall apply solely to the massaging of the neck, face, scalp and hair; or manicurists or pedicurists and shall apply solely to the massaging of the hands or feet of the patron for cosmetic or beautifying purposes;
 - (d) The giving of massages by a licensee or students currently enrolled in an educational course or program, the purpose of which is to obtain a degree or certification to perform massages, offered by an employer for the benefit of its employees, including, but not limited to, an employer's health benefit or wellness program when offered to employees only, and only during the duration of the employer sanctioned event; and
 - (e) Students practicing internships at an Oklahoma licensed massage school under the direct supervision of a qualified instructor.
- §12. That, Section 20-3305 be added to the Code of the City of Norman, Oklahoma as follows:
- 20-3305 Requirements for Massage Therapy and Bodywork Services Establishments.**

The following requirements must be met on an ongoing basis in order to receive, retain, or renew a Massage Therapy or Bodywork Services Establishment License. Failure to meet these requirements may result in license revocation or criminal prosecution as provided herein.

- (a) Sanitation Generally. Every place where massage or bodywork services are being conducted, including appliances and apparatus, shall be kept clean and operated in a sanitary condition. All client contact items and work areas must be cleaned and disinfected between client sessions.
- (b) Posting Of Prices. Price rates for massage or bodywork services, including seated massage and off-site services, shall be prominently displayed in a physical location available to all prospective customers or on the establishment's website. If prices vary based on the types of treatment provided, such posting shall so indicate.
- (c) Employee Register. The licensee or person designated by the licensee of a massage therapy or bodywork services establishment shall maintain a register of all persons employed at any time as massage therapists or bodywork service providers and copies of their licenses issued by the State Board of Cosmetology and Barbering, as applicable. Such register shall be posted at the massage or bodywork services establishment at all times.
- (d) Records Required.
 - (1) Every massage or bodywork services establishment shall maintain the confidentiality of client information at all times and not disclose the client's identity or other information unless release of information is:
 - i. Consented to in writing by the client,
 - ii. Required for the purpose of immediate treatment of the client by a third party; or
 - iii. Otherwise required by law.
 - (2) Every massage or bodywork services establishment shall maintain an appointment book in which shall be entered the name of each and every patron, the time, date and place of service and the service provided. Such records shall be maintained for at least three (3) years from the date of service.
 - (3) A licensee shall dispose of client records in a secure manner that prevents disclosure of personal information.
 - (4) Consent Form. Every massage or bodywork services establishment shall obtain written consent from all clients prior to receiving treatment. In the case of a minor seeking treatment, written consent shall be obtained from a parent or legal guardian. In the case of treatment provided by a student, such consent shall explicitly include consent to treatment by a student.

- (e) Employment Of Massage Therapists. No person shall employ someone as a massage therapist unless the employee has obtained and has in effect a license issued by the State Board of Cosmetology and Barbering.
- (f) Contagious Diseases. All massage therapy or bodywork services establishments shall observe universal precautions published by the Centers for Disease Control in the event of exposure to blood or bodily fluids.
- (g) Required Dress. All employees of a massage or bodywork services establishment shall be clean, fully clothed, and professional in dress and appearance.
- (h) Sheets And Towels. All places where massage or bodywork services are being conducted shall have clean laundered sheets and towels in sufficient quantity and which shall be laundered after each use thereof and stored in a sanitary manner.
- (i) Operating Hours. No massage or bodywork services establishment or off-site service shall be kept open or provide massaging between the hours of 10:00 p.m. and 8:00 a.m. unless such hours have been provided to and approved by the City Clerk's office as part of the establishment license.
- (j) Advertising. No massage or bodywork services establishment shall place, publish or distribute, or cause to be placed, published or distributed, any advertisement, picture, or statement which is known, or through the exercise of reasonable care should be known, to be false, deceptive or misleading in order to induce any person to purchase or utilize any professional massage or bodywork services. Any advertisement of a massage therapy or bodywork services establishment shall contain the license number of said establishment.
- (k) Persons Under 18 Prohibited On Premises. No person shall permit any person under the age of 18 years to come or remain on the premises of any massage or bodywork services establishment as a massage therapist, employee, patron, or in any other capacity without parental/legal guardian presence or written consent, unless such person is on the premises on lawful business.
- (l) Alcoholic Beverages. No person shall sell, give, dispense, provide or keep, or cause to be sold, given, dispensed, provided or kept, any alcoholic beverage as defined in 37A O.S. § 1-103 on the premises of any massage or bodywork services establishment or place where massage or bodywork services are being conducted without first obtaining a license from the State Alcoholic Beverage Laws Enforcement Commission. If a license is obtained, the requirements set forth in the Oklahoma Alcoholic Beverage Control Act (37A O.S. §1-101 et seq.) must be followed at all times.
- (m) Professional Conduct.
- (1) Any person providing massage or bodywork services, shall not place his or her hands upon, to touch with any part of his or her body, to fondle in any manner, or to massage, a genital area of any other person unless the treatment is related

to a documented medical condition, the provider has specialized training for such treatment, and consent from the patron has been obtained for such treatment . The breasts of a client who identifies as a female shall only be massaged if the service provider has training in techniques related to therapeutic treatment of mammary tissue and the client has provided consent in writing for the specific treatment.

- (2) Any person, in a massage or bodywork services establishment, conducting a massage or other bodywork services, shall not expose his or her buttocks or genital areas, or any portion thereof, to any other person. Any person, conducting a massage or bodywork services shall not to expose the genital areas, or any portions thereof, of any other person.
- (3) Any person providing massage or bodywork services shall use appropriate draping to protect the client’s privacy. When a client remains dressed for a seated massage or sports massage, draping is not required.
- (4) No person owning, operating or managing a massage or bodywork services establishment, shall knowingly cause, allow or permit in or about such massage or bodywork services establishment, any agent, employee, or any other person under his control or supervision to perform such acts prohibited in subsection (1), (2) or (3) of this section.
- (n) Requirements For Cubicles, Booths, Etc. It shall be unlawful for any massage or bodywork service, other than a fully clothed seated massage, to be carried on within any cubicle, room, booth, or any area which is fitted with a door capable of being locked. Nothing contained herein shall be construed to forbid the locking of external doors during business hours, eliminate other requirements of statute or ordinance concerning the maintenance of premises, nor to preclude authorized inspection thereof, whenever such inspection is deemed necessary by the police or county health departments.
- (o) No person shall reside, inhabit or otherwise sleep overnight at a massage therapy or bodywork services establishment.
- (p) Treatment Of Diseased Persons. No person providing massage therapy or bodywork services shall provide such services when the surface to be treated has open cuts, lesions or signs of infection.

§13. That, Section 36-101 of the Code of the City of Norman, Oklahoma be amended as follows:

36-101 Definitions

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:

* * * *

Adult entertainment uses.

- (a) *Adult amusement or entertainment* means amusement or entertainment which is distinguished or characterized by an emphasis on acts or material depicting, describing or relating to sexual conduct or specified anatomical areas, as defined herein, including, but not limited to, topless or bottomless dancers, exotic dancers, strippers, male or female impersonators or similar entertainment.
- (b) *Adult bookstore* means an establishment having as a significant portion of its stock in trade books, film, magazines, and other periodicals which are distinguished or characterized by an emphasis on depicting or describing sexual conduct or specified anatomical areas.
- (c) *Adult mini motion picture theater* means an enclosed building with a capacity of less than 50 persons used for presenting material distinguished or characterized by an emphasis on depicting or describing sexual conduct or specified anatomical areas.
- (d) *Adult motel* means a motel wherein material is presented, as part of the motel services, via closed circuit television or otherwise, which is distinguished or characterized by an emphasis on depicting or describing sexual conduct or specified anatomical areas.
- (e) *Adult motion picture arcade* means any place at which slug-operated or electronically, electrically- or mechanically-controlled, still or motion picture machines, projectors or other image-producing devices are maintained to show images to five or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by an emphasis on depicting or describing sexual conduct or specified anatomical areas.
- (f) *Adult motion picture theater* means an enclosed building with a capacity of 50 or more persons used for presenting material distinguished or characterized by an emphasis on depicting or describing sexual conduct or specified anatomical areas.
- ~~(g) *Massage parlor* means any place where for any form of consideration or gratuity, massage, alcohol rub, administration of fomentations, electric or magnetic treatments, or any other treatment or manipulation of the human body occurs as part of or in connection with sexual conduct or where any person providing such treatment, manipulation or service related thereto exposes specified anatomical areas.~~
- ~~(h) *Sexual encounter center* means any building or structure which contains or is used for commercial entertainment where the patron directly or indirectly is charged a fee to engage in personal contact with or to allow personal contact by, employees, devices, or equipment or by personnel provided by the establishment which appeals to the prurient interest of the patron, to include, but not to be limited to bath houses, massage parlors, and related or similar activities.~~

* * * *

§14. That, Appendix A of the Code of the City of Norman shall be amended as follows:

* * * *

Chapter 20 – Licenses and Occupations

* * * *

(t) Short-term rentals:

License Fee: \$150.00

Inspection Fee: \$ 50.00

(u) Massage Therapy or Bodywork Services Establishments:

License Fee: \$ 50.00

Renewal Fee: \$ 25.00

* * * *

§ 15. 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 _____, 2026.

NOT ADOPTED this _____ day of _____, 2026.

Mayor Stephen T. Holman

Mayor Stephen T. Holman

ATTEST:

City Clerk

File Attachments for Item:

35. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-18 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE A PART OF THE SOUTH HALF OF SECTION NINE (9), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE THE SAME IN THE C-2, GENERAL COMMERCIAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3400 CLASSEN BOULEVARD; WARD 7)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/27/2026

REQUESTER: Battison Properties, LLC

PRESENTER: Jane Hudson, Planning & Community Development Director

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-18 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE A PART OF THE SOUTH HALF OF SECTION NINE (9), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE THE SAME IN THE C-2, GENERAL COMMERCIAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3400 CLASSEN BOULEVARD; WARD 7)

APPLICANT/REPRESENTATIVE	Battison Properties, LLC/Rieger Sadler Joyce, LLC
LOCATION	3400 Classen Boulevard
WARD	7
CORE AREA	No
EXISTING ZONING	A-2, Rural Agricultural District
EXISTING LAND USE	Urban Living Center
CHARACTER AREA	Corridor
PROPOSED ZONING	C-2, General Commercial District
PROPOSED LAND USE	No change
REQUESTED ACTION	Rezoning from A-2, Rural Agricultural District, to C-2, General Commercial District

SUMMARY:

The applicant, Battison Properties, LLC, requests rezoning of the subject property from A-2, Rural Agricultural District, to C-2, General Commercial District. The property is not platted; an application for Preliminary Plat is part of this overall submittal. This property is located south of State Highway 9, along the west side of Classen Boulevard and north of E. Cedar Lane Road.

EXISTING CONDITIONS:

SIZE OF SITE: 1.41 Acres

SURROUNDING PROPERTIES

	Subject Property	North	East	South	West
Zoning	A-2	C-2	RM-6 with Special Use for an Office & RM-2 PUD, Use Permitted On Review	A-2	RR Tracks & PUD & A-2
Land Use	Urban Living Center	Urban Living Center	Urban Living Center	Urban Living Center	Urban Living Center
Current Use	Undeveloped	Undeveloped	Residential (Single-Family)	Residential	Residential Agricultural Land & Multi-Family

EXISTING ZONING DESIGNATION

A-2, Rural Agricultural District

This district is intended to provide a zoning classification for land situated relatively remote from the urban area which is used for agricultural and related purposes and will not undergo urbanization in the immediate future. The types of uses, the area and the intensity of use of land which is authorized in this district is designed to encourage and protect all agricultural uses until urbanization is warranted and the appropriate change in district classification is made. Areas included within this district are sufficiently remote from developed urban areas that exploration for and production of oil and gas will not be hazardous or detrimental to people and property within the developed portions of the City. Further, the purpose of the following regulations for properties within the Ten Mile Flat Conservation Area, is to:

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

LAND USE DESIGNATION

Urban Living Center

Most compact, walkable pattern of urban development. Low to no building spacing and separation of uses. Vibrant urban areas with an intense mix of uses that not only support

residents and employers but leverage their location to attract visitors from throughout the region.

- Urban Living Center areas strive for a balance of residential and non-residential uses and predominance of mixed-use development of compatible densities and scales. Current market conditions and demand for housing over commercial spaces will likely result in a slightly higher mix of residential in these areas.
- Gross densities in any single development should be greater than 18 units per acre.

CHARACTER AREA DESIGNATION

Corridor

Areas are developed or undeveloped land on both sides of a roadway; primarily designated, although not limited to, commercial and mixed-use development with auto-centric design. Scale and location affect the type and intensity of these uses. Corridor character is determined by scale and is recognized in three main areas: Gateway, In-Town and Downtown.

This application is located within the Gateway Corridor.

Gateway Corridors

Major thoroughfare that serves as an important entrance or means of access to the community marked by orientation of buildings to highway; on-site parking; and large set-backs for buildings. Anticipating high public transit access, including stops and shelters in locations safe for passengers and operations. Interstate-35, North Flood Avenue, Alameda Street, Main Street west of 24th, and Highway 9 are Gateway Corridors managed under this Character Area.

NEAREST PUBLIC PARK:

The nearest park is located in Cedar Lane Addition, south and west of this site. There are no continuous sidewalks in this area.

PROCEDURAL REQUIREMENTS:

PRE-DEVELOPMENT:

PD25-27 October 23, 2025

There were no attendees/neighbors at this meeting.

BOARD OF PARKS COMMISSIONERS:

The proposed rezoning to commercial does not include a residential component, therefore application to Board of Parks is not required.

REVIEW COMMENTS SECTION:

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

CITY DEPARTMENTS

Fire Department
Building Permitting Review
Public Works/Engineering

Transportation Engineer
 Planning
 Utilities

COMMENTS BY DEPARTMENT

FIRE DEPARTMENT

Additional information will be required to determine fire hydrant and fire lane requirements related to the proposed building. These items will be addressed during building permit review stage.

BUILDING REVIEW

Building Codes will be addressed during the building permit review stage.

PUBLIC WORKS/ENGINEERING

Please see the attached report from Engineering.

TRANSPORTATION ENGINEER

Please see the attached report from the Transportation Engineer.

PLANNING

ZONING CODE CONSIDERATIONS

Purpose - C-2, General Commercial District

This commercial district is intended for the conduct of personal and business services and the general retail business of the community. Persons living in the community and in the surrounding trade territory require direct and frequent access. Traffic generated by the uses will be primarily passenger vehicles and only those trucks and commercial vehicles required for stocking and delivery of retail goods.

The applicant requests rezoning of the site from A-2, Rural Agricultural District, to C-2, General Commercial District. This request is considered "straight zoning," meaning there are no variances requested with this application/proposal. Development of this site is required to follow the existing development standards currently adopted in Chapter 36, Zoning Code.

Uses Permitted

- The proposed use of the site will be those allowed in the C-2, General Commercial District.

*The use of the site is not determined at this stage of the application. The use of the site will be required to meet the allowed uses within the C-2, General Commercial District. The use will be **consistent** with those uses allowed under C-2.*

Area Regulations

- Front yard: All buildings shall be set back from any abutting street right-of-way at least ten (10) feet. Across the entire front of all lots (and the street side of any corner lot) in

plats filed after November 7, 2005 a minimum ten (10) foot landscape strip shall be installed, which may not be encroached upon by parking. One eight (8) foot tall shade (canopy) tree per each twenty (20) feet of lot frontage and one (1) three (3)-gallon shrub per five (5) feet of building frontage shall be installed within this landscape strip. Clustering of these required plantings may be allowed, if approved by the City Forester or his designee. Such planting should be covered by the three (3) year maintenance bond required when new landscaping is installed with the parking lot on the same tract. All species are to be approved by the City Forester.

- Side Yard: For uses other than dwelling, no side yard shall be required except on the side of a lot adjoining a residential zoning district in which case there shall be a side yard of not less than five (5) feet.
- Rear yard shall not be required for retail establishment; except where a rear lot line abuts upon a dwelling district and the commercial building is designed to be serviced from the rear, there shall be provided a rear yard of not less than thirty (30) feet for lots without alleys and twenty (20) feet for lots with alleys; and further provided that in no case where the rear lot line abuts a dwelling district shall the commercial building be erected closer than three (3) feet to the rear lot line.

*The area regulations proposed for the project are **consistent** the C-2, General Commercial District. The proposed area regulations shown on the site plan are similar to those of surrounding commercial uses.*

Height Regulations

- The rezoning request for this site is C-2, General Commercial District; there is no height restriction for any building/structure in this District.

*Current plans show a single-story building. This is **consistent** with surrounding structures. Future development will be reviewed for compliance at the building permit review stage.*

Landscaping

- Landscaping shall be provided and maintained in accordance with the City of Norman's applicable landscaping regulations, Section 36-551, Landscaping Requirements for Off-Street Parking Facilities, which may be amended from time to time.

*The proposed project is **consistent** with the landscaping requirements.*

Lighting

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

*The proposed project is **consistent**. Any proposed lighting will be addressed during the building permit stage.*

Signage

- Signs on the property will comply with the applicable requirements in Chapter 28, Sign Regulations, for commercial use, which may be amended from time to time.

*The proposed project is **consistent**. The proposed signage will be addressed with a sign permit application at the time of building permit.*

Exterior Materials

- Development on this site will be required to meet regulations in Section 36-547, Exterior Appearance, which may be amended from time to time. Building constructed on property zoned C-2, according to the City's official zoning map, shall have all exterior walls constructed using masonry material covering at least 80% of said walls, exclusive of all windows, doors, roofs, glass, or sidewalk and walkway covers.

*The proposed project is **consistent** with the commercial uses in the surrounding area.*

COMPREHENSIVE PLAN CONSIDERATIONS

Character Area Policies

General Policies

Non-Residential Policies

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

*The site plan submitted for this site is **consistent** with the General Non-Residential Policies. The existing structures in the general vicinity are one- or two-stories in height.*

CHARACTER AREA DESIGNATION

Corridor Area

Corridor Areas are developed or undeveloped land on both sides of a roadway; primarily designated, although not limited to, commercial and mixed-use development with auto-centric design. Scale and location affect the type and intensity of these uses. Corridor character is determined by scale and is recognized in three main areas.

Gateway Corridors

Major thoroughfare that serves as an important entrance or means of access to the community marked by orientation of buildings to highway; on-site parking; and large set-backs for buildings. Anticipating high public transit access, including stops and shelters in locations safe for passengers and operations. Interstate-35, North Flood Avenue, Alameda Street, Main Street west of 24th, and Highway 9 are Gateway Corridors managed under this Character Area.

Character Area Policies – Corridor

- Support the natural phasing out of older and lower-yield commercial and industrial uses with regulations and incentives that support mixed-uses and local businesses.

- Use screening, with natural materials when possible, to lessen noise pollution and visual clutter from existing and future uses along the corridor.
- Promote circulation and manage access to keep traffic flowing by.
- Including access along and into properties for vehicles, public transit, pedestrians, and bicyclists during street and interchange improvements.
- Projects should not create fragmented parcels or impede on- and off-site circulation through, to reduce restriction of future development.
- Allowing redevelopment of excess parking areas or commercial building space for residential uses, especially along public transit routes and areas with strong existing or planned pedestrian connections.
- Requiring shared entrances, cross-access, and avoiding multiple access points for new commercial developments at major intersections.
- Commercial developments should offer both internal and external pedestrian connections, especially between hotels, restaurants, and retail services.
- Connections to the corridors and through developments should improve safety for those walking, bicycling, or using mobility devices.
- Allow redevelopment for high density residential and mixed-residential uses near public transit stops, along pedestrian routes, and where site design does not create secluded enclaves of apartments.
- Add density through development of sites behind properties directly facing streets.
- Retrofit or mask existing strip development or other unsightly features, as necessary.
- Explore requiring that stormwater management and detention have lower impact than historic stormwater conditions for all new or redevelopment along corridors.

*The proposed development is largely **consistent** with Corridor policies. The redevelopment of this site is proposed to be single-use and does not show connections to nearby developments.*

Land Use Development Policies

Description and Context

Urban Living Center

Most compact, walkable pattern of urban development. Low to no building spacing and separation of uses. Vibrant urban areas with an intense mix of uses that not only support residents and employers but leverage their location to attract visitors from throughout the region.

- Urban Living Center areas strive for a balance of residential and non-residential uses and predominance of mixed-use development of compatible densities and scales. Current market conditions and demand for housing over commercial spaces will likely result in a slightly higher mix of residential in these areas.
- Gross densities in any single development should be greater than 18 units per acre.

*There is no residential component to this proposal; this is strictly a commercial zoning request. C-2 zoning does not allow for residential uses by right. The proposal is **inconsistent** with Urban Living Center designation; there is not a mix of uses proposed for the site. While the development does not align with Urban Living Center, this general area has developed as single use/single-lot developments, and this proposal follows that trend along Classen/Hwy. 77.*

Building Types

- Large and medium 4 to 5+ story buildings are common. It is anticipated that various articulations, scales, and architectural styles will create cohesive and compact sites with clear connections to other destinations.
- Public and private spaces (i.e. balconies, recreational roof decks, outdoor dining, etc.) are clearly defined and cultivate a sense of place.
- Mixed-use buildings that include retail, work-spaces, and residences are the most common.
- Single-use buildings are undesirable and should be limited, or avoided altogether.

*The Urban Living Center designation is intended for medium- to large-scale, multi-story buildings. As currently proposed, this project consists of a single-story, single-use structure, which is **inconsistent** with the Urban Living Center development pattern. However, with the requested C-2, General Commercial District zoning for this site, a development that includes a multi-story structure with outdoor dining could be accommodated in the future.*

Site Design

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

*The proposal does meet several of the Site Design criteria of Urban Living Center designation. The site is utilizing existing infrastructure adjacent to the property or in close proximity, avoiding extensions of public infrastructure. The applicant will be required to construct a sidewalk along street frontage. Stormwater control will be addressed for this site. The development will follow landscaping requirements, which require the installation of trees along the street frontage. Overall, this proposal is **consistent** with Urban Living Center designation.*

Public Space

Appropriately scaled public spaces including small parks, plazas, parklets, regional trail connections, and walking paths. Pedestrian amenities are commonly integrated into public and private projects.

*The proposal is **consistent** as there will be sidewalks installed along Classen Blvd. These sidewalks will create connections to other sidewalks as the area continues to develop.*

Neighborhood and/or Special Area Plans

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

UTILITIES

AIM NORMAN PLAN CONFORMANCE

The proposed development is in accordance with AIM Water and Wastewater Utility.

Utility Access

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

The proposal is consistent as the necessary utilities are available.

Solid Waste Management

The proposed development meets requirements and provides access for solid waste services.

Water/Wastewater Quality

Water Availability

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

Wastewater Availability

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

ALTERNATIVES/ISSUES

IMPACTS: The proposed use for this site aligns with the AIM Norman Land Use and Character Area objectives. This proposal is comparable in scale and form to adjacent developed commercial properties.

CONCLUSION: Staff forwards this request for rezoning from A-2, Rural Agricultural District, to C-2, General Commercial District, and Ordinance O-2526-18 for consideration by City Council.

PLANNING COMMISSION RESULTS: At their meeting of December 11, 2025, the Planning Commission recommended approval of Ordinance O-2526-18 by a vote of 6-0.

O-2526-18

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE A PART OF THE SOUTH HALF OF SECTION NINE (9), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE THE SAME IN THE C-2, GENERAL COMMERCIAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3400 CLASSEN BOULEVARD; WARD 7)

- § 1. WHEREAS, Battison Properties, LLC has made application to have the property described below removed from the A-2, Rural Agricultural District, and to have the same placed in the C-2, General Commercial District; 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 December 11, 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 the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from the A-2, Rural Agricultural District, and to place the same in the C-2, General Commercial District, to wit:

A part of the South Half of Section Nine (9), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows:
 Beginning at a point 562.1' North of the Southwest corner of the Southeast of said Quarter Section;
 Thence North 89°07'02" East a distance of 224.50';

Thence North 27°22' West a distance of 255.27';
Thence South 62°50' West a distance of 406.47';
Thence South 25°21'02" East a distance of 58.0';
Thence North 88°02'44" East a distance of 229.80 feet to the Point of
Beginning.

Containing 1.41 acres, more or less.

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

ADOPTED this _____ day of _____, 2026.

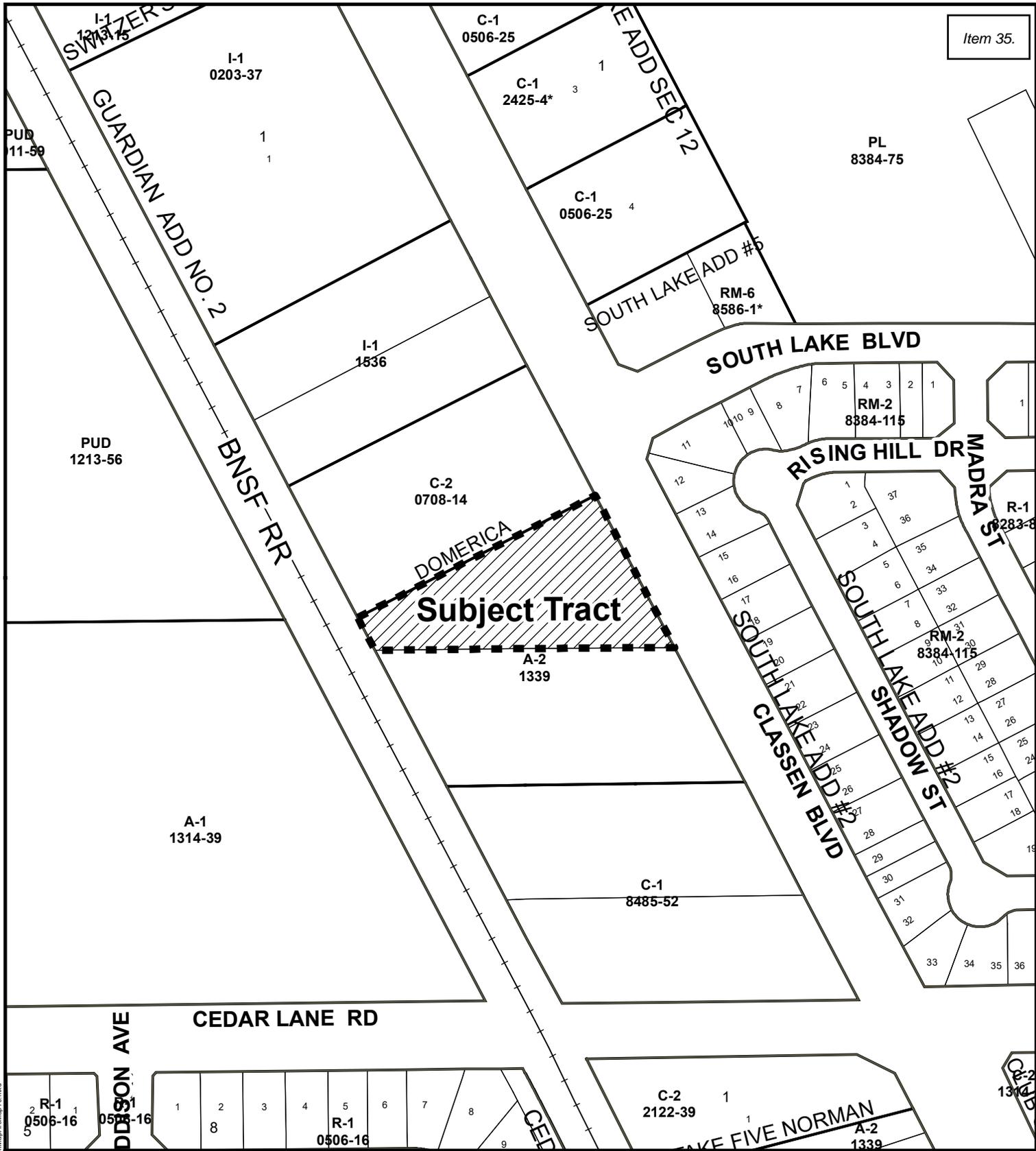
NOT ADOPTED this _____ day of _____, 2026.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)



Item 35.

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.



October 7, 2025



 Subject Tract

\\norman-city\departments\GIS\GIS\GIS10\Map_Templates\Bk11_LocationMap\ArcMap10.mxd

Applicant:

Battison Properties, LLC
Rieger Sadler Joyce, LLC

Project Location:

3400 Classen Blvd.

Case Number: PD 25-27

Time: 5:30 p.m.

Applicant Representative:

Gunner Joyce, Reiger Sadler Joyce, LLC
Ben LaCourse, Reiger Sadler Joyce, LLC
Vahid Solalati, Battison Properties, LLC
Larry Battison, Battison Properties, LLC

Attendees:

No neighbors were in attendance.

City Staff:

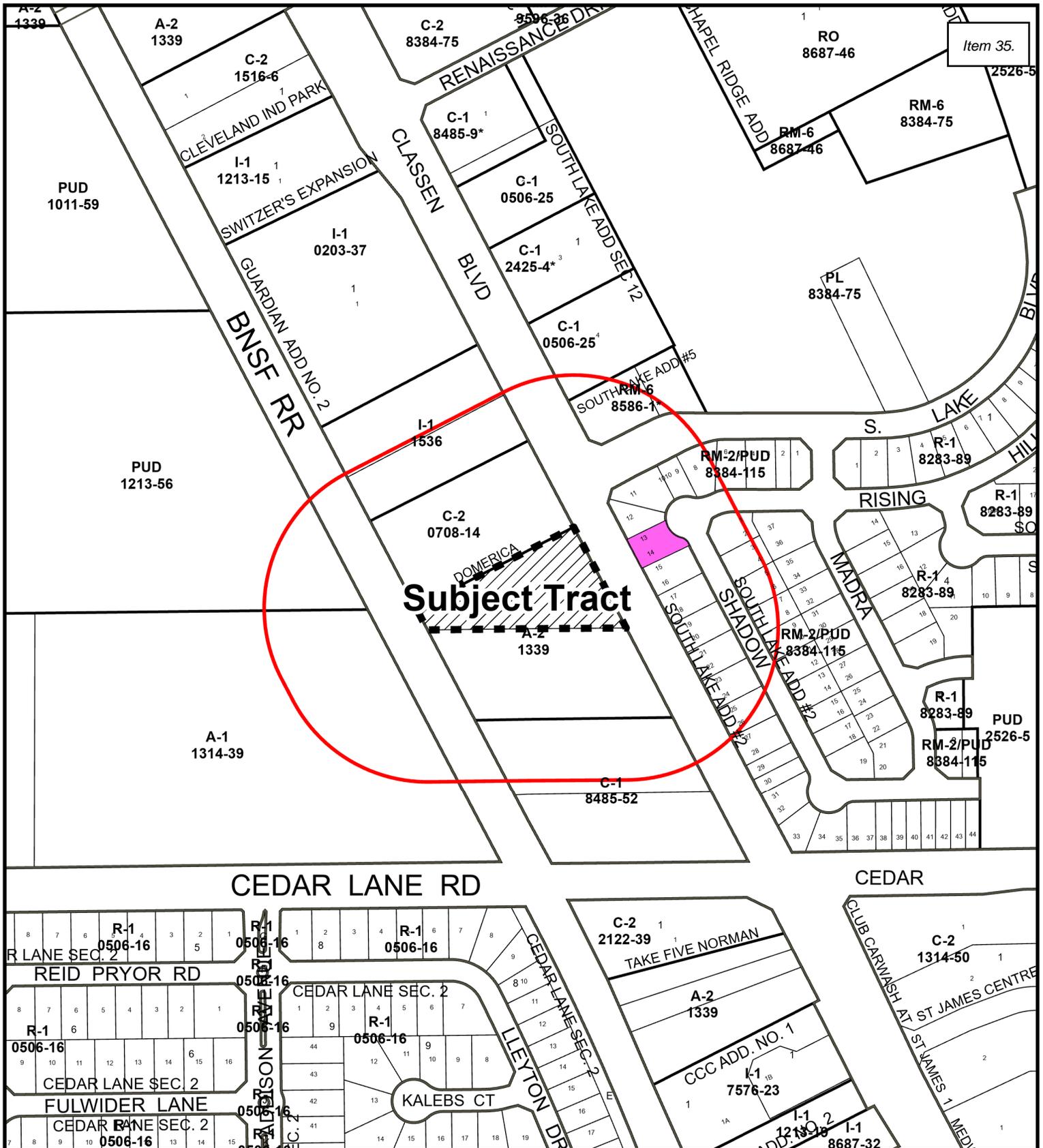
Kelly Abell, Planner I

Application Summary:

The applicant, Battison Properties, LLC, requests rezoning of the subject property from A-2, Rural Agricultural District, to C-2, General Commercial District. The property is not platted. An application for a Preliminary Plat is part of this overall submittal. The property is located on the west side of Classen Boulevard, south of State Highway 9, and north of E. Cedar Lane Road.

Neighbors' Comments/Concerns/Responses:

No neighbors attended this meeting. A resident submitted written comments to the city expressing concerns about the proposal. The neighbor noted ongoing traffic issues due to the neighborhood's single access point and requested the developer consider contributing to the installation of a traffic signal to improve safety and circulation. Additional concerns included limited emergency access in the event of a natural disaster and potential impacts of the proposed development on adjacent residential properties, such as headlight glare and loss of privacy. The resident suggested that taller fencing along Classen be considered to help mitigate these impacts.



Protest Map

1.4% Protest Within Notification Area



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



0 150 300 Feet

December 5, 2025

-  Subject Tract
-  Notification Area
-  Protest

Dear Norman Planning Commission,

I received notice of a Public Hearing on a zoning request from Battison Properties, LLC for 3400 Classen Bld., and I wanted to voice some concerns.

I strongly feel like the developer should contribute to a traffic light at the only exit to and from the South Lake addition. With the new proposed development, it will be extremely difficult to exit our neighborhood. There has been so much development in the neighborhood over the past 5 years, but there has been very little consideration given to traffic logistics. We only have one way out of the South Lake addition which I feel is very problematic, and the city should consider another exit. If there was a tornado and damaged trees or powerlines, there would be no way for emergency vehicles to enter the addition.

Lastly, what is intended for the development? No details were provided. This development would be directly across from my and my neighbors' backyards. Headlights will come streaming into our bedrooms and living rooms at dark which is definitely not ideal. Perhaps the developer would consider providing us taller fences on the Classen side to mitigate this if they intend to develop and add businesses that are open at dark.

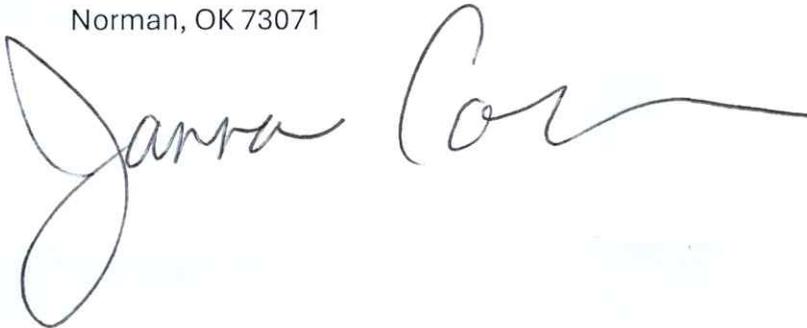
Please feel free to contact me at this email address or at 201-245-6394.

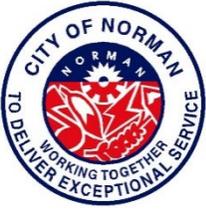
Respectfully,

Janna Corn
3400 Shadow Street
Norman, OK 73071

FILED IN THE OFFICE
OF THE CITY CLERK

ON 11-6-25 gmc

A handwritten signature in black ink that reads "Janna Corn". The signature is written in a cursive style with a large loop for the letter 'J' and a long horizontal stroke at the end.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/11/2025

REQUESTER: Battison Properties, LLC

PRESENTER: Lora Hoggatt, Planning Services Manager

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-18: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE A PART OF THE SOUTH HALF OF SECTION NINE (9), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE THE SAME IN THE C-2, GENERAL COMMERCIAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3400 CLASSEN BOULEVARD; WARD 7)

APPLICANT/REPRESENTATIVE	Battison Properties, LLC/Rieger Sadler Joyce, LLC
LOCATION	3400 Classen Boulevard
WARD	7
CORE AREA	No
EXISTING ZONING	A-2, Rural Agricultural District
EXISTING LAND USE	Urban Living Center
CHARACTER AREA	Corridor
PROPOSED ZONING	C-2, General Commercial District
PROPOSED LAND USE	No change
REQUESTED ACTION	Rezoning from A-2, Rural Agricultural District, to C-2, General Commercial District

SUMMARY:

The applicant, Battison Properties, LLC, requests rezoning of the subject property from A-2, Rural Agricultural District, to C-2, General Commercial District. The property is not platted; an application for Preliminary Plat is part of this overall submittal. This property is located south of State Highway 9, along the west side of Classen Boulevard and north of E. Cedar Lane Road.

EXISTING CONDITIONS:

SIZE OF SITE: 1.41 Acres

SURROUNDING PROPERTIES

	Subject Property	North	East	South	West
Zoning	A-2	C-2	RM-6 with Special Use for an Office & RM-2 PUD, Use Permitted On Review	A-2	RR Tracks & PUD & A-2
Land Use	Urban Living Center	Urban Living Center	Urban Living Center	Urban Living Center	Urban Living Center
Current Use	Undeveloped	Undeveloped	Residential (Single-Family)	Residential	Residential Agricultural Land & Multi-Family

EXISTING ZONING DESIGNATION

A-2, Rural Agricultural District

This district is intended to provide a zoning classification for land situated relatively remote from the urban area which is used for agricultural and related purposes and will not undergo urbanization in the immediate future. The types of uses, the area and the intensity of use of land which is authorized in this district is designed to encourage and protect all agricultural uses until urbanization is warranted and the appropriate change in district classification is made. Areas included within this district are sufficiently remote from developed urban areas that exploration for and production of oil and gas will not be hazardous or detrimental to people and property within the developed portions of the City. Further, the purpose of the following regulations for properties within the Ten Mile Flat Conservation Area, is to:

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

LAND USE DESIGNATION

Urban Living Center

Most compact, walkable pattern of urban development. Low to no building spacing and separation of uses. Vibrant urban areas with an intense mix of uses that not only support

residents and employers but leverage their location to attract visitors from throughout the region.

- Urban Living Center areas strive for a balance of residential and non-residential uses and predominance of mixed-use development of compatible densities and scales. Current market conditions and demand for housing over commercial spaces will likely result in a slightly higher mix of residential in these areas.
- Gross densities in any single development should be greater than 18 units per acre.

CHARACTER AREA DESIGNATION

Corridor

Areas are developed or undeveloped land on both sides of a roadway; primarily designated, although not limited to, commercial and mixed-use development with auto-centric design. Scale and location affect the type and intensity of these uses. Corridor character is determined by scale and is recognized in three main areas: Gateway, In-Town and Downtown.

This application is located within the Gateway Corridor.

Gateway Corridors

Major thoroughfare that serves as an important entrance or means of access to the community marked by orientation of buildings to highway; on-site parking; and large set-backs for buildings. Anticipating high public transit access, including stops and shelters in locations safe for passengers and operations. Interstate-35, North Flood Avenue, Alameda Street, Main Street west of 24th, and Highway 9 are Gateway Corridors managed under this Character Area.

NEAREST PUBLIC PARK:

The nearest park is located in Cedar Lane Addition, south and west of this site. There are no continuous sidewalks in this area.

PROCEDURAL REQUIREMENTS:

PRE-DEVELOPMENT:

PD25-27 October 23, 2025

There were no attendees/neighbors at this meeting.

BOARD OF PARKS COMMISSIONERS:

The proposed rezoning to commercial does not include a residential component, therefore application to Board of Parks is not required.

REVIEW COMMENTS SECTION:

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

CITY DEPARTMENTS

Fire Department
Building Permitting Review
Public Works/Engineering

Transportation Engineer
 Planning
 Utilities

COMMENTS BY DEPARTMENT

FIRE DEPARTMENT

Additional information will be required to determine fire hydrant and fire lane requirements related to the proposed building. These items will be addressed during building permit review stage.

BUILDING REVIEW

Building Codes will be addressed during the building permit review stage.

PUBLIC WORKS/ENGINEERING

Please see the attached report from Engineering.

TRANSPORTATION ENGINEER

Please see the attached report from the Transportation Engineer.

PLANNING

ZONING CODE CONSIDERATIONS

Purpose - C-2, General Commercial District

This commercial district is intended for the conduct of personal and business services and the general retail business of the community. Persons living in the community and in the surrounding trade territory require direct and frequent access. Traffic generated by the uses will be primarily passenger vehicles and only those trucks and commercial vehicles required for stocking and delivery of retail goods.

The applicant requests rezoning of the site from A-2, Rural Agricultural District, to C-2, General Commercial District. This request is considered "straight zoning," meaning there are no variances requested with this application/proposal. Development of this site is required to follow the existing development standards currently adopted in Chapter 36, Zoning Code.

Uses Permitted

- The proposed use of the site will be those allowed in the C-2, General Commercial District.

*The use of the site is not determined at this stage of the application. The use of the site will be required to meet the allowed uses within the C-2, General Commercial District. The use will be **consistent** with those uses allowed under C-2.*

Area Regulations

- Front yard: All buildings shall be set back from any abutting street right-of-way at least ten (10) feet. Across the entire front of all lots (and the street side of any corner lot) in

plats filed after November 7, 2005 a minimum ten (10) foot landscape strip shall be installed, which may not be encroached upon by parking. One eight (8) foot tall shade (canopy) tree per each twenty (20) feet of lot frontage and one (1) three (3)-gallon shrub per five (5) feet of building frontage shall be installed within this landscape strip. Clustering of these required plantings may be allowed, if approved by the City Forester or his designee. Such planting should be covered by the three (3) year maintenance bond required when new landscaping is installed with the parking lot on the same tract. All species are to be approved by the City Forester.

- Side Yard: For uses other than dwelling, no side yard shall be required except on the side of a lot adjoining a residential zoning district in which case there shall be a side yard of not less than five (5) feet.
- Rear yard shall not be required for retail establishment; except where a rear lot line abuts upon a dwelling district and the commercial building is designed to be serviced from the rear, there shall be provided a rear yard of not less than thirty (30) feet for lots without alleys and twenty (20) feet for lots with alleys; and further provided that in no case where the rear lot line abuts a dwelling district shall the commercial building be erected closer than three (3) feet to the rear lot line.

*The area regulations proposed for the project are **consistent** the C-2, General Commercial District. The proposed area regulations shown on the site plan are similar to those of surrounding commercial uses.*

Height Regulations

- The rezoning request for this site is C-2, General Commercial District; there is no height restriction for any building/structure in this District.

*Current plans show a single-story building. This is **consistent** with surrounding structures. Future development will be reviewed for compliance at the building permit review stage.*

Landscaping

- Landscaping shall be provided and maintained in accordance with the City of Norman's applicable landscaping regulations, Section 36-551, Landscaping Requirements for Off-Street Parking Facilities, which may be amended from time to time.

*The proposed project is **consistent** with the landscaping requirements.*

Lighting

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

*The proposed project is **consistent**. Any proposed lighting will be addressed during the building permit stage.*

Signage

- Signs on the property will comply with the applicable requirements in Chapter 28, Sign Regulations, for commercial use, which may be amended from time to time.

*The proposed project is **consistent**. The proposed signage will be addressed with a sign permit application at the time of building permit.*

Exterior Materials

- Development on this site will be required to meet regulations in Section 36-547, Exterior Appearance, which may be amended from time to time. Building constructed on property zoned C-2, according to the City's official zoning map, shall have all exterior walls constructed using masonry material covering at least 80% of said walls, exclusive of all windows, doors, roofs, glass, or sidewalk and walkway covers.

*The proposed project is **consistent** with the commercial uses in the surrounding area.*

COMPREHENSIVE PLAN CONSIDERATIONS

Character Area Policies

General Policies

Non-Residential Policies

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

*The site plan submitted for this site is **consistent** with the General Non-Residential Policies. The existing structures in the general vicinity are one- or two-stories in height.*

CHARACTER AREA DESIGNATION

Corridor Area

Corridor Areas are developed or undeveloped land on both sides of a roadway; primarily designated, although not limited to, commercial and mixed-use development with auto-centric design. Scale and location affect the type and intensity of these uses. Corridor character is determined by scale and is recognized in three main areas.

Gateway Corridors

Major thoroughfare that serves as an important entrance or means of access to the community marked by orientation of buildings to highway; on-site parking; and large set-backs for buildings. Anticipating high public transit access, including stops and shelters in locations safe for passengers and operations. Interstate-35, North Flood Avenue, Alameda Street, Main Street west of 24th, and Highway 9 are Gateway Corridors managed under this Character Area.

Character Area Policies – Corridor

- Support the natural phasing out of older and lower-yield commercial and industrial uses with regulations and incentives that support mixed-uses and local businesses.

- Use screening, with natural materials when possible, to lessen noise pollution and visual clutter from existing and future uses along the corridor.
- Promote circulation and manage access to keep traffic flowing by.
- Including access along and into properties for vehicles, public transit, pedestrians, and bicyclists during street and interchange improvements.
- Projects should not create fragmented parcels or impede on- and off-site circulation through, to reduce restriction of future development.
- Allowing redevelopment of excess parking areas or commercial building space for residential uses, especially along public transit routes and areas with strong existing or planned pedestrian connections.
- Requiring shared entrances, cross-access, and avoiding multiple access points for new commercial developments at major intersections.
- Commercial developments should offer both internal and external pedestrian connections, especially between hotels, restaurants, and retail services.
- Connections to the corridors and through developments should improve safety for those walking, bicycling, or using mobility devices.
- Allow redevelopment for high density residential and mixed-residential uses near public transit stops, along pedestrian routes, and where site design does not create secluded enclaves of apartments.
- Add density through development of sites behind properties directly facing streets.
- Retrofit or mask existing strip development or other unsightly features, as necessary.
- Explore requiring that stormwater management and detention have lower impact than historic stormwater conditions for all new or redevelopment along corridors.

*The proposed development is largely **consistent** with Corridor policies. The redevelopment of this site is proposed to be single-use and does not show connections to nearby developments.*

Land Use Development Policies

Description and Context

Urban Living Center

Most compact, walkable pattern of urban development. Low to no building spacing and separation of uses. Vibrant urban areas with an intense mix of uses that not only support residents and employers but leverage their location to attract visitors from throughout the region.

- Urban Living Center areas strive for a balance of residential and non-residential uses and predominance of mixed-use development of compatible densities and scales. Current market conditions and demand for housing over commercial spaces will likely result in a slightly higher mix of residential in these areas.
- Gross densities in any single development should be greater than 18 units per acre.

*There is no residential component to this proposal; this is strictly a commercial zoning request. C-2 zoning does not allow for residential uses by right. The proposal is **inconsistent** with Urban Living Center designation; there is not a mix of uses proposed for the site. While the development does not align with Urban Living Center, this general area has developed as single use/single-lot developments, and this proposal follows that trend along Classen/Hwy. 77.*

Building Types

- Large and medium 4 to 5+ story buildings are common. It is anticipated that various articulations, scales, and architectural styles will create cohesive and compact sites with clear connections to other destinations.
- Public and private spaces (i.e. balconies, recreational roof decks, outdoor dining, etc.) are clearly defined and cultivate a sense of place.
- Mixed-use buildings that include retail, work-spaces, and residences are the most common.
- Single-use buildings are undesirable and should be limited, or avoided altogether.

*The Urban Living Center designation is intended for medium- to large-scale, multi-story buildings. As currently proposed, this project consists of a single-story, single-use structure, which is **inconsistent** with the Urban Living Center development pattern. However, with the requested C-2, General Commercial District zoning for this site, a development that includes a multi-story structure with outdoor dining could be accommodated in the future.*

Site Design

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

*The proposal does meet several of the Site Design criteria of Urban Living Center designation. The site is utilizing existing infrastructure adjacent to the property or in close proximity, avoiding extensions of public infrastructure. The applicant will be required to construct a sidewalk along street frontage. Stormwater control will be addressed for this site. The development will follow landscaping requirements, which require the installation of trees along the street frontage. Overall, this proposal is **consistent** with Urban Living Center designation.*

Public Space

Appropriately scaled public spaces including small parks, plazas, parklets, regional trail connections, and walking paths. Pedestrian amenities are commonly integrated into public and private projects.

*The proposal is **consistent** as there will be sidewalks installed along Classen Blvd. These sidewalks will create connections to other sidewalks as the area continues to develop.*

Neighborhood and/or Special Area Plans

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

UTILITIES

AIM NORMAN PLAN CONFORMANCE

The proposed development is in accordance with AIM Water and Wastewater Utility.

Utility Access

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

The proposal is consistent as the necessary utilities are available.

Solid Waste Management

The proposed development meets requirements and provides access for solid waste services.

Water/Wastewater Quality

Water Availability

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

Wastewater Availability

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

ALTERNATIVES/ISSUES

IMPACTS: The proposed use for this site aligns with the AIM Norman Land Use and Character Area objectives. This proposal is comparable in scale and form to adjacent developed commercial properties.

CONCLUSION: Staff forwards this request for rezoning from A-2, Rural Agricultural District, to C-2, General Commercial District, and Ordinance O-2526-18 to the Planning Commission for consideration and recommendation to City Council.

Planning Commission recommended approval of Ordinance O-2526-13.

3400 Classen Boulevard Rezoning & Preliminary Plat

4. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-18: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE A PART OF THE SOUTH HALF OF SECTION NINE (9), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE THE SAME IN THE C-2, GENERAL COMMERCIAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3400 CLASSEN BOULEVARD; WARD 7)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Location Map
3. Preliminary Plat
4. Site Plan

5. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2526-10: CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY GREATEST HOPES, LLC (GOLDEN LAND SURVEYING) FOR 3400 CLASSEN BOULEVARD FOR 1.48 ACRES OF PROPERTY LOCATED AT 3400 CLASSEN BOULEVARD. (WARD 7)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Location Map
3. Preliminary Plat
4. Site Plan
5. Development Review Form
6. Pre-Development Summary
7. Protest Map & Letter

Staff Presentation

Lora Hoggatt, Planning Services Manager, presented the staff report.

Commissioner Jablonski stated that there are elements of the proposal that are inconsistent with the Urban Living Center designation and asked what consistency would look like. Jane Hudson, Planning & Community Development Director, responded that the Urban Living Center designation is intended to encourage more mixed-use development with both residential and non-residential uses, and noted that the proposal is straight C-2 zoning.

Commissioner Brewer asked what qualifies the installation of a new traffic signal and whether it is a design consideration or a matter of having sufficient traffic impact fees collected. David Riesland, Transportation Engineer, explained that the decision is not based on the amount of impact fees collected, but on whether traffic volumes are high enough to warrant a signal.

Commissioner Bird added that she had spoken with staff and asked them to address possibility of signalizing the intersection, noting that the issue also arose during the St. James Park Addition application. She stated that it would be helpful to understand the City's plans and the path forward for signalization, particularly because residents have raised and requested it previously and because it was mentioned again in the protest letter for this item.

Applicant Presentation

Libby Smith, representative of the applicant, provided an overview of the project.

Public Comments

There were no public comments.

Planning Commission Discussion

Commissioner Brewer stated that he did not have any issues with the rezoning, noting that it appears appropriate for commercial uses. He also asked whether the plan is to conduct the traffic impact study when the timing is appropriate. Mr. Riesland agreed that the study would be completed in the foreseeable future when the timing is right.

Commissioner Bird asked whether the traffic impact study would account for this development as well as other proposed, but not yet built, developments. Mr. Riesland responded that it would not, because traffic signals must be warranted by existing traffic volumes and would not be approved based on future development alone.

Commissioner Brewer asked what would trigger the need for an additional study in the future after the site is developed. Mr. Riesland responded that while traffic impact studies often analyze future volumes and may indicate a potential need for a signal, those projections are not typically approvable by ODOT. ODOT would require actual traffic volume data, and reaching those volumes would be the reason for conducting another study.

Mr. Riesland explained that the original traffic study, conducted 20–25 years ago, identified this intersection as a future candidate for a traffic signal and established traffic impact fees to fund it. He noted that the City has been collecting those impact fees over the years from developments that impact the intersection.

Ms. Smith added that as St. James is built out, additional entrances will be added along Cedar Lane Road, providing residents with another access and egress point outside of the neighborhood.

Commissioner McClure asked whether Renaissance Drive was even contemplated during the study. Mr. Riesland responded that Renaissance Drive was also identified as a location where a signal might be needed in the future, and that both intersections would be studied to determine which would be more beneficial.

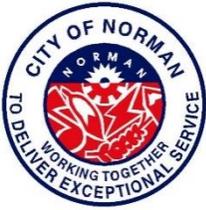
Motion made by Commissioner Brewer, Seconded by Commissioner McClure.

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Commissioner Bird, Commissioner Jablonski, Commissioner McDaniel

Planning Commission recommended approval of Ordinance O-2526-18 & PP-2526-10.

File Attachments for Item:

36. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2526-10: PRELIMINARY PLAT FOR 3400 CLASSEN BOULEVARD, GENERALLY LOCATED ¼ MILE NORTH OF CEDAR LANE ROAD ON THE WEST SIDE OF CLASSEN BOULEVARD (STATE HIGHWAY NO. 77) (Ward 7).



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/27/2026

REQUESTER: Ken Danner, Subdivision Development Manager
David Riesland, Transportation Engineer

PRESENTER: Scott Sturtz, Director of Public Works

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2526-10: PRELIMINARY PLAT FOR 3400 CLASSEN BOULEVARD, GENERALLY LOCATED ¼ MILE NORTH OF CEDAR LANE ROAD ON THE WEST SIDE OF CLASSEN BOULEVARD (STATE HIGHWAY NO. 77) (Ward 7).

BACKGROUND:

This item is a preliminary plat for 3400 Classen Boulevard generally located ¼ mile north of Cedar Lane Road on the west side of Classen Boulevard. This property consists of 1.48 acres and one (1) lot.

Planning Commission, at its meeting of December 11, 2025, recommended to City Council placing this property in the C-2, General Commercial District and removing it from A-2, Rural Agricultural District. In addition, Planning Commission recommended approval of the preliminary plat for 3400 Classen Boulevard.

DISCUSSION:

The proposed 2,000 square foot fast-food restaurant development is proposed for this location on the west side of Classen Boulevard (US 77), south of State Highway 9 and north of Cedar Lane Road. The site will contain a single point of access onto Classen Boulevard and is expected to generate 52 AM peak hour trips, 117 PM peak hour trips, and 1,306 trips on an average weekday. Obviously being above the threshold for when a traffic impact study is required (>100 peak hour trips is the threshold), a traffic impact study could have been required. However, since the area in question is largely built out, only a traffic impact memorandum was required and was prepared for the application by Cornerstone Civil Engineering. No traffic operational issues are anticipated due to the development.

STREET	NO. OF LANES	BACK-GROUND TRAFFIC (Veh/day)	PROJECTED TRAFFIC (Veh/day)	TOTAL PROJECTED TRAFFIC (Veh/day)	ROADWAY CAPACITY L.O.S. "E"	% CAPACITY USED (BACKGROUND)	% CAPACITY USED (PROJECTED)
Classen Boulevard	5	21,000	1,306	22,306	36,000	58.33	61.96

The proposed development will access Classen Boulevard by way of a single, full access driveway. The proposed access is shown in the approximate center of the site frontage along Classen Boulevard and is located in the best possible location as there is no existing driveway on the east side of Classen Boulevard in proximity to the proposed driveway. As such, no Request for Variance will be required because of inadequate driveway spacing or location with respect to existing streets. However, ODOT, as the maintenance provider for Classen Boulevard (US Highway 77) will be required to approve the proposed access location. Capacity exceeds demand in this area. As such, no additional off-site improvements are anticipated. There are applicable traffic impact fees to be collected in the area. These are associated with the following with traffic impact rates previously determined in the Destin Landing Master Plan Traffic Study:

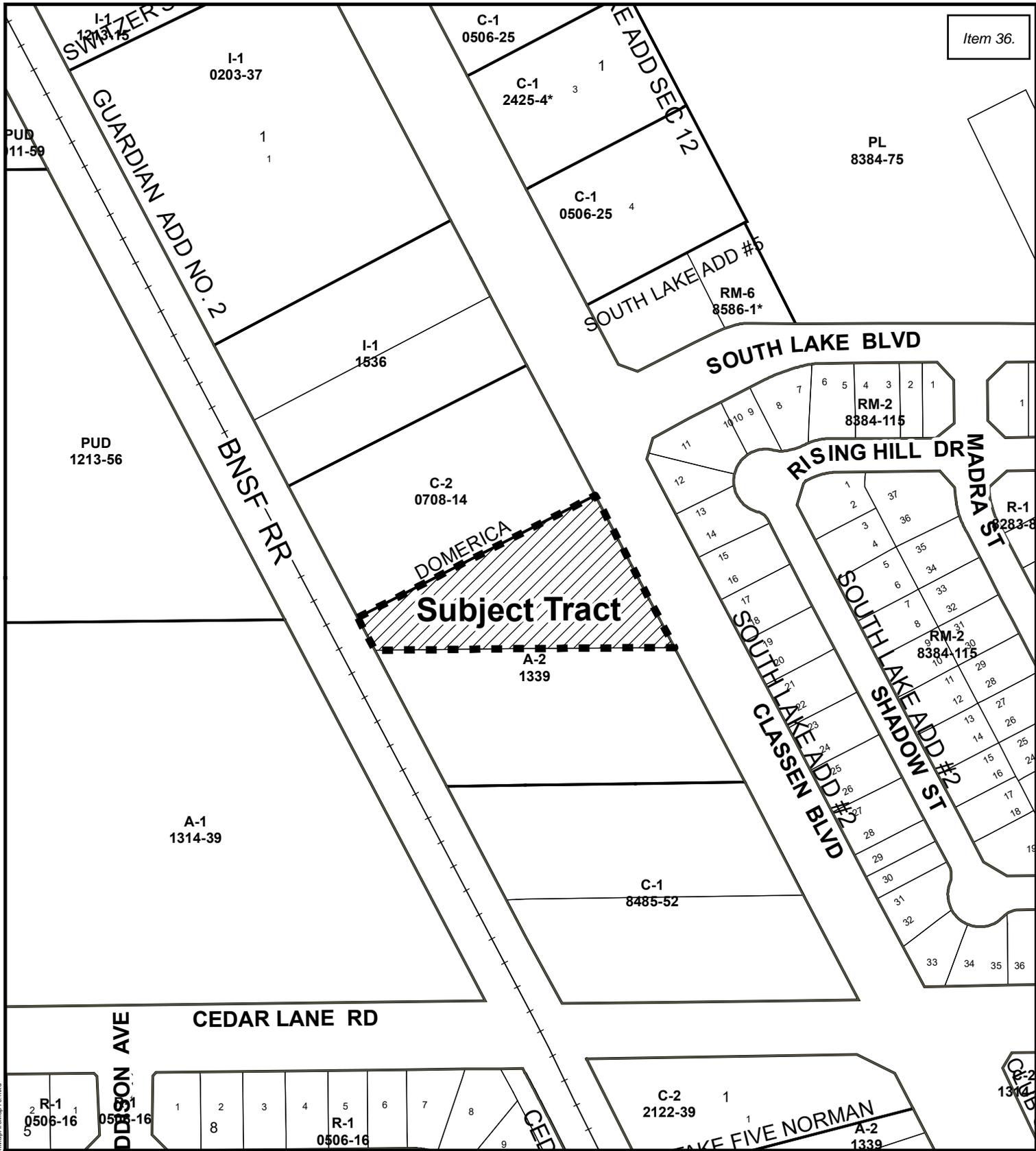
- \$1,695.72 for improvements to the Classen Boulevard intersection with Cedar Lane Road (assumed 39 PM peak hour trips * \$43.48 per PM peak hour trip = \$1,695.72)
- \$1,474.98 for improvements to the Classen Boulevard intersection with Post Oak Road (assumed 13 PM peak hour trips * \$113.46 per PM peak hour trip = \$1,474.98)
- Total impact fees to be collected with the filing of the Final Plat are \$3,170.70

Public improvements for this property consist of the following:

1. **Fire Hydrants.** Fire hydrants requirements will be reviewed by the Fire Department.
2. **Permanent Markers.** Permanent markers will be installed prior to filing of the final plat.
3. **Sanitary Sewers.** A sanitary sewer main will be extended across the plat of Domerica to the north and connect to an existing manhole. The sanitary sewer main will be installed to serve this property in accordance with approved plans and City and State Department of Environmental Quality standards.
4. **Sidewalks.** Sidewalks will be installed adjacent to Classen Boulevard.
5. **Storm Sewers.** Stormwater and appurtenant drainage structures will be installed in accordance with plans and City drainage standards. Stormwater runoff will be conveyed to a privately maintained detention facility and released into the railroad right-of-way.
6. **Streets.** Classen Boulevard paving is existing.
7. **Water Mains.** An existing 8-inch water main will be replaced with a 12-inch water main in accordance with approved plans and City and State Department of Environmental Quality standards.
8. **Public Dedications.** All easements will be dedicated to the City with final plating. Right-of-way is existing.

STAFF RECOMMENDATIONS:

Based on the above information, staff recommends approval of the preliminary plat for 3400 Classen Boulevard.



Item 36.

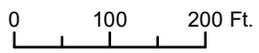
Location Map



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.



October 7, 2025



 Subject Tract

\\norman-city\departments\GIS\GIS10\Map_Templates\Bk11_LocationMap\Acrlmap10.mxd

Applicant:

Battison Properties, LLC
Rieger Sadler Joyce, LLC

Project Location:

3400 Classen Blvd.

Case Number: PD 25-27

Time: 5:30 p.m.

Applicant Representative:

Gunner Joyce, Reiger Sadler Joyce, LLC
Ben LaCourse, Reiger Sadler Joyce, LLC
Vahid Solalati, Battison Properties, LLC
Larry Battison, Battison Properties, LLC

Attendees:

No neighbors were in attendance.

City Staff:

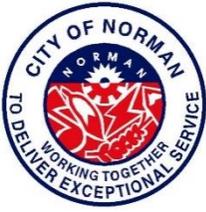
Kelly Abell, Planner I

Application Summary:

The applicant, Battison Properties, LLC, requests rezoning of the subject property from A-2, Rural Agricultural District, to C-2, General Commercial District. The property is not platted. An application for a Preliminary Plat is part of this overall submittal. The property is located on the west side of Classen Boulevard, south of State Highway 9, and north of E. Cedar Lane Road.

Neighbors' Comments/Concerns/Responses:

No neighbors attended this meeting. A resident submitted written comments to the city expressing concerns about the proposal. The neighbor noted ongoing traffic issues due to the neighborhood's single access point and requested the developer consider contributing to the installation of a traffic signal to improve safety and circulation. Additional concerns included limited emergency access in the event of a natural disaster and potential impacts of the proposed development on adjacent residential properties, such as headlight glare and loss of privacy. The resident suggested that taller fencing along Classen be considered to help mitigate these impacts.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/11/2025

REQUESTER: Greatest Hopes, LLC (Golden Land Surveying)

PRESENTER: Ken Danner, Subdivision Development Manager

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2526-10: CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY GREATEST HOPES, LLC (GOLDEN LAND SURVEYING) FOR 3400 CLASSEN BOULEVARD FOR 1.48 ACRES OF PROPERTY LOCATED AT 3400 CLASSEN BOULEVARD. (WARD 7)

ITEM: Consideration of a preliminary plat for **3400 CLASSEN BOULEVARD**.

LOCATION: Located at 3400 Classen Boulevard. (Generally located 2,670' south of State Highway No. 9 on the west side of Classen Boulevard).

INFORMATION:

1. Owner. Greatest Hopes, LLC.
2. Developer. Battison Properties, LLC.
3. Engineer. Cornerstone Civil Engineering.
4. Surveyor. Golden Land Surveying.

HISTORY:

1. October 21, 1961. City Council adopted Ordinance No. 1318 annexing this property into the Norman Corporate City limits without zoning.
2. January 23, 1962. City Council adopted Ordinance No. 1339 placing this property in the A-2, Rural Agricultural District.
3. November 13, 2025. The applicant has made a request to place this property in C-2, General Commercial District and remove it from A-2, Rural Agricultural District.

IMPROVEMENT PROGRAM:

1. Fire Hydrants. Fire hydrants requirements will be reviewed by the Fire Department.
2. Permanent Markers. Permanent markers will be installed prior to filing of the final plat.
3. Sanitary Sewers. Sanitary sewer main will be extended across the plat of Domerica to the north and connect to an existing manhole. The sanitary sewer main will be installed to serve this property in accordance with approved plans and City and State Department of Environmental Quality standards.
4. Sidewalks. Sidewalks will be installed adjacent to Classen Boulevard.
5. Storm Sewers. Stormwater and appurtenant drainage structures will be installed in accordance with plans and City drainage standards. Stormwater runoff will be conveyed to a privately maintained detention facility and released into the railroad right-of-way.
6. Streets. Classen Boulevard paving is existing.
7. Water Main. An existing 8-inch water main will be replaced with a 12-inch water main in accordance with approved plans and City and State Department of Environmental Quality standards.

PUBLIC DEDICATIONS:

1. Easements. All required easements will be dedicated to the City on the final plat.
2. Rights-of-Way. Street right-of-way is existing.

SUPPLEMENTAL MATERIAL: Copies of a location map, preliminary plat and site plan are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: This property consists of 1.48 acres and one (1) lot. The proposal will either be retail or a restaurant.

ACTION NEEDED: Recommend approval or disapproval of the preliminary plat for 3400 Classen Boulevard to City Council.

ACTION TAKEN: _____



CITY OF NORMAN, OK PLANNING COMMISSION MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Thursday, December 11, 2025 at 5:30 PM

MINUTES

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers at the Municipal Building, on Thursday, December 11, 2025 at 5:30 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.

ROLL CALL

PRESENT

Cameron Brewer
Douglas McClure
Liz McKown
Erica Bird
Michael Jablonski
Steven McDaniel

ABSENT

Kevan Parker
Jim Griffith
Maria Kindel

STAFF PRESENT

Jane Hudson, Planning & Community Development Director
Lora Hoggatt, Planning Services Manager
David Riesland, Transportation Engineer
Brandon Brooks, Capital Projects Engineer
Beth Muckala, Assistant City Attorney III

GUEST PRESENT

Colton Wayman, Wallace Design Collective
Sean Rieger, Libby Smith & Ben LaCourse, Rieger Sadler Joyce LLC

CONSENT ITEMS

This section is placed on the agenda so that the Planning Commission, by unanimous consent, may designate those items that they wish to approve by one motion. Any of these items may be removed from the Consent Docket and be heard in its regular order.

Minutes

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

PLANNING COMMISSION MEETING MINUTES OF NOVEMBER 13, 2025.

ITEMS SUBMITTED FOR THE RECORD

1. November 13, 2025 Planning Commission Meeting Minutes

Motion made by Commissioner McKown, Seconded by Commissioner McDaniel.

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Commissioner Bird, Commissioner Jablonski, Commissioner McDaniel

November 13, 2025 Planning Commission Meeting Minutes were approved.

Certificates of Survey

2. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF COS-2526-5: CONSIDERATION OF NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY DOYLE AND JANET REICH (RDM SURVEYING) FOR FISCHER ACRES II FOR 61.61 ACRES OF PROPERTY GENERALLY LOCATED APPROXIMATELY ONE-HALF MILE SOUTH OF EAST LINDSEY STREET AND ONE-FOURTH MILE WEST OF 156TH AVENUE S.E. OFF OF HAYFIELD ROAD. (WARD 5)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Location Map
3. Fischer Acres II Norman Rural Certificate of Survey

Motion made by Commissioner McKown, Seconded by Commissioner McDaniel.

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Commissioner Bird, Commissioner Jablonski, Commissioner McDaniel

Planning Commission recommended approval of COS-2526-5.

NON-CONSENT ITEMS

Commissioner Bird explained that Item 7 would be moved to the top of the agenda because the applicant requested a postponement.

807, 813, and 817 26th Avenue NW Rezoning

7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-27: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS SEVEN (7), EIGHT (8), AND NINE (9), IN BLOCK TWENTY (20), OF WESTPORT PROFESSIONAL PARK SECTION SEVEN (7), PART OF THE NE/4 OF SECTION 26, T9N, R3W, OF THE INDIAN MERIDIAN, AND A REPLAT OF LOTS 2 THRU 8, BLOCK 9, WESTPORT PROFESSIONAL PARK, SECTION 2, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE C-1, LOCAL COMMERCIAL DISTRICT, AND PLACE THE

SAME IN THE C-2, GENERAL COMMERCIAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (809, 813, 817 26TH AVENUE N.W.; WARD 2)

The applicant requested postponement to the January 8, 2026 Planning Commission meeting.

Motion made by Commissioner Jablonski, Seconded by Commissioner McKown.

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Commissioner Bird, Commissioner Jablonski, Commissioner McDaniel

Ordinance O-2526-27 was postponed to the January 8, 2026 Planning Commission meeting.

Alpha Phi Sorority Special Use

3. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-13: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR A FRATERNITY OR SORORITY HOUSE IN THE R-3, MULTIFAMILY DWELLING DISTRICT, FOR THE NE/4 OF SECTION 6, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1401 COLLEGE AVENUE; WARD 7)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Location Map
3. Site Plan
4. Vehicle Tracking Exhibit
5. Building Renderings
6. Pre-Development Summary

Staff Presentation

Lora Hoggatt, Planning Services Manager, presented the staff report.

Applicant Presentation

Colton Wayman, representative of the applicant, provided an overview of the project.

Public Comments

There were no public comments.

Planning Commission Discussion

Motion made by Commissioner McDaniel, Seconded by Commissioner McKown.

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Commissioner Bird, Commissioner Jablonski, Commissioner McDaniel

Planning Commission recommended approval of Ordinance O-2526-13.

3400 Classen Boulevard Rezoning & Preliminary Plat

4. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-18: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE A PART OF THE SOUTH HALF OF SECTION NINE (9), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE THE SAME IN THE C-2, GENERAL COMMERCIAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3400 CLASSEN BOULEVARD; WARD 7)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Location Map
3. Preliminary Plat
4. Site Plan

5. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2526-10: CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY GREATEST HOPES, LLC (GOLDEN LAND SURVEYING) FOR 3400 CLASSEN BOULEVARD FOR 1.48 ACRES OF PROPERTY LOCATED AT 3400 CLASSEN BOULEVARD. (WARD 7)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Location Map
3. Preliminary Plat
4. Site Plan
5. Development Review Form
6. Pre-Development Summary
7. Protest Map & Letter

Staff Presentation

Lora Hoggatt, Planning Services Manager, presented the staff report.

Commissioner Jablonski stated that there are elements of the proposal that are inconsistent with the Urban Living Center designation and asked what consistency would look like. Jane Hudson, Planning & Community Development Director, responded that the Urban Living Center designation is intended to encourage more mixed-use development with both residential and non-residential uses, and noted that the proposal is straight C-2 zoning.

Commissioner Brewer asked what qualifies the installation of a new traffic signal and whether it is a design consideration or a matter of having sufficient traffic impact fees collected. David Riesland, Transportation Engineer, explained that the decision is not based on the amount of impact fees collected, but on whether traffic volumes are high enough to warrant a signal.

Commissioner Bird added that she had spoken with staff and asked them to address the possibility of signalizing the intersection, noting that the issue also arose during the St. James Park Addition application. She stated that it would be helpful to understand the City's plans and the path forward for signalization, particularly because residents have raised and requested it previously and because it was mentioned again in the protest letter for this item.

Applicant Presentation

Libby Smith, representative of the applicant, provided an overview of the project.

Public Comments

There were no public comments.

Planning Commission Discussion

Commissioner Brewer stated that he did not have any issues with the rezoning, noting that it appears appropriate for commercial uses. He also asked whether the plan is to conduct the traffic impact study when the timing is appropriate. Mr. Riesland agreed that the study would be completed in the foreseeable future when the timing is right.

Commissioner Bird asked whether the traffic impact study would account for this development as well as other proposed, but not yet built, developments. Mr. Riesland responded that it would not, because traffic signals must be warranted by existing traffic volumes and would not be approved based on future development alone.

Commissioner Brewer asked what would trigger the need for an additional study in the future after the site is developed. Mr. Riesland responded that while traffic impact studies often analyze future volumes and may indicate a potential need for a signal, those projections are not typically approvable by ODOT. ODOT would require actual traffic volume data, and reaching those volumes would be the reason for conducting another study.

Mr. Riesland explained that the original traffic study, conducted 20–25 years ago, identified this intersection as a future candidate for a traffic signal and established traffic impact fees to fund it. He noted that the City has been collecting those impact fees over the years from developments that impact the intersection.

Ms. Smith added that as St. James is built out, additional entrances will be added along Cedar Lane Road, providing residents with another access and egress point outside of the neighborhood.

Commissioner McClure asked whether Renaissance Drive was even contemplated during the study. Mr. Riesland responded that Renaissance Drive was also identified as a location where a signal might be needed in the future, and that both intersections would be studied to determine which would be more beneficial.

Motion made by Commissioner Brewer, Seconded by Commissioner McClure.

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Commissioner Bird, Commissioner Jablonski, Commissioner McDaniel

Planning Commission recommended approval of Ordinance O-2526-18 & PP-2526-10.

Mission Norman Rezoning

6. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-24: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM A PUD, PLANNED UNIT DEVELOPMENT, AND PLACE SAME IN A PUD, PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (2525 E. LINDSEY STREET, WARD 1)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Location Map
3. PUD Narrative
4. Property Parking Areas
5. Open Space Exhibit
6. Pre-Development Summary

Staff Presentation

Lora Hoggatt, Planning Services Manager, presented the staff report.

Commissioner Jablonski stated that the application does not appear to meet the City's phasing requirements and asked how far it is from meeting those requirements. Ms. Hoggatt explained that, by ordinance, applicants are required to outline a phasing plan in a Planned Unit Development (PUD). She noted that this can be challenging because Mission Norman relies on donations for funding, but staff is still required to identify what requirements are and are not being met.

Applicant Presentation

Ben LaCourse, representative of the applicant, provided an overview of the project.

Commissioner Jablonski stated that the plan looks very nice, with wonderful green space and a high level of quality. He then asked, in relation to phasing, whether Mission Norman had a rough idea of how quickly the project might be built out. Mr. LaCourse responded that there is no exact timeline, but that Mission Norman is a very healthy organization and intends to move forward quickly.

Public Comments

There were no public comments.

Planning Commission Discussion

Motion made by Commissioner McKown, Seconded by Commissioner McClure.

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Commissioner Bird, Commissioner Jablonski, Commissioner McDaniel

Planning Commission recommended approval of Ordinance O-2526-24.

36th North, LLC Rezoning and Utility Easement Closure

8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-25: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE THE LOT 1, BLOCK 1 OF 36TH NORTH BUSINESS PARK AND A REPLAT OF LOT 1, BLOCK 1 OF S.C.M.C. ADDITION AND LOT 6, BLOCK 1, OF BROCE INDUSTRIAL PARK OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM A PUD, PLANNED UNIT DEVELOPMENT, AND PLACE SAME IN A PUD, PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED EAST OF 36TH AVENUE N.W. APPROXIMATELY ONE-HALF MILE NORTH OF ROCK CREEK ROAD; WARD 8)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Location Map
3. PUD Narrative
4. Site Development Plan
5. Development Area Exhibit
6. Pre-Development Summary

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMNENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-26: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING SPECIFIC FIFTEEN-FOOT (15') UTILITY EASEMENTS WITHIN LOT 1, BLOCK 1, 36TH NORTH BUSINESS PARK, A PLANNED UNIT DEVELOPMENT, NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (EAST OF 36TH AVENUE N.W. APPROXIMATELY ONE-HALF MILE NORTH OF ROCK CREEK ROAD; WARD 8)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Request to Close Platted Utility Easements Memo

Staff Presentation

Lora Hoggatt, Planning Services Manager, presented the staff report.

Applicant Presentation

Sean Rieger, representative of the applicant, provided an overview of the project.

Commissioner Jablonski asked how much concrete would be changed or left in place. Mr. Rieger explained that some of the existing concrete areas will instead be developed as apartment buildings.

Commissioner Brewer asked whether all of the existing concrete would remain or if new concrete would be installed. Mr. Rieger responded that they will evaluate the concrete as work proceeds to determine whether the existing concrete can be reused.

Public Comments

There were no public comments.

Planning Commission Discussion

Motion made by Commissioner McClure, Seconded by Commissioner Brewer.

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Commissioner Bird, Commissioner Jablonski, Commissioner McDaniel

Planning Commission recommended approval of Ordinance O-2526-25 & O-2526-26.

MISCELLANEOUS COMMENTS OF PLANNING COMMISSION AND STAFF

There were no miscellaneous comments.

ADJOURNMENT

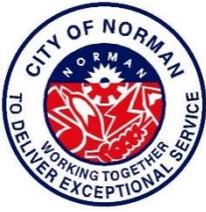
The meeting was adjourned at 6:17 p.m.

Passed and approved this 8 day of January 2026.

KEVIN BARKER
Planning Commission Officer

File Attachments for Item:

37. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-24 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM A PUD, PLANNED UNIT DEVELOPMENT, AND PLACE SAME IN A PUD, PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (2525 E. LINDSEY STREET, WARD 1)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/27/2026

REQUESTER: Mission Norman, Inc

PRESENTER: Jane Hudson, Planning & Community Development Director

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-24 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM A PUD, PLANNED UNIT DEVELOPMENT, AND PLACE SAME IN A PUD, PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (2525 E. LINDSEY STREET, WARD 1)

APPLICANT/REPRESENTATIVE	Mission Norman, Inc/Rieger Sadler Joyce LLC
LOCATION	2525 E Lindsey Street
WARD	1
CORE AREA	No
EXISTING ZONING	PUD, Planned Unit Development
EXISTING LAND USE DESIGNATION	Mixed-Use
CHARACTER AREA	Suburban Neighborhood
PROPOSED ZONING	PUD, Planned Unit Development
PROPOSED LAND USE	No Change
REQUESTED ACTION	Amend the existing PUD Narrative and Site Development Plan

SUMMARY:

The applicant, Mission Norman Inc, is requesting an amendment to the existing PUD, Planned Unit Development (O-0910-24). The applicant is proposing a redesign of the previously approved Site Development Plan. This redesign would change the number, location, and type of structures throughout the project site. The proposed amendment would remove one three-bedroom fourplex, three two-bedroom fourplexes, and a barn from the development site. The applicant proposes replacing these buildings with nine duplexes and two playgrounds. The number of dwelling units would increase from 20 to 22.

EXISTING CONDITIONS:

SIZE OF SITE: 5.75 Acres

SURROUNDING PROPERTIES

	Subject Property	North	East	South	West
Zoning	PUD	A-2	A-2	A-2, C-1, & R-1-A	A-2
Land Use	Mixed-Use	Mixed-Use	Mixed-Use & Urban Medium	Mixed-Use	Mixed-Use
Current Use	Residential, Office & Church	Church	Residential (Single-Family)	Church	Vacant

EXISTING ZONING DESIGNATION

PUD, Planned Unit Developments

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 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.

LAND USE DESIGNATION

Mixed-Use (MX)

Urban, compact, walkable pattern. Low to no building spacing and separation of uses. Cultivates vibrant urban areas with an intense mix of uses that not only support residents and employers but leverage their location to attract visitors from throughout the region. For areas requiring retrofit or redevelopment, neighborhood or site master plans should be developed to encourage more efficient and attractive land use along with higher densities.

- Mixed-use areas should have a slightly higher non-residential to residential mix and a predominance of mixed-use structures.
- Gross densities in any single development should be greater than 18 units per acre.

CHARACTER AREA DESIGNATIONS

Suburban Neighborhood Area

Suburban Neighborhood Areas are where suburban residential subdivision development has or is likely to occur (due to availability of water and sewer service). This area is characterized by low pedestrian orientation, existing but limited public transit access, high to moderate degree of building and use separation, predominantly residential with scattered civic buildings and varied street patterns, often curvilinear.

In the future, the neighborhoods with good trail access and connections to surrounding services will likely continue to be highly attractive neighborhoods. Future development should elevate connectivity and traditional neighborhood design (TND).

NEAREST PUBLIC PARK

Creekside Bike Park is located less than half a mile from the site. Eastridge Park is located less than a mile south of the site. Both parks can be accessed using existing sidewalks and crosswalks along East Lindsey Street and 24th Avenue Southeast.

PROCEDURAL REQUIREMENTS:

PRE-DEVELOPMENT:

PD25-31

November 20, 2025

Several neighboring residents were in attendance. Attendees asked if the proposed dwellings were intended for permanent residency or transitional housing, to which the applicant's representative replied that the dwelling units are intended as transitional housing. An attendee asked what the property's current zoning allowed. The applicant's representative explained that similar multifamily uses are currently allowed, but the proposed changes to the site development plan have prompted this rezoning request. An attendee expressed concern that more transitional housing units may attract unwanted nuisances and disruptive individuals to the area. Others commented that the proposed housing type is necessary in Norman for people with unstable housing or experiencing homelessness. Another attendee asked if approval of this proposal would make it easier for nearby properties to similarly rezone. The applicant's representative explained that any other properties that wished to rezone would need to go through the same rezoning process.

REVIEW COMMENTS:

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

CITY DEPARTMENTS

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

FIRE DEPARTMENT

Items related to Fire codes will be addressed at the building permit stage.

BUILDING REVIEW

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

PUBLIC WORKS/ENGINEERING

The subject property is platted as part of Mission Norman Addition. No additional subdivision is required.

TRANSPORTATION ENGINEER

The subject property is platted, therefore a report from the Transportation Engineer is not required for this development.

PLANNING

ZONING CODE CONSIDERATIONS

Purpose – PUD, Planned Unit Development

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

- A maximum choice in the types of environment and living units available to the public.
- Provision of more usable and suitably located open space, recreation areas, or other common facilities than would otherwise be required under conventional land development regulations.
- Maximum enhancement and minimal disruption of existing natural features and amenities.
- Comprehensive and innovative planning and design of diversified developments which are consistent with the Comprehensive Plan, including the Land Use Plan, and remain compatible with surrounding developments.
- More efficient and economic use of land resulting in smaller networks of utilities and streets, thereby lowering costs.
- Preparation of more complete and useful information which will enable the Planning Commission and City Council to make more informed decisions on land use. The PUD, Planned Unit Development regulations are designed to provide for small- and large-scale developments incorporating a single type or a variety of residential, commercial, industrial and related uses which are planned and developed as a unit. Such development may consist of individual lots, or it may have common building sites. Private or public common land and open space must be an essential, major element of the development, which is related to, and affects, the long-term value of the homes and other development. A planned unit development shall be a separate entity with a distinct character that respects and harmonizes with surrounding development.

*The applicant requests an amendment to the property's existing PUD to redesign the previously approved Site Development Plan. The most significant changes to the Site Development Plan are the removal of a barn, multiple residential buildings, and parking spaces. The amendment to the Site Development Plan would replace these structures with several duplexes. This proposal remains **consistent** with the surrounding area.*

Uses Permitted

- The intended uses for the project site include, but are not limited to church worship, transitional housing, a food pantry, and office uses. A complete list of allowable uses can be found within the attached PUD Narrative as Exhibit C.

*This PUD, Planned Unit Development, proposes a mixed-use development that includes church, residential, and office uses. All the proposed uses will support Mission Norman's operations. This proposal is **consistent** with the surrounding area, as there are existing churches to the north of this subject tract and to the south across East Lindsey Street. Multi-family residential uses do not abut the subject property; however, they are present in the surrounding area.*

Area Regulations

- All setbacks and coverages for the property will be as follows:
 - The front yard setback shall be a minimum of 25'.
 - The side yard setback shall be a minimum of 5'.
 - The rear yard setback shall be a minimum of 10'.
 - If a utility or other public easement is not located within the required building setbacks enumerated above, all buildings shall maintain a minimum setback of one foot from the easement line.

*While the proposed area regulations for this PUD differ from those of the surrounding properties - zoned C-1, Local Commercial District; R-1-A, Single-Family Attached Dwelling District; and A-2, Rural Agricultural District - the differences are minimal. Several surrounding properties have not yet been rezoned, platted, or developed, and are therefore likely to change as future development occurs. Additionally, the variations in area regulations amount to only a few feet. Overall, the proposed area regulations for this PUD are **consistent** with the varied area regulations of the surrounding properties.*

Open Space

- The property is expected to contain approximately three acres of open space comprising approximately sixty percent of the property.

*Approximately 60% of the development site will be open space. The proposed amount of open space exceeds the required minimum of 10% to 15% under the City's Section 36-509, PUD, Planned Unit Developments. This open space proposal is **consistent** with surrounding developments.*

Height

- The applicant has not specified a height limitation in the PUD Narrative.

Staff has requested a height limitation be included in the PUD Narrative. The applicant has not included one.

Traffic Access, Circulation, Parking and Sidewalks

- Access to the property shall be permitted in the manner depicted on the attached Site Development Plan. The property shall comply with the City of Norman standards to allow for emergency access and fire access as necessary, as such standards may be amended from time to time. Parking for the Property shall be developed in compliance with the parking layout shown on Exhibit E, attached hereto, subject to final design

development and the changes allowed under Section 36-509(g) of the City of Norman's PUD Ordinance. The Property shall comply with Norman's applicable parking ordinances.

*There is one access point from East Lindsey Street shown on the Site Development Plan. Walkways and a parking area are also shown on the Site Development Plan. For these reasons, the proposal is **consistent** with City regulations. Parking is shown on Exhibit E of the PUD Narrative.*

Landscaping

- Landscaping shall be in conformity with the City of Norman ordinances, as amended from time to time.

*The proposed development is **consistent** with the regulations found under Section 36-551, Landscaping Requirements For Off-Street Parking Facilities.*

Lighting

- All exterior lighting shall be installed in conformance with any applicable City of Norman Commercial Outdoor Lighting Standards, as such may be amended from time to time.

*The proposed development is **consistent** with the regulations found under Section 36-549, Commercial Outdoor Lighting Standards.*

Signage

- Signage for all lots shall comply with the City of Norman's applicable commercial signage restrictions, as amended from time to time.

*The proposed development is **consistent** with the regulations found under Chapter 28, Sign Regulations.*

Screening

- Fencing may be installed but is not required within the property. The applicant may file restrictive covenants against the property to more narrowly tailor architectural review of fencing within the development. The subject tract may install perimeter fencing along all or portion of the property but the PUD does not require it.

The proposed development does not require fencing; however, fencing may be permitted, provided it complies with the regulations under Section 36-552, Fencing, Walls, And Screening.

Exterior Materials

- Exterior materials of the building to be constructed on the property may be brick, wood, glass, stone, synthetic stone, stucco, EIFS, masonry, metal accents, composition shingles, synthetic slate shingles, metal roofs, or other comparable roofing materials, and any combination thereof. The applicant may file restrictive covenants against the subject property to more narrowly tailor architectural review within the development.

*The listed materials and percentages are **consistent** with the requirements found within Section 36-547, Exterior Appearance of the Zoning Ordinance.*

Sanitation/Utilities

- Trash may be handled through on-site dumpsters. Trash dumpster will be located as depicted on the Preliminary Site Development Plan or in locations as modified or approved by City sanitation services. A trash compactor(s) and its enclosure(s) may also be located on site to facilitate trash removal. Any dumpster or trash facilities shall be screened within enclosures that are built of materials to be compatible with the building exteriors in the main building. Locations of dumpsters and/or compactors shall be such that allows for proper ingress and egress for City sanitation vehicles in accordance with the EDC.

*The locations and designs of sanitation facilities are **consistent** with the requirements of the City of Norman's Engineering & Design Criteria and Utilities Department.*

Phasing

- It is anticipated that the property will be developed in multiple phases. The timing and number of future phases will be determined by market demand and absorption rates.

*The applicant stated that the property will be developed in multiple phases; however, no timeline has been presented. Additionally, the applicant has not produced an exhibit depicting the development's expected phasing. For these reasons, the development is **inconsistent** with the phasing requirements of Section 36-509, PUD, Planned Unit Developments.*

COMPREHENSIVE PLAN CONSIDERATIONS

Character Area Policies

General Policies

Residential Policies

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

*The development will feature transitional multi-family residential structures containing 22 dwelling units in ten buildings. There will be one quadplex and nine duplex structures. The development is **consistent** with the Residential Character Area General Policies.*

Non-Residential

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

*The development proposes an 80% masonry requirement for all structures built within the development site. Additionally, internal pedestrian networks between buildings are shown on the Site Development Plan. For these reasons, the proposed development is **consistent** with the non-residential Character Area General Policies.*

Suburban Neighborhood Areas Policies

- Infrastructure extensions should occur incrementally, and new developments must connect to City water and sewer, which may require extension of lines.
- Protect drainageways in accordance with WQPZ ordinance within new development and expand their use for public trail access.
 - Treat water quality volume from runoff for volume recommended in stormwater master plan and in accordance with EDC Section 7000.
 - The open spaces created around drainageways should be connected when feasible to create wildlife corridors.
- Reduce the impact of higher intensity uses to adjacent lower intensity uses with screening and landscaping. Native landscaping is encouraged.
 - Prioritize preservation of existing mature street trees.
- Promote a mix of housing types, including accessory dwelling units, and new, well-designed similarly scaled multi-unit residences to increase neighborhood density and income diversity.
 - Priority for higher density, mixed-income, and affordable housing opportunities should be assigned to locations with multi-modal transportation access and capacity.
 - Based on associated Land Use, housing typologies of all intensity levels are appropriate within the Suburban Character area.
- Encourage:
 - More mixing of uses, including neighborhood services, job centers, and residential uses of similar intensities.
 - Retrofitting existing commercial and retail strip development in areas that are likely to undergo renovation or potential demolition in the life of this plan.
 - Civic, cultural uses, entertainment establishments that will promote community interaction and public open space.
- As streets move further from the center of the Core Neighborhood Character Area and parcel sizes and development patterns work against pedestrian circulation, focus should shift to vehicular safety, corridor appearance and traffic speeds while still providing basic access and safety for pedestrians and bicyclists. Transportation accommodations should:
 - Ensure interconnectivity between developments for local and collector streets.
 - Provide access to trails with all new development, when feasible to integrate trail plans outlined in the Transportation and Park Master Plans into developments.
 - Connect streets between land uses and include complete street approaches for undeveloped sites.
 - Use the most recent Transportation Master Plan to fill pedestrian system gaps along streets, to trails, and within developments.
 - Encourage network of multi-modal transportation options to neighborhood centers and local mixed-use developments.

*The proposed development is **consistent** with the Suburban Neighborhood Area Policies because it promotes a mix of uses, connects to City infrastructure, and provides housing in the area, thereby increasing neighborhood density and diversity.*

Land Use Development Policies

Mixed-Use Land Use

- Urban, compact, walkable pattern. Low to no building spacing and separation of uses. Cultivates vibrant urban areas with an intense mix of uses that not only support residents and employers but leverage their location to attract visitors from throughout the region. For areas requiring retrofit or redevelopment, neighborhood or site master plans should be developed to encourage more efficient and attractive land use along with higher densities.
 - Mixed-use areas should have a slightly higher non-residential to residential mix and a predominance of mixed-use structures.
 - Gross densities in any single development should be greater than 18 units per acre.

*The proposed development is **inconsistent** with the Mixed-Use Land Use policies. Although the development includes a mix of church, office, and residential uses, it does not feature a higher number of non-residential uses to residential uses. Staff note, this development has existed since before the adoption of the AIM Norman Comprehensive Land Use Plan and is not able to meet the Mixed-Use Land Use policies without significant revisions to the originally approved development concept for this site.*

Building Types

- Medium and Small-scale 3 to 5-story buildings are common. Within existing developed areas, buildings may go up to 2-stories higher than surrounding properties.
- Multi-unit structures are the priority, but a variety of residential uses including townhomes, walk-ups, apartments, lofts, condominiums are present.
- Mixed-use buildings that include retail, work-spaces, and residences are the most common.
- Public and private spaces (i.e. balconies, recreational roof decks, outdoor dining, etc.) are clearly defined and cultivate a sense of place.
- Single-use buildings are limited. Large single-use, single-story structures are not appropriate.

*The proposed development is **inconsistent** with the Mixed-Use Land Use policies because it primarily features single-use buildings rather than integrating residential uses within the same building as the church and office uses. As previously noted by staff, this development existed before the adoption of the AIM Norman Comprehensive Land Use Plan and cannot fully comply the Mixed-Use Land Use policies without significant revisions to the originally approved development concept.*

Site Design

- The scale and layout of the built environment is conducive to walking. Trails and pathways are integrated throughout developments to connect to parks, neighborhoods, and community destinations.
- Single-use commercial and single-use multi-unit residential developments without connections to neighboring properties and uses disturb the development pattern and should be limited or avoided altogether.
- Design features, such as street/sidewalk level windows, should make larger scale structures appropriate at the pedestrian level.

- Street trees should form a continuous urban canopy over public areas and rights-of-way.
- Residential developments should include trails or side paths that facilitate resident movement and encourage resident interactions.
- Stormwater to be addressed at the project level, but designed as part of a larger neighborhood or sub-basin system and, when possible, function as an amenity to the development.
- Site layout should take every opportunity to maximize the public infrastructure available in this area.

*The development proposes interconnectivity through walkways shown on the Site Development Plan. The west side of the development contains office uses, church uses, and a community garden. The east side of the development contains transitional housing uses and two playgrounds. Parking is present throughout the development as shown on Exhibit E of the PUD Narrative. The development is **consistent** with the Mixed-Use Land Use policies.*

Transportation

- This area features a dense grid of streets and sidewalks. A full street hierarchy provides a variety of connections and route choices to people moving to, through, and within the area. Parking should not be prominent, but rather it should be obvious that this area is designed to be a park-once environment. Shared parking is prevalent, with limited private parking options, which are screened from view of the right-of-way. Most of these areas have, or will have, easy access to public transportation (adjacent to or less than one quarter-mile walk of a stop). A future rail transit service is possible near some locations. It should be comfortable for users of all ages and abilities to move through this area safely. Access and connections to the regional trail network are vital assets to this land use.

*The development is **inconsistent** with the Mixed-Use Land Use Transportation policy because it does not provide connections to adjacent properties as a single-site development. The nearest transit stop is a half mile from the development.*

Utility Access

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

*The proposed development has access to City utilities and is **consistent** with Utility Access policies.*

Public Space

- Appropriately scaled public spaces including small parks, plazas, parklets, regional trail connections, and walking paths. Pedestrian amenities are commonly integrated into public and private projects.

*The development is **consistent** with the Mixed-Use Land Use policy because the development site proposes walkways, playgrounds, and a community garden.*

Neighborhood and/or Special Area Plans

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

UTILITIES

AIM NORMAN PLAN CONFORMANCE

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

SOLID WASTE MANAGEMENT

Proposed development meets requirements for City streets and provides access for solid waste services.

WATER/WASTEWATER AVAILABILITY

Water Availability

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

Wastewater Availability

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

ALTERNATIVES/ISSUES:

IMPACTS: This amendment to the existing PUD proposes changes to the Site Development Plan that would increase the number of residential structures on the development site while increasing the number of residential units from 20 to 22. The proposed amendment to the Site Development Plan is not expected to generate significantly more traffic than what was originally approved.

Mission Norman is an existing development that was approved by the City of Norman City Council prior to the adoption of the AIM Norman Comprehensive Land Use Plan. As such, the original design does not fully align with all AIM Norman policies. The proposed development is consistent with the AIM Norman Comprehensive Land Use Plan in several ways, including promoting a mix of uses, incorporating internal pedestrian walkways, providing landscaping along East Lindsey Street, offering housing opportunities, and preserving open space. However, the development is inconsistent with the Plan in that it includes single-use buildings and proposes a higher ratio of residential uses relative to non-residential structures.

CONCLUSION:

Staff forwards this request for amendment to PUD, Planned Unit Development District, O-0910-24, to a PUD, Planned Unit Development District, O-2526-24, for consideration by City Council.

PLANNING COMMISSION RESULTS:

At their meeting of December 11, 2025, the Planning Commission recommended approval of Ordinance O-2526-24 by a vote of 6-0.

O-2526-24

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM A PUD, PLANNED UNIT DEVELOPMENT, AND PLACE SAME IN A PUD, PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (2525 E. LINDSEY STREET, WARD 1)

§ 1. WHEREAS, Mission Norman, Inc., the owners of the hereinafter described property, have made application to have the subject property removed from a PUD, Planned Unit Development and placed in a PUD, Planned Unit Development District; 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 December 11, 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 the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from a PUD, Planned Unit Development and place the same in a PUD, Planned Unit Development District, to wit:

Part of the southwest quarter (SW/4) of the southwest quarter (SW/4) of Section Thirty-Four (34), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

Beginning at the southwest corner of Section 34; thence N89°58'00"E, a distance of 570.00 feet for a point of beginning; thence N00°25'00"W, a

distance of 660.00 feet; thence N89°58'00"E, a distance of 420.36 feet; thence S00°25'00"E, a distance of 497.40 feet; thence S89°58'00"W, a distance of 161.36 feet; thence S00°25'00"E, a distance of 162.60 feet; thence S89°58'00"W, a distance of 259.00 feet to the point of beginning.

Containing 5.75 acres, more or less.

§ 5. Further, pursuant to the provisions of Section 36-509 of the Code of the City of Norman, as amended, the following condition is hereby attached to the zoning of the tract:

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

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

ADOPTED this _____ day of _____, 2026.

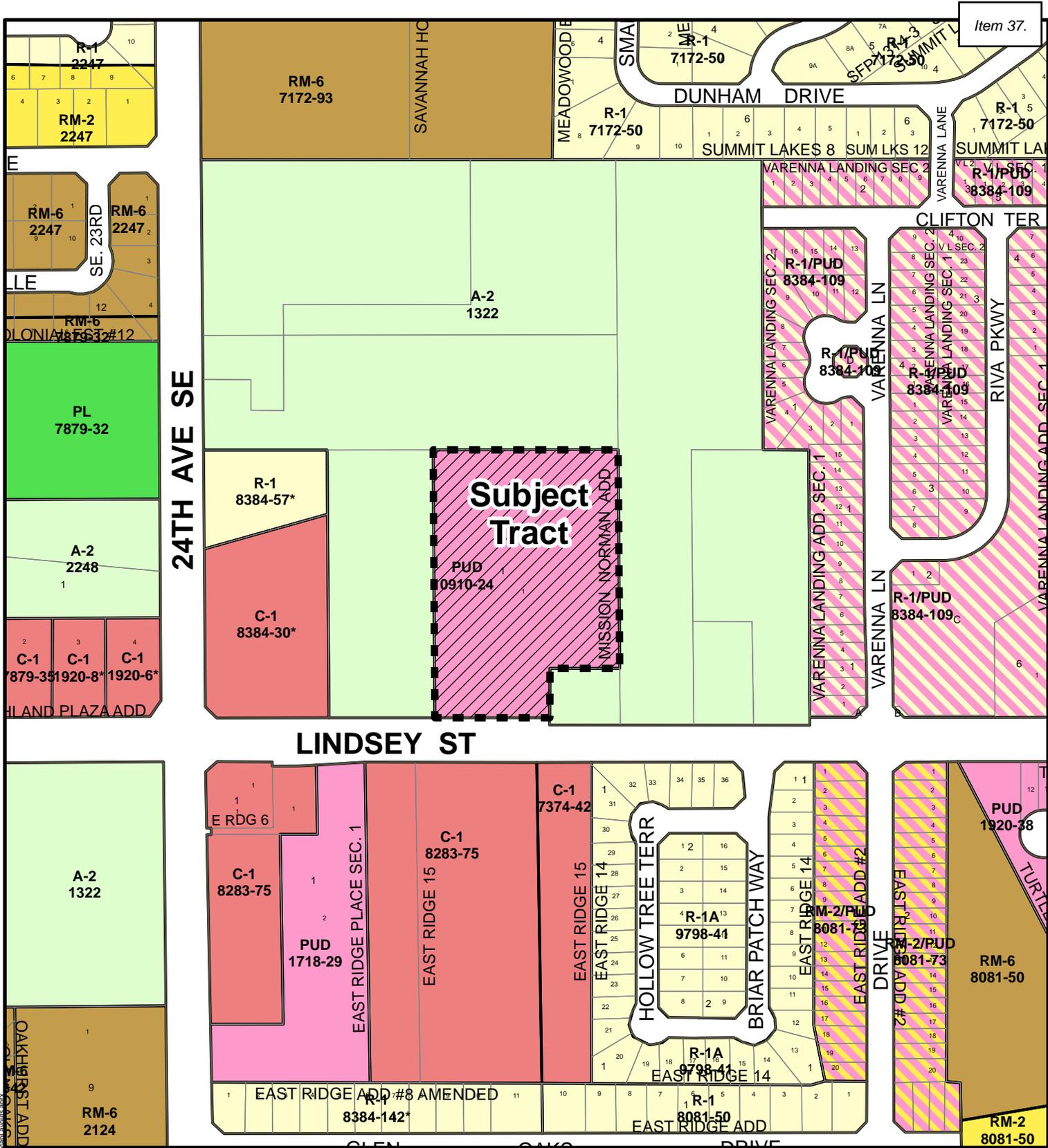
NOT ADOPTED this _____ day of _____, 2026.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)

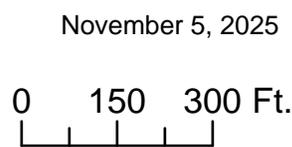


Item 37.

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.



Subject Tract

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MISSION NORMAN ADDITION

A PLANNED UNIT DEVELOPMENT

NORMAN, OKLAHOMA

APPLICANT:

MISSION NORMAN, INC.

APPLICATION FOR:

PLANNED UNIT DEVELOPMENT

Submitted: November 3, 2025

Revised: December 5, 2025

PREPARED BY:

RIEGER SADLER JOYCE
136 Thompson Drive
Norman, Oklahoma 73069

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I. **INTRODUCTION**

Mission Norman, Inc. (the “**Applicant**”) seeks to amend the existing Planned Unit Development (“**PUD**”) for its property currently located in Ward 1 of the City of Norman. The site is approximately 5.75 acres and is located at 2525 East Lindsey, Norman, Oklahoma, as more particularly described on **Exhibit A**, attached hereto (the “**Property**”). This Mission Norman project is intended to serve Norman residents by providing a variety of uses including church worship, fellowship, office, and related functions, transitional housing, playgrounds, food pantry, a storage barn, and other compatible uses on the Property. The transitional housing component is planned to include nine (9) duplex structures and one (1) quadplex, providing a total of approximately twenty-two (22) dwelling units.

The Applicant is requesting an amendment to the existing PUD to update the approved site plan and permitted uses while maintaining the overall intent and character of the original PUD.

II. **PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS**

A. **Location**

The Property is located generally at 2525 E. Lindsey Street, Norman, OK. A location map is included on the Preliminary Site Development Plan, attached hereto as **Exhibit B**.

B. **Existing Land Use and Zoning**

The Property is currently zoned as a PUD; Planned Unit Development. The Property’s AIM Character Area designation is Suburban and AIM Future Land Use designation is Mixed Use.

C. **Elevation and Topography**

The Property is partially developed with existing buildings. The Property is generally flat, with existing drainage patterns and infrastructure in place to serve the Property.

D. **Drainage**

A drainage report will be prepared as required by the City Staff to illustrate the storm water requirements and solutions planned. The Applicant shall comply with all City ordinances and regulations unless otherwise indicated on the attached development plans.

E. **Utility Services**

The necessary utility services for this project are already located in relative proximity to the Property or shall be extended to the Property, as necessary.

F. Fire Protection Services

Fire Protection services will be provided by the City of Norman Fire Department and by the Applicant as such are required by adopted City codes.

G. Traffic Circulation and Access

Access to the Property shall be permitted in the manner depicted on the attached Preliminary Site Development Plan.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Property is comprised of several different buildings that provide a variety of uses and characteristics such as church worship, fellowship, office, and related functions, transitional housing, playgrounds, food pantry, and a storage barn.

Development of the Property shall be in compliance with the Preliminary Site Development Plan attached hereto, subject to final design development and the modifications permitted under Section 36-509(g) of the City of Norman's PUD Ordinance, as amended from time to time. The Exhibits attached hereto, and as submitted on behalf of the Applicant, are incorporated herein by reference and further depict the development criteria for the Property.

A. Uses Permitted:

A complete list of the allowable uses is attached as **Exhibit C**.

B. Area Regulations:

The setbacks and locations of buildings shall be shown on the accompanying Preliminary Site Plan submittal. The front yard setback shall be a minimum of twenty-five (25) feet. The side yard setback shall be a minimum of five (5) feet. The rear yard setback shall be a minimum of ten (10) feet. If a utility or other public easement is not located within the required building setbacks enumerated above, all buildings shall maintain a minimum setback of one (1') foot from the easement line.

C. Parking:

Parking for the Property may be developed in general compliance with the parking layout shown on **Exhibit E**, attached hereto, subject to final design development and the changes allowed under Section 36-509(g) of the City of Norman's PUD Ordinance, as amended from time to time. The Property shall comply with Norman's applicable parking ordinances, as amended from time to time.

D. Dumpster and Trash Enclosures

Trash may be handled through on-site dumpsters. Trash dumpster will be located as depicted on the Preliminary Site Development Plan or in locations as modified or approved by City sanitation services. A trash compactor(s) and its enclosure(s) may also be located on site to facilitate trash removal. Any dumpster or trash facilities shall be screened within enclosures that are built of materials to be compatible with the building exteriors in the main building.

E. Miscellaneous Development Criteria

1. Site Plan

The Preliminary Site Development Plan for the Property is concurrently submitted with this PUD and shall be incorporated herein as an integral part of the PUD. The development of the Property shall be constructed as presented thereon, subject to final design development and the changes allowed Section 36-509(g) of the City of Norman's PUD Ordinance, as amended from time to time.

2. Open Space/Landscaping

Open space and landscaping shall be located throughout the Property as shown on the Preliminary Open Space Exhibit, attached hereto as **Exhibit D**. The Property is expected to contain approximately three (3) acres of open space comprising approximately sixty percent (60%) of the Property. The Property shall contain drainage and detention solutions that adequately control, contain, and channel stormwater runoff from the Property in accordance with all applicable City ordinances and regulations. Landscape buffers within the Property may be located within and/or may contain utility easements, waterline easements, and drainage easements. Landscaping shall be provided in conformity with the City of Norman ordinances, as amended from time to time. Final landscaping types, quantities, and locations may change during final design and construction.

3. Signage

Signage for all lots shall comply with the City of Norman's applicable commercial signage restrictions, as amended from time to time.

4. Traffic access/circulation/parking and sidewalks

Access to the Property shall be permitted in the manner depicted on the attached Preliminary Site Development Plan. The Property shall comply

with the City of Norman standards to allow for emergency access and fire access as necessary, as such standards may be amended from time to time.

5. Lighting

All exterior lighting shall be installed in conformance with any applicable City of Norman Commercial Outdoor Lighting Standards, as such may be amended from time to time.

6. Fencing

Fencing, such as, by way of example and not limitation, wrought iron, stockade wood, composite, and other fencing types, is permissible but is not required within the Property. The Applicant may file restrictive covenants against the Property to more narrowly tailor architectural review of fencing within the development. The Property may, but is not required to, install perimeter fencing along all or portion of the Property.

7. Phasing

It is anticipated that the Property will be developed in multiple phases. The timing and number of future phases will be determined by market demand and absorption rates.

8. Exterior Materials

Exterior materials of the buildings to be constructed on the Property may be a minimum of eighty percent (80%) brick, wood, glass, stone, synthetic stone, stucco, EIFS, masonry, metal accents, composition shingles, synthetic slate shingles, metal roofs, or other comparable roofing materials, and any combination thereof. The Applicant may file restrictive covenants against the Property to more narrowly tailor architectural review within the development.

EXHIBIT A
Legal Description of the Property

Part of the southwest quarter (SW/4) of the southwest quarter (SW/4) of Section Thirty-Four (34), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

Beginning at the southwest corner of Section 34; thence N89°58'00"E, a distance of 570.00 feet for a point of beginning; thence N00°25'00"W, a distance of 660.00 feet; thence N89°58'00"E, a distance of 420.36 feet; thence S00°25'00"E, a distance of 497.40 feet; thence S89°58'00"W, a distance of 161.36 feet; thence S00°25'00"E, a distance of 162.60 feet; thence S89°58'00"W, a distance of 259.00 feet to the point of beginning.

EXHIBIT B
Site Development Plan
Full Size Documents Submitted to City Staff

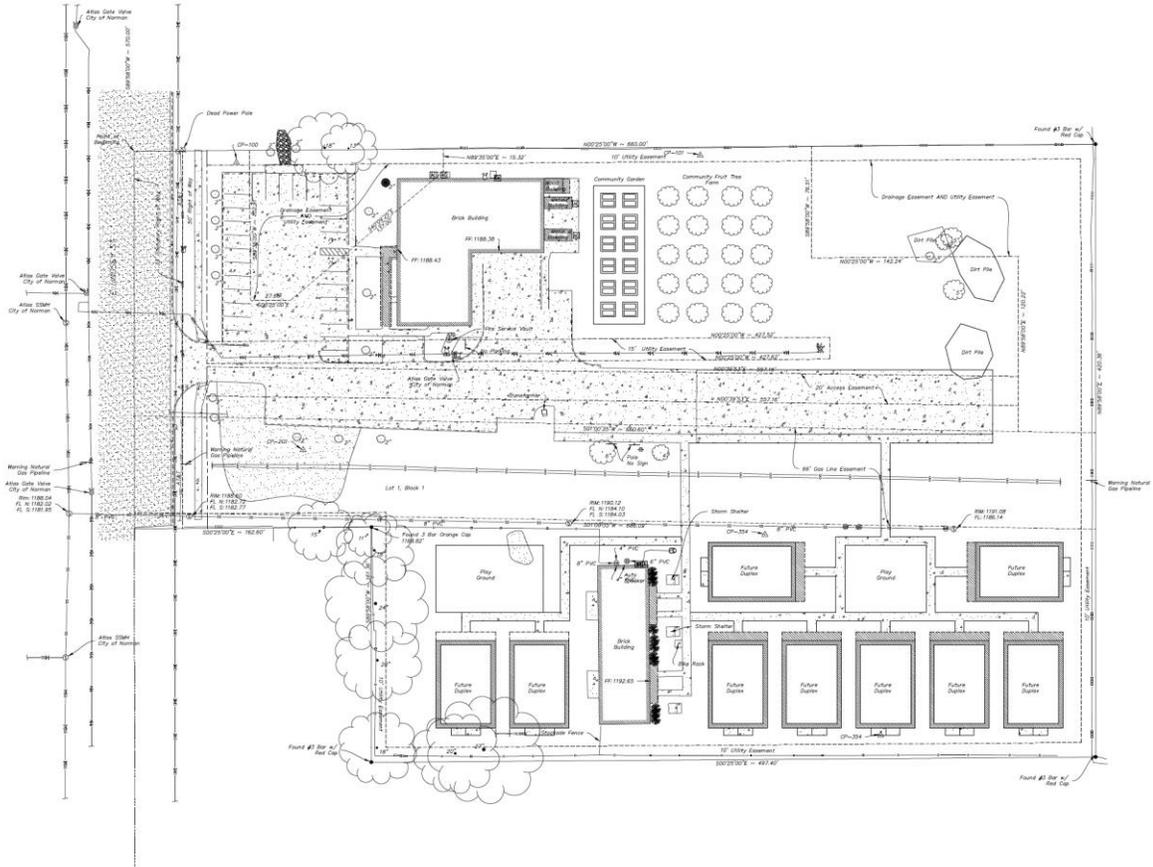


EXHIBIT C
Allowable Uses

- Church worship, fellowship, office, and related functions
- Counseling, Bible study, and ministry activities
- Transitional housing for individuals and families
- Duplex and quadplex residential units
- On-site resident manager housing
- Food storage, preparation, and distribution, including a food pantry
- Laundry facilities serving on-site residents
- Restrooms and shower facilities
- Storage and maintenance facilities for vehicles, equipment, and donations
- Playground and outdoor recreation areas
- Greenhouse and landscaping support activities
- Storage barn and accessory structures related to the permitted uses
- Automobile parking lots

EXHIBIT D

Open Space Exhibit

LEGEND

■ IMPERVIOUS	(90,472 SF)
■ GRASS	(142,451 SF)
■ GRAVEL	(5,330 SF)
TOTAL	(238,253 SF)



MISSION NORMAN

MISSION NORMAN, INC
2525 EAST LINDSEY ST
NORMAN, OK 73071

Parkhill

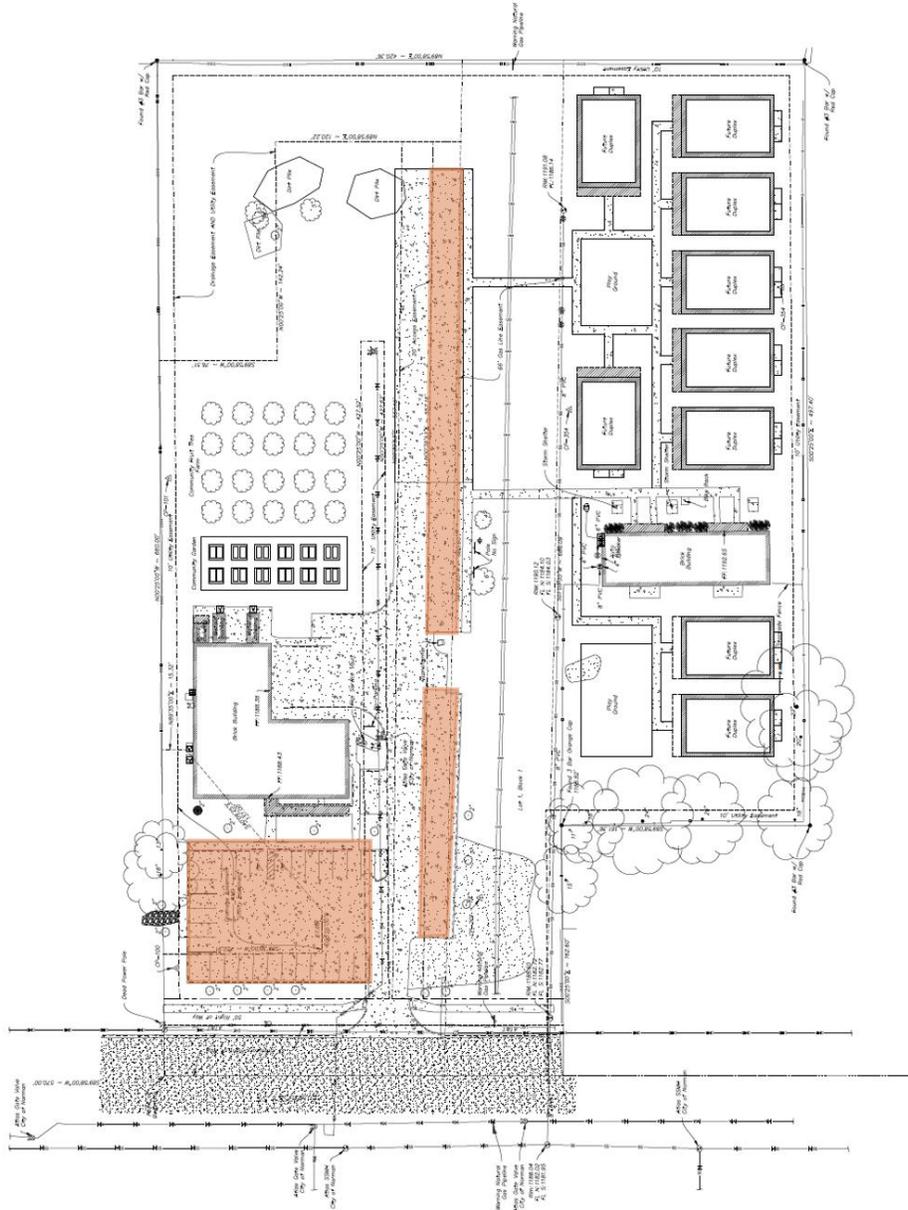
Parkhill.com

OPEN SPACE EXHIBIT

Issue:	REVIEW
Date:	12/11/2025
Project No:	00016.25
Sheet:	D-05

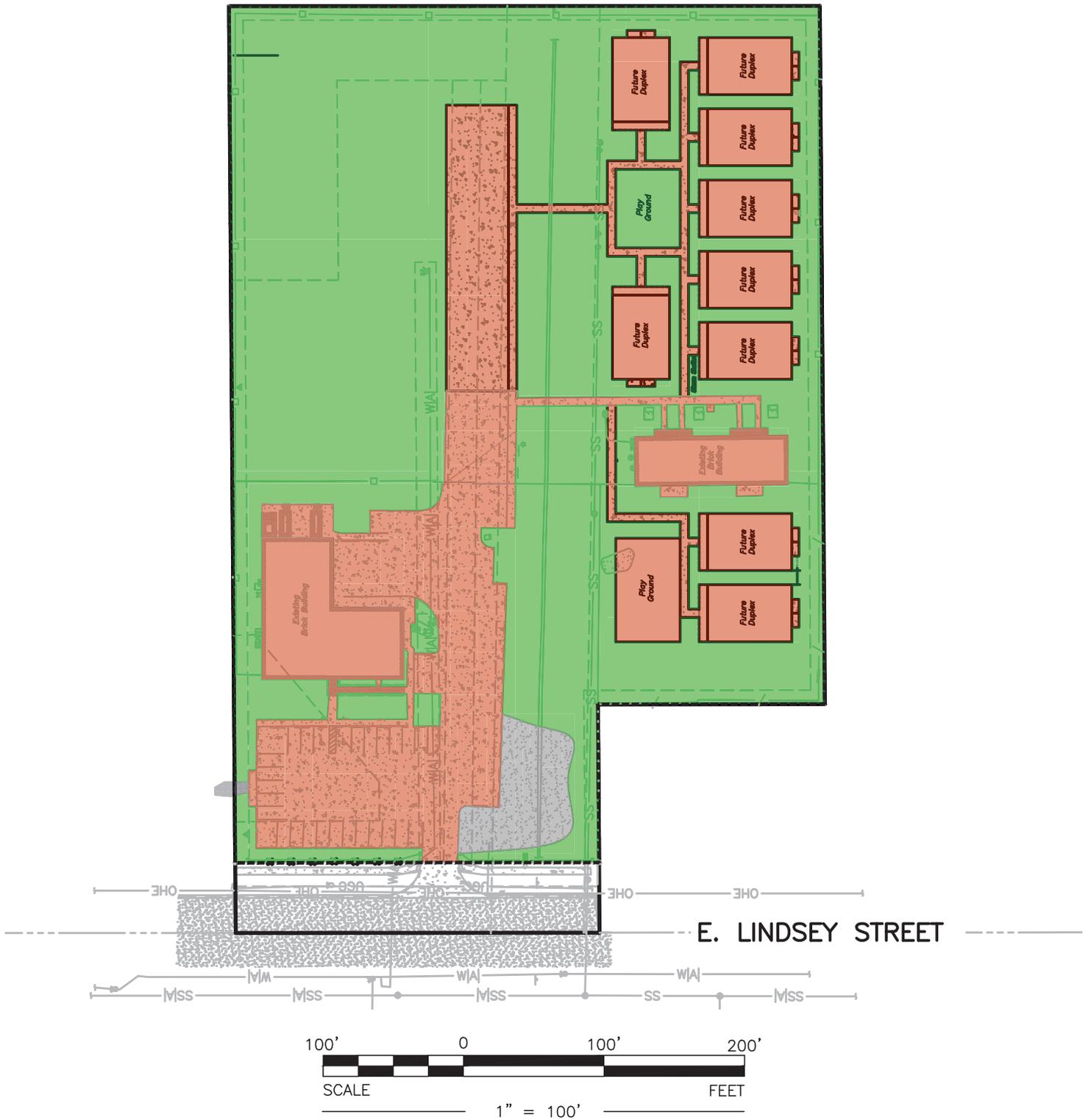
EXHIBIT E

Property Parking Areas



LEGEND

IMPERVIOUS	(90,472 SF)
GRASS	(142,451 SF)
GRAVEL	(5,330 SF)
TOTAL	(238,253 SF)



MISSION NORMAN

MISSION NORMAN, INC
 2525 EAST LINDSEY ST
 NORMAN, OK 73071



Parkhill.com

OPEN SPACE EXHIBIT

Issue:
 Date:
 Project No:
 Sheet:

REVIEW
 12/4/2025
 0 952 5
 D-05

Applicant: Mission Norman, Inc.

Project Location: 2525 E Lindsey St.

Case Number: PD25-31

Time: 5:30 p.m.

Applicant Representative:

Gunner Joyce

Attendees:

Patrick Schrank

Elsie Gowens

Michael Brown

Heidi Smith

City Staff:

Kelly Abell, Planner I

Logan Gray, Planner II

Application Summary:

The applicant, Mission Norman Inc, is requesting an amendment to the existing PUD, Planned Unit Development (O-0910-24). The applicant is proposing a redesign of the previously approved Site Development Plan. This redesign would change the number, location, and type of structures throughout the project site. The proposed amendment would remove one three-bedroom fourplex, three two-bedroom fourplexes, and a barn from the development site. The applicant proposes replacing these buildings with nine duplexes and two playgrounds. The parking spaces along the private road running through the middle of the development site, as well as the parking area on the east side of the property, have been removed.

Neighbors' Comments/Concerns/Responses:

Several neighboring residents were in attendance. Attendees asked if the proposed dwellings were intended for permanent residency or transitional housing, to which the applicant's representative replied that the dwelling units are intended as transitional housing. An attendee asked what the property's current zoning allowed. The applicant's representative explained that similar multifamily uses are currently allowed, but the proposed changes to the site development plan have prompted this rezoning request. An attendee expressed concern that more transitional housing units may attract unwanted nuisances and disruptive individuals to the area. Others commented that the type of housing proposed is necessary and needed in Norman for those with unstable housing or those experiencing homelessness. Another attendee asked if approval of this proposal would make it easier for nearby properties to similarly rezone. The applicant's representative explained that any other properties that wished to rezone would need to go through the same rezoning process.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/11/2025

REQUESTER: Mission Norman, Inc

PRESENTER: Justin Fish, Planner I

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-24: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM A PUD, PLANNED UNIT DEVELOPMENT, AND PLACE SAME IN A PUD, PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (2525 E. LINDSEY STREET, WARD 1)

APPLICANT/REPRESENTATIVE	Mission Norman, Inc/Rieger Sadler Joyce LLC
LOCATION	2525 E Lindsey Street
WARD	1
CORE AREA	No
EXISTING ZONING	PUD, Planned Unit Development
EXISTING LAND USE DESIGNATION	Mixed-Use
CHARACTER AREA	Suburban Neighborhood
PROPOSED ZONING	PUD, Planned Unit Development
PROPOSED LAND USE	No Change
REQUESTED ACTION	Amend the existing PUD Narrative and Site Development Plan

SUMMARY:

The applicant, Mission Norman Inc, is requesting an amendment to the existing PUD, Planned Unit Development (O-0910-24). The applicant is proposing a redesign of the previously approved Site Development Plan. This redesign would change the number, location, and type of structures throughout the project site. The proposed amendment would remove one three-bedroom fourplex, three two-bedroom fourplexes, and a barn from the development site. The applicant proposes replacing these buildings with nine duplexes and two playgrounds.

EXISTING CONDITIONS:

SIZE OF SITE: 5.75 Acres

SURROUNDING PROPERTIES

	Subject Property	North	East	South	West
Zoning	PUD	A-2	A-2	A-2, C-1, & R-1-A	A-2
Land Use	Mixed-Use	Mixed-Use	Mixed-Use & Urban Medium	Mixed-Use	Mixed-Use
Current Use	Residential, Office & Church	Church	Residential (Single-Family)	Church	Vacant

EXISTING ZONING DESIGNATION

PUD, Planned Unit Developments

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 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.

LAND USE DESIGNATION

Mixed-Use (MX)

Urban, compact, walkable pattern. Low to no building spacing and separation of uses. Cultivates vibrant urban areas with an intense mix of uses that not only support residents and employers but leverage their location to attract visitors from throughout the region. For areas requiring retrofit or redevelopment, neighborhood or site master plans should be developed to encourage more efficient and attractive land use along with higher densities.

- Mixed-use areas should have a slightly higher non-residential to residential mix and a predominance of mixed-use structures.
- Gross densities in any single development should be greater than 18 units per acre.

CHARACTER AREA DESIGNATIONS

Suburban Neighborhood Area

Suburban Neighborhood Areas are where suburban residential subdivision development has or is likely to occur (due to availability of water and sewer service). This area is characterized by low pedestrian orientation, existing but limited public transit access, high to moderate degree of building and use separation, predominantly residential with scattered civic buildings and varied street patterns, often curvilinear.

In the future, the neighborhoods with good trail access and connections to surrounding services will likely continue to be highly attractive neighborhoods. Future development should elevate connectivity and traditional neighborhood design (TND).

NEAREST PUBLIC PARK

Creekside Bike Park is located less than half a mile from the site. Eastridge Park is located less than a mile south of the site. Both parks can be accessed using existing sidewalks and crosswalks along East Lindsey Street and 24th Avenue Southeast.

PROCEDURAL REQUIREMENTS:

PRE-DEVELOPMENT:

PD25-31

November 20, 2025

Several neighboring residents were in attendance. Attendees asked if the proposed dwellings were intended for permanent residency or transitional housing, to which the applicant's representative replied that the dwelling units are intended as transitional housing. An attendee asked what the property's current zoning allowed. The applicant's representative explained that similar multifamily uses are currently allowed, but the proposed changes to the site development plan have prompted this rezoning request. An attendee expressed concern that more transitional housing units may attract unwanted nuisances and disruptive individuals to the area. Others commented that the proposed housing type is necessary in Norman for people with unstable housing or experiencing homelessness. Another attendee asked if approval of this proposal would make it easier for nearby properties to similarly rezone. The applicant's representative explained that any other properties that wished to rezone would need to go through the same rezoning process.

REVIEW COMMENTS:

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

CITY DEPARTMENTS

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

FIRE DEPARTMENT

Items related to Fire codes will be addressed at the building permit stage.

BUILDING REVIEW

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

PUBLIC WORKS/ENGINEERING

The subject property is platted as part of Mission Norman Addition. No additional subdivision is required.

TRANSPORTATION ENGINEER

The subject property is platted, therefore a report from the Transportation Engineer is not required for this development.

PLANNING

ZONING CODE CONSIDERATIONS

Purpose – PUD, Planned Unit Development

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

- A maximum choice in the types of environment and living units available to the public.
- Provision of more usable and suitably located open space, recreation areas, or other common facilities than would otherwise be required under conventional land development regulations.
- Maximum enhancement and minimal disruption of existing natural features and amenities.
- Comprehensive and innovative planning and design of diversified developments which are consistent with the Comprehensive Plan, including the Land Use Plan, and remain compatible with surrounding developments.
- More efficient and economic use of land resulting in smaller networks of utilities and streets, thereby lowering costs.
- Preparation of more complete and useful information which will enable the Planning Commission and City Council to make more informed decisions on land use. The PUD, Planned Unit Development regulations are designed to provide for small- and large-scale developments incorporating a single type or a variety of residential, commercial, industrial and related uses which are planned and developed as a unit. Such development may consist of individual lots, or it may have common building sites. Private or public common land and open space must be an essential, major element of the development, which is related to, and affects, the long-term value of the homes and other development. A planned unit development shall be a separate entity with a distinct character that respects and harmonizes with surrounding development.

*The applicant requests an amendment to the property's existing PUD to redesign the previously approved Site Development Plan. The most significant changes to the Site Development Plan are the removal of a barn, multiple residential buildings, and parking spaces. The amendment to the Site Development Plan would replace these structures with several duplexes. This proposal remains **consistent** with the surrounding area.*

Uses Permitted

- The intended uses for the project site include, but are not limited to church worship, transitional housing, a food pantry, and office uses. A complete list of allowable uses can be found within the attached PUD Narrative as Exhibit C.

This PUD, Planned Unit Development, proposes a mixed-use development that includes church, residential, and office uses. All the proposed uses will support Mission Norman's

operations. This proposal is **consistent** with the surrounding area, as there are existing churches to the north of this subject tract and to the south across East Lindsey Street. Multi-family residential uses do not abut the subject property; however, they are present in the surrounding area.

Area Regulations

- All setbacks and coverages for the property will conform to the requirements of the RM-2, Low-Density Apartment District (as amended from time to time).
 - The front yard setback shall be a minimum of 25’.
 - The side yard setback shall be a minimum of 5’.
 - The rear yard setback shall be a minimum of 10’.
 - If a utility or other public easement is not located within the required building setbacks enumerated above, all buildings shall maintain a minimum setback of one foot from the easement line.

The proposed development is to conform to the area regulations of the RM-2, Low-Density Apartment District, with the exception of a ten-foot rear yard setback. For this reason, the proposed area regulations are **inconsistent** with the surrounding properties, which are zoned C-1, Local Commercial District, and R-1-A, Single-Family Attached Dwelling District, and A-2, Rural Agricultural District. Building setbacks under these districts are greater than those proposed for this development.

Height Regulations

- Height regulations for this site will conform to the requirements of the RM-2, Low-Density Apartment District.

The proposed development will conform to the requirements of the RM-2, Low-Density Apartment District. The RM-2 District allows for a maximum allowable height of three stories. Varied heights are allowed in the surrounding area, ranging from three stories in the R-1-A District, two and a half stories or 35’ in the C-1 District, and no maximum height requirement in the A-2 District. The proposed development is **consistent** with the surrounding allowances in the area.

Open Space

- The Property is expected to contain approximately three acres of open space comprising approximately sixty percent of the property.

Approximately 60% of the development site will be open space. The proposed amount of open space exceeds the required minimum of 10% to 15% under the City’s Section 36-509, PUD, Planned Unit Developments. This open space proposal is **consistent** with surrounding developments.

Traffic Access, Circulation, Parking and Sidewalks

- Access to the property shall be permitted in the manner depicted on the attached Site Development Plan. The property shall comply with the City of Norman standards to allow for emergency access and fire access as necessary, as such standards may be amended from time to time. Parking for the Property shall be developed in compliance with the parking layout shown on Exhibit E, attached hereto, subject to final design

development and the changes allowed under Section 36-509(g) of the City of Norman's PUD Ordinance. The Property shall comply with Norman's applicable parking ordinances.

*There is one access point from East Lindsey Street shown on the Site Development Plan. Walkways and a parking area are also shown on the Site Development Plan. For these reasons, the proposal is **consistent** with City regulations. Parking is shown on Exhibit E of the PUD Narrative.*

Landscaping

- Landscaping shall be in conformity with the City of Norman ordinances, as amended from time to time.

*The proposed development is **consistent** with the regulations found under Section 36-551, Landscaping Requirements For Off-Street Parking Facilities.*

Lighting

- All exterior lighting shall be installed in conformance with any applicable City of Norman Commercial Outdoor Lighting Standards, as such may be amended from time to time.

*The proposed development is **consistent** with the regulations found under Section 36-549, Commercial Outdoor Lighting Standards.*

Signage

- Signage for all lots shall comply with the City of Norman's applicable commercial signage restrictions, as amended from time to time.

*The proposed development is **consistent** with the regulations found under Chapter 28, Sign Regulations.*

Screening

- Fencing may be installed but is not required within the property. The applicant may file restrictive covenants against the property to more narrowly tailor architectural review of fencing within the development. The subject tract may install perimeter fencing along all or portion of the property but the PUD does not require it.

The proposed development does not require fencing; however, fencing may be permitted, provided it complies with the regulations under Section 36-552, Fencing, Walls, And Screening.

Exterior Materials

- Exterior materials of the building to be constructed on the property may be brick, wood, glass, stone, synthetic stone, stucco, EIFS, masonry, metal accents, composition shingles, synthetic slate shingles, metal roofs, or other comparable roofing materials, and any combination thereof. The applicant may file restrictive covenants against the subject property to more narrowly tailor architectural review within the development.

*The listed materials and percentages are **consistent** with the requirements found within Section 36-547, Exterior Appearance of the Zoning Ordinance.*

Sanitation/Utilities

- Trash may be handled through on-site dumpsters. Trash dumpster will be located as depicted on the Preliminary Site Development Plan or in locations as modified or approved by City sanitation services. A trash compactor(s) and its enclosure(s) may also be located on site to facilitate trash removal. Any dumpster or trash facilities shall be screened within enclosures that are built of materials to be compatible with the building exteriors in the main building. Locations of dumpsters and/or compactors shall be such that allows for proper ingress and egress for City sanitation vehicles in accordance with the EDC.

*The locations and designs of sanitation facilities are **consistent** with the requirements of the City of Norman's Engineering & Design Criteria and Utilities Department.*

Phasing

- It is anticipated that the property will be developed in multiple phases. The timing and number of future phases will be determined by market demand and absorption rates.

*The applicant stated that the property will be developed in multiple phases; however, no timeline has been presented. Additionally, the applicant has not produced an exhibit depicting the development's expected phasing. For these reasons, the development is **inconsistent** with the phasing requirements of Section 36-509, PUD, Planned Unit Developments.*

COMPREHENSIVE PLAN CONSIDERATIONS

Character Area Policies

General Policies

Residential Policies

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

*The development will feature transitional multi-family residential structures containing 22 dwelling units in approximately ten buildings, with a maximum height of three stories. There will be one quadplex and nine duplex structures. The development is **consistent** with the Residential Character Area General Policies.*

Non-Residential

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

*The development proposes an 80% masonry requirement for all structures built within the development site. Additionally, internal pedestrian networks between buildings are shown on the Site Development Plan. For these reasons, the proposed development is **consistent** with the non-residential Character Area General Policies.*

Suburban Neighborhood Areas Policies

- Infrastructure extensions should occur incrementally, and new developments must connect to City water and sewer, which may require extension of lines.
- Protect drainageways in accordance with WQPZ ordinance within new development and expand their use for public trail access.
 - Treat water quality volume from runoff for volume recommended in stormwater master plan and in accordance with EDC Section 7000.
 - The open spaces created around drainageways should be connected when feasible to create wildlife corridors.
- Reduce the impact of higher intensity uses to adjacent lower intensity uses with screening and landscaping. Native landscaping is encouraged.
 - Prioritize preservation of existing mature street trees.
- Promote a mix of housing types, including accessory dwelling units, and new, well-designed similarly scaled multi-unit residences to increase neighborhood density and income diversity.
 - Priority for higher density, mixed-income, and affordable housing opportunities should be assigned to locations with multi-modal transportation access and capacity.
 - Based on associated Land Use, housing typologies of all intensity levels are appropriate within the Suburban Character area.
- Encourage:
 - More mixing of uses, including neighborhood services, job centers, and residential uses of similar intensities.
 - Retrofitting existing commercial and retail strip development in areas that are likely to undergo renovation or potential demolition in the life of this plan.
 - Civic, cultural uses, entertainment establishments that will promote community interaction and public open space.
- As streets move further from the center of the Core Neighborhood Character Area and parcel sizes and development patterns work against pedestrian circulation, focus should shift to vehicular safety, corridor appearance and traffic speeds while still providing basic access and safety for pedestrians and bicyclists. Transportation accommodations should:
 - Ensure interconnectivity between developments for local and collector streets.
 - Provide access to trails with all new development, when feasible to integrate trail plans outlined in the Transportation and Park Master Plans into developments.
 - Connect streets between land uses and include complete street approaches for undeveloped sites.
 - Use the most recent Transportation Master Plan to fill pedestrian system gaps along streets, to trails, and within developments.
 - Encourage network of multi-modal transportation options to neighborhood centers and local mixed-use developments.

*The proposed development is **consistent** with the Suburban Neighborhood Area Policies because it promotes a mix of uses, connects to City infrastructure, and provides housing in the area, thereby increasing neighborhood density and diversity.*

Land Use Development Policies

Mixed-Use Land Use

- Urban, compact, walkable pattern. Low to no building spacing and separation of uses. Cultivates vibrant urban areas with an intense mix of uses that not only support residents and employers but leverage their location to attract visitors from throughout the region. For areas requiring retrofit or redevelopment, neighborhood or site master plans should be developed to encourage more efficient and attractive land use along with higher densities.
 - Mixed-use areas should have a slightly higher non-residential to residential mix and a predominance of mixed-use structures.
 - Gross densities in any single development should be greater than 18 units per acre.

*The proposed development is **inconsistent** with the Mixed-Use Land Use policies. While the development includes a mix of church, office, and residential uses, it does not feature a higher number of non-residential uses to residential uses. This development has existed since before the adoption of the AIM Norman Comprehensive Land Use Plan and is not able to meet the Mixed-Use Land Use policies without significant revisions to the originally approved development concept.*

Building Types

- Medium and Small-scale 3 to 5-story buildings are common. Within existing developed areas, buildings may go up to 2-stories higher than surrounding properties.
- Multi-unit structures are the priority, but a variety of residential uses including townhomes, walk-ups, apartments, lofts, condominiums are present.
- Mixed-use buildings that include retail, work-spaces, and residences are the most common.
- Public and private spaces (i.e. balconies, recreational roof decks, outdoor dining, etc.) are clearly defined and cultivate a sense of place.
- Single-use buildings are limited. Large single-use, single-story structures are not appropriate.

*The proposed development is **inconsistent** with the Mixed-Use Land Use policies because it primarily features single-use buildings rather than having residential uses located in the same buildings as the church and office uses. As stated before, this development has existed since before the adoption of the AIM Norman Comprehensive Land Use Plan and is not able to meet the Mixed-Use Land Use policies without significant revisions to the originally approved development concept.*

Site Design

- The scale and layout of the built environment is conducive to walking. Trails and pathways are integrated throughout developments to connect to parks, neighborhoods, and community destinations.
- Single-use commercial and single-use multi-unit residential developments without connections to neighboring properties and uses disturb the development pattern and should be limited or avoided altogether.
- Design features, such as street/sidewalk level windows, should make larger scale structures appropriate at the pedestrian level.

- Street trees should form a continuous urban canopy over public areas and rights of-way.
- Residential developments should include trails or side paths that facilitate resident movement and encourage resident interactions.
- Stormwater to be addressed at the project level, but designed as part of a larger neighborhood or sub-basin system and, when possible, function as an amenity to the development.
- Site layout should take every opportunity to maximize the public infrastructure available in this area.

*The development proposes interconnectivity through walkways shown on the Site Development Plan. The west side of the development contains office uses, church uses, and a community garden. The east side of the development contains transitional housing uses and two playgrounds. Parking is present throughout the development as shown on Exhibit E of the PUD Narrative. The development is **consistent** with the Mixed-Use Land Use policies.*

Transportation

- This area features a dense grid of streets and sidewalks. A full street hierarchy provides a variety of connections and route choices to people moving to, through, and within the area. Parking should not be prominent, but rather it should be obvious that this area is designed to be a park-once environment. Shared parking is prevalent, with limited private parking options, which are screened from view of the right-of-way. Most of these areas have, or will have, easy access to public transportation (adjacent to or less than one quarter-mile walk of a stop). A future rail transit service is possible near some locations. It should be comfortable for users of all ages and abilities to move through this area safely. Access and connections to the regional trail network are vital assets to this land use.

*The development is **inconsistent** with the Mixed-Use Land Use Transportation policy because it does not provide connections to adjacent properties as a single-site development. The nearest transit stop is a half mile from the development.*

Utility Access

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

*The proposed development has access to City utilities and is **consistent** with Utility Access policies.*

Public Space

- Appropriately scaled public spaces including small parks, plazas, parklets, regional trail connections, and walking paths. Pedestrian amenities are commonly integrated into public and private projects.

*The development is **consistent** with the Mixed-Use Land Use policy because the development site proposes walkways, playgrounds, and a community garden.*

Neighborhood and/or Special Area Plans

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

UTILITIES

AIM NORMAN PLAN CONFORMANCE

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

SOLID WASTE MANAGEMENT

Proposed development meets requirements for City streets and provides access for solid waste services.

WATER/WASTEWATER AVAILABILITY

Water Availability

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

Wastewater Availability

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

ALTERNATIVES/ISSUES:

IMPACTS: This amendment to the existing PUD proposes changes to the Site Development Plan that would increase the number of residential structures on the development site while maintaining the same number of dwelling units as the original proposal. The proposed amendment to the Site Development Plan is not expected to generate more traffic than what was originally approved. This is because the changes to the Site Development Plan do not increase the total number of dwelling units for the development.

Mission Norman is an existing development that was approved by the City of Norman's City Council prior to the adoption of the AIM Norman Comprehensive Land Use Plan. The original design of the development does not entirely align with the policies of AIM Norman. The proposed development is consistent with the AIM Norman Comprehensive Land Use Plan by promoting a mix of uses, internal walkways, providing landscaping along East Lindsey Street, including housing opportunities, and preserving open space. However, the development is inconsistent with the AIM Norman Comprehensive Land Use Plan in that it proposes single-use buildings and a higher ratio of residential to non-residential structures.

CONCLUSION:

Staff forwards this request for amendment to PUD, Planned Unit Development District, O-0910-24, to a PUD, Planned Unit Development District, O-2526-24, to the Planning Commission for consideration and recommendation to City Council.

Mission Norman Rezoning

6. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-24: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM A PUD, PLANNED UNIT DEVELOPMENT, AND PLACE SAME IN A PUD, PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (2525 E. LINDSEY STREET, WARD 1)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Location Map
3. PUD Narrative
4. Property Parking Areas
5. Open Space Exhibit
6. Pre-Development Summary

Staff Presentation

Lora Hoggatt, Planning Services Manager, presented the staff report.

Commissioner Jablonski stated that the application does not appear to meet the City's phasing requirements and asked how far it is from meeting those requirements. Ms. Hoggatt explained that, by ordinance, applicants are required to outline a phasing plan in a Planned Unit Development (PUD). She noted that this can be challenging because Mission Norman relies on donations for funding, but staff is still required to identify what requirements are and are not being met.

Applicant Presentation

Ben LaCourse, representative of the applicant, provided an overview of the project.

Commissioner Jablonski stated that the plan looks very nice, with wonderful green space and a high level of quality. He then asked, in relation to phasing, whether Mission Norman had a rough idea of how quickly the project might be built out. Mr. LaCourse responded that there is no exact timeline, but that Mission Norman is a very healthy organization and intends to move forward quickly.

Public Comments

There were no public comments.

Planning Commission Discussion

Motion made by Commissioner McKown, Seconded by Commissioner McClure.

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Commissioner Bird, Commissioner Jablonski, Commissioner McDaniel

Planning Commission recommended approval of Ordinance O-2526-24.

36th North, LLC Rezoning and Utility Easement Closure

8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-25: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE THE LOT 1, BLOCK 1 OF 36TH NORTH BUSINESS PARK AND A REPLAT OF LOT 1, BLOCK 1 OF S.C.M.C. ADDITION AND LOT 6, BLOCK 1, OF BROCE INDUSTRIAL PARK OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM A PUD, PLANNED UNIT DEVELOPMENT, AND PLACE SAME IN A PUD, PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED EAST OF 36TH AVENUE N.W. APPROXIMATELY ONE-HALF MILE NORTH OF ROCK CREEK ROAD; WARD 8)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Location Map
3. PUD Narrative
4. Site Development Plan
5. Development Area Exhibit
6. Pre-Development Summary

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMNENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-26: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING SPECIFIC FIFTEEN-FOOT (15') UTILITY EASEMENTS WITHIN LOT 1, BLOCK 1, 36TH NORTH BUSINESS PARK, A PLANNED UNIT DEVELOPMENT, NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (EAST OF 36TH AVENUE N.W. APPROXIMATELY ONE-HALF MILE NORTH OF ROCK CREEK ROAD; WARD 8)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Request to Close Platted Utility Easements Memo

Staff Presentation

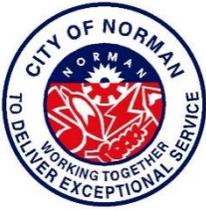
Lora Hoggatt, Planning Services Manager, presented the staff report.

Applicant Presentation

Sean Rieger, representative of the applicant, provided an overview of the project.

File Attachments for Item:

38. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-25 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOT 1, BLOCK 1 OF 36TH NORTH BUSINESS PARK AND A REPLAT OF LOT 1, BLOCK 1 OF S.C.M.C. ADDITION AND LOT 6, BLOCK 1, OF BROCE INDUSTRIAL PARK OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM A PUD, PLANNED UNIT DEVELOPMENT, AND PLACE SAME IN A PUD, PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED EAST OF 36TH AVENUE N.W. APPROXIMATELY ONE-HALF MILE NORTH OF ROCK CREEK ROAD; WARD 8)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/27/2026

REQUESTER: 36 North, LLC

PRESENTER: Jane Hudson, Planning & Community Development Director

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-25 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOT 1, BLOCK 1 OF 36TH NORTH BUSINESS PARK AND A REPLAT OF LOT 1, BLOCK 1 OF S.C.M.C. ADDITION AND LOT 6, BLOCK 1, OF BROCE INDUSTRIAL PARK OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM A PUD, PLANNED UNIT DEVELOPMENT, AND PLACE SAME IN A PUD, PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED EAST OF 36TH AVENUE N.W. APPROXIMATELY ONE-HALF MILE NORTH OF ROCK CREEK ROAD; WARD 8)

APPLICANT/REPRESENTATIVE	36 North, LLC/Rieger Sadler Joyce, LLC
LOCATION	East of 36 th Ave. NW approximately one-half mile north of Rock Creek Rd.
WARD	8
CORE AREA	No
EXISTING ZONING	PUD, Planned Unit Development
EXISTING LAND USE DESIGNATIONS	Commercial and Interchange Mixed Use
CHARACTER AREA	Corridor (In-Town)
PROPOSED ZONING	PUD, Planned Unit Development
PROPOSED LAND USE	No Change

REQUESTED ACTION

Amend the existing PUD to allow more commercial uses, allow more multi-family residential units, and amend the adopted site plan.

SUMMARY:

The applicant, 36 North, LLC, is requesting an amendment to the existing PUD, Planned Unit Development (O-1314-16). The proposed amendment will change the site plan to allow for a modernized layout. It will also update the development regulations, allow more commercial and office uses, including gas stations, short-term rentals, and vocational and trade schools, allow more multi-family residential units, and amend the Revised Final Site Development Plan.

EXISTING CONDITIONS:

SIZE OF SITE: 19.96 Acres

SURROUNDING PROPERTIES

	Subject Property	North	East	South	West
Zoning	PUD	I-1	I-1	A-2 & I-1	R-1 & R-M-6
Land Use	Commercial & Interchange Mixed Use	Commercial & Interchange Mixed Use	Interchange Mixed Use	Commercial & Interchange Mixed Use	Urban Medium
Current Use	Commercial	Industrial	Commercial, Industrial, & Civic	Industrial & Commercial	Residential (Single-Family)

EXISTING ZONING DESIGNATION

PUD, Planned Unit Development

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

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

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

LAND USE DESIGNATIONS

Interchange Mixed-Use

Characterized by major community and regional commercial developments that are large in scale and have high traffic impact. Efficient, walkable pattern of development with variety in commercial arrangements. Moderate building spacing and separation of uses. Allowances for commercial activities that draw from a regional level; neighborhood services are less common.

- Interchange Mixed-Use areas should be predominately non-residential with minimal residential uses at compatible densities.
- Gross densities in any single development should be greater than 18 units per acre.

Commercial

Efficient, walkable pattern of development with a variety in commercial arrangements. Moderate building spacing and separation of uses. Allowances for commercial activities that draw from a regional level, while still supporting neighborhood services. Primarily featuring retail establishments that have a large trade area and are auto-centric in design. The large retail site often acts as an attractor to other activities that rely on pass-by vehicle trips.

- Predominately non-residential uses with a smaller percentage of residential uses at compatible densities and scales.

CHARACTER AREA DESIGNATION

Corridor Areas

Corridor Areas are developed or undeveloped land on both sides of a roadway; primarily designated, although not limited to, commercial and mixed-use development with auto-centric design. Scale and location affect the type and intensity of these uses. Corridor character is determined by scale and is recognized in three main areas. (Gateway, In-Town, and Downtown)

In-Town Corridors

Arterial streets servicing neighborhood needs including commercial, residential, civic, and recreational uses. Already or likely to experience uncontrolled strip development if growth is

not properly managed. Anticipating high public transit access, including stops and shelters in locations safe for passengers and operations. These corridors are managed under Suburban Neighborhood Character Area policies and Action Items.

NEAREST PUBLIC PARK

Berkeley Park is located approximately 0.2 miles west of the development site within the Berkeley Addition neighborhood, which is across 36th Ave. NW from the subject property. The park is on the south side of Astor Dr. There does not appear to be a designated safe pedestrian crossing at this location on 36th Ave. NW.

The Norman Board of Parks Commissioners, on March 6, 2008, recommended fee in lieu of park land if any of the proposed residential development occurs. This decision still applies to the proposed development.

PROCEDURAL REQUIREMENTS:

PRE-DEVELOPMENT:

PD25-22

August 28, 2025

Several neighboring residents were in attendance and shared concerns primarily related to traffic, lighting, and the green space located south of the project site. Specifically, neighbors expressed that introducing additional commercial uses could exacerbate existing traffic congestion in the area. There were also numerous questions regarding lighting, particularly the potential impact of commercial and parking area lights, including light spillover into adjacent residential properties. In addition, residents raised concerns about the small green space immediately south of the site, with particular attention to the preservation of existing trees and vegetation. The applicant's representative acknowledged these concerns and committed to relaying them to the developer for further consideration. City staff also clarified that, at the building permit stage, compliance with commercial lighting standards will be required, including the use of full cut-off fixtures and submission of a photometric plan to prevent light spillover onto adjacent properties.

REVIEW COMMENTS:

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

CITY DEPARTMENTS

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

FIRE DEPARTMENT

Items related to Fire codes will be addressed at the building permit stage.

BUILDING REVIEW

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

PUBLIC WORKS/ENGINEERING

The subject property is platted as 36th North Business Park. No additional subdivision is requested. There are no additional comments from Public Works/Engineering.

TRANSPORTATION ENGINEER

The subject property is platted, therefore a report from the Transportation Engineer is not required for this development. There are no additional comments from the Transportation Engineer.

PLANNING

ZONING CODE CONSIDERATIONS

PUD, Planned Unit Development

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

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

*The applicant requests an amendment to the existing PUD to expand the allowed commercial and office uses, including gas stations, short-term rentals, and vocational and trade schools, allow more multi-family residential units, and amend the adopted site development plan. This proposal remains **consistent** with the purpose of the existing PUD.*

Uses Permitted

- The Property will be developed as a mixed-use development, featuring commercial, office, retail, and multi-family residential uses. A complete list of the allowable uses may be found in Exhibit C of the PUD Narrative.

*The proposed PUD amendment proposes a mixed-use development of 21 buildings in addition to the three existing, allowing for commercial, office, and multi-family residential uses. The submitted Revised Final Site Development Plan shows 15 buildings with 220 total multi-family residential units. The remaining five buildings are located along the northern edge of the development site and may contain commercial, office, or residential uses. The proposed PUD amendment removes the current PUD's restriction of commercial uses to the ground floor only. The proposed uses are **consistent** with surrounding zoning, as the development site abuts industrial and commercial uses to the north, south, and east, and single-family residential uses to the west across 36th Ave. NW.*

Area Regulations

- **Setback off 36th Ave NW:**
All buildings within the Property that front 36th Ave NW shall have a minimum twenty-five (25') foot building setback from the property line fronting 36th Ave NW.
- **Setback off of North Property Line:**
All buildings within the Property that abut the neighboring property located to the North of the Property shall have a minimum fifteen (15') foot building setback from the North property line.
- **Setback off of South Property Line:**
All buildings within the Property that abut the neighboring property located to the South of the Property shall have a minimum fifteen (15') foot building setback from the South property line.
- **Setback off of East Property Line:**
All buildings within the Property that abut the neighboring property located to the East of the Property shall have a minimum twenty-five (25') foot building setback from the East property line.
- **Setback off of Utility Easements:**
If a utility or other public easement is not located within the required building setbacks enumerated above, all buildings shall maintain a minimum setback of one (1') foot from the easement line.
- **No Other Setbacks:**
Except for the building setbacks enumerated above, there shall be no other required setbacks for the buildings located within the Property to allow for a flexible development of the Property over time.

The proposed front setback from the western property line, which abuts 36th Ave. NW, is 25'. The proposed side setbacks from the north and south property lines are 15'. The proposed rear setback from the east property line is 25'. The proposed setback from utility easements is 1' from the easement line. These setbacks are largely **consistent** with the surrounding zoning districts, meeting or exceeding most of their setback regulations with the exception of the A-2 district to the south of the subject property, which has greater setbacks than those proposed by this PUD amendment.

Height Regulations

- The maximum height for any building on the Property shall be five (5) stories.

The proposed five-story building height maximum is **consistent** with the height regulations for the surrounding zoning districts with the exception of R-1, which does not allow for building heights over three stories.

Open Space

- Open space and landscaping shall be located throughout the Property as shown on the attached Green Space Exhibit, Exhibit D of the PUD Narrative. The Property shall contain drainage and detention solutions that adequately control, contain, and channel stormwater runoff from the Property in accordance with all applicable City ordinances and regulations.

Open space in the proposed development is detailed in the Green Space Exhibit, attached to the proposed PUD Narrative. The total proposed open space is 27% of the total area. This exceeds the required 10% to 15% open space requirement under Section 36-509, PUD, Planned Unit Developments. The open space will contain stormwater drainage and detention to control runoff in accordance with City regulations. For these reasons, the open space is **consistent** with the surrounding area.

Traffic Access, Circulation, Parking and Sidewalks

- Access to the property shall be permitted in the manner depicted in the attached Revised Final Site Development Plan. Sidewalks shall be provided in conformity with the City of Norman ordinances.
- The Property shall comply with Norman's applicable parking ordinances.

The proposed development will be accessed by the two existing drives on 36th Ave NW, and by a connection to Broce Ct. to the east. There are 783 parking spaces shown on the Revised Final Site Development Plan, which exceeds the minimum recommended off-street parking spaces of Section 36-548, Off-Street Parking Requirements. Although the proposed off-street parking aligns closely with the required off-street parking spaces for single and two-family residential uses, Section 36-509, PUD, Planned Unit Developments, states that off-street parking should generally follow the regulations outlined in Section 36-548, Off-Street Parking. Sidewalks will be provided throughout the development and will connect the multi-family residential uses to existing public pedestrian infrastructure. For these reasons, the proposed development is **consistent** with City regulations.

Landscaping

- Open space and landscaping shall be located throughout the Property as shown on the attached Green Space Exhibit, Exhibit D of the PUD Narrative. The Property shall contain drainage and detention solutions that adequately control, contain, and channel stormwater runoff from the Property in accordance with all applicable City ordinances and regulations.

*Landscaping will be provided throughout the development site. The proposed landscaping and open space are **consistent** with City regulations.*

Signage

- Signage for the Property shall comply with the City of Norman's applicable commercial signage restrictions, as amended from time to time. In addition to the signages allowed by the applicable commercial signage restrictions, the Property may contain a maximum of four (4) development signs advertising the name of the development and/or any tenants, owners, users, services, or locations within the development (the "Development Signs"). Two of the Development Signs are existing and are shown on the Revised Final Site Development Plan. The two additional Development Signs may be placed anywhere within the Property as long as such sign is not located within an applicable sight triangles or City easement (unless permission has been granted by the City through a consent to encroachment or similar instrument). Each Development Sign may be a maximum of 150 square feet per side, each sign having no more than two (2) sides.

*The proposed development is **consistent** with the City's signage regulations, as it is proposing commercial signage regulations for commercial uses.*

Screening

- The Property may, but is not required to, install perimeter fencing along all or portion of the Property. Fencing, if any, shall not exceed eight (8) feet in height, unless the written consent of the abutting property owner is secured, or the Board of Adjustment approves the height, location, and materials as a special exception.

*The proposed development is **consistent** with the requirements under Section 36-552, Fencing, Walls, And Screening, as the development does not abut any districts or uses that would require screening.*

Exterior Materials

- Exterior materials of the building to be constructed on the Property may be a minimum of eighty percent (80%) brick, wood, glass, stone, synthetic stone, stucco, EIFS, masonry, metal accents, composition shingles, synthetic slate shingles, metal roofs, or other comparable roofing materials, and any combination thereof.

*The proposed exterior materials are **consistent** with the requirements under Section 36-547, Exterior Appearance of the Zoning Ordinance, which states that commercial or non-residential buildings within a PUD must have exterior walls of at least 80% masonry or other structural material of equal durability and architectural effect.*

Sanitation/Utilities

- The necessary utility services for this project are already located in relative proximity to the Property or shall be extended to the Property, as necessary.
- Trash may be handled through on-site dumpsters. A trash compactor(s) and its enclosure(s) may also be located on site to facilitate trash removal. Any dumpster or trash facilities shall be screened within closures that are built of materials to be compatible with the building exteriors in the main building and constructed to City Standards.

*The proposed development will be **consistent** with all applicable City of Norman utilities standards.*

COMPREHENSIVE PLAN CONSIDERATIONS

Character Area Policies

General Policies

Residential Policies

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

*The proposed development is **consistent** with the Character Area General Residential Policies because it promotes a type of housing and density that is not common in the surrounding area. The multi-family residential portion of the development proposes multi-family housing with open space in between to avoid the appearance of identical homes.*

Non-Residential Policies

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

*The proposed development is **consistent** with the Character Area General Non-Residential Policies, as it will incorporate high-quality building materials, and any loading areas will be located to the rear of buildings. The development does not propose any parking garages. Sidewalks will be provided throughout the development for pedestrian circulation and connection to existing public pedestrian infrastructure.*

Corridor Areas (In Town) Policies

- Infrastructure extensions should occur incrementally, and new developments must connect to City water and sewer, which may require extension of lines.
- Protect drainageways in accordance with WQPZ ordinance within new development and expand their use for public trail access.
 - Treat water quality volume from runoff for volume recommended in stormwater master plan and in accordance with EDC Section 7000.
 - The open spaces created around drainageways should be connected when feasible to create wildlife corridors.
- Reduce the impact of higher intensity uses to adjacent lower intensity uses with screening and landscaping. Native landscaping is encouraged.
 - Prioritize preservation of existing mature street trees.
- Promote a mix of housing types, including accessory dwelling units, and new, well-designed similarly scaled multi-unit residences to increase neighborhood density and income diversity.
 - Priority for higher density, mixed-income, and affordable housing opportunities should be assigned to locations with multi-modal transportation access and capacity.
 - Based on associated Land Use, housing typologies of all intensity levels are appropriate within the Suburban Character area.
- Encourage:
 - More mixing of uses, including neighborhood services, job centers, and residential uses of similar intensities.
 - Retrofitting existing commercial and retail strip development in areas that are likely to undergo renovation or potential demolition in the life of this plan.
 - Civic, cultural uses, entertainment establishments that will promote community interaction and public open space.
- As streets move further from the center of the Core Neighborhood Character Area and parcel sizes and development patterns work against pedestrian circulation, focus should shift to vehicular safety, corridor appearance and traffic speeds while still providing basic access and safety for pedestrians and bicyclists. Transportation accommodations should:
 - Ensure interconnectivity between developments for local and collector streets.
 - Provide access to trails with all new development, when feasible to integrate trail plans outlined in the Transportation and Park Master Plans into developments.
 - Connect streets between land uses and include complete street approaches for undeveloped sites.
 - Use the most recent Transportation Master Plan to fill pedestrian system gaps along streets, to trails, and within developments.
 - Encourage network of multi-modal transportation options to neighborhood centers and local mixed-use developments.

*The proposed development is **consistent** with the policies of the Corridor Area (In Town) policies, as it is a mixed-use development that provides a type of housing that is lacking in the area, utilizes existing utilities infrastructure, and encourages multimodal transportation due to its proposed connection to nearby public pedestrian infrastructure.*

Land Use Development Policies

Commercial Policies

- Efficient, walkable pattern of development with a variety in commercial arrangements. Moderate building spacing and separation of uses. Allowances for commercial activities that draw from a regional level, while still supporting neighborhood services. Primarily featuring retail establishments that have a large trade area and are auto-centric in design. The large retail site often acts as an attractor to other activities that rely on pass-by vehicle trips.
 - Predominantly non-residential uses with a smaller percentage of residential uses at compatible densities and scales.

*The proposed development is mixed-use, but largely multi-family residential in nature, as it consists of 15 multi-family residential buildings with 220 total units out of the 21 proposed buildings. Because it is higher percentage of residential uses, it is **inconsistent** with this Commercial Land Use policy. However, this project is providing needed housing and is providing the allowance for mixed-use in all residential structures.*

Building Types

- Focus on big-box retail, office, small-scale manufacturing, and distribution.
- Developments are mostly non-residential. Multi-unit residential can be a transitional use to a lower intensity residential neighborhood as part of employer housing.

*The proposed development does not focus on big-box retail, small-scale manufacturing, or distribution uses, but rather commercial, office, and multi-family residential uses. There are 15 proposed multi-family residential buildings, which will occupy a large portion of the development site. For these reasons, the proposed development is **inconsistent** with this Commercial Land Use policy.*

Site Design

- Parking lots may be converted into buildable sites.
- Some locations may warrant 2-3 story parking decks serving multiple campuses or areas.
- Special attention to pedestrian circulation from tenant to tenant.
- Shared waste streams for garbage and grease, limited off-hour deliveries, and inclusion of other design features that mitigate service and loading impacts on adjacent lower intensity uses.
- Landscaping should be thoughtfully planned and maintained to cultivate an attractive environment.
- Stormwater management should be integrated into projects and designed, when possible, as a site or district amenity.

*The development proposes landscaping and stormwater management in compliance with City regulations. These features will serve the entire development site. Sidewalks will be included throughout the development. For these reasons, the proposed development is **consistent** with this Commercial Land Use policy.*

Transportation

- High-connectivity grid pattern providing viable locations for higher intensity land uses, and allowing multiple access points and routes between uses. Most of the arterials have or will have adequate pedestrian facilities, giving people the option of walking to get to

and from these locations. Existing surface parking lots at these locations often present an opportunity to modify the circulation pattern, improve access, and add other benefits. Improving access for pedestrians and bicyclists will be a priority, including modernizing multi-modal infrastructure. Locations at major transit stations highly preferred, transit accommodations should be integrated, if not already established.

*The proposed development is **consistent** with this Commercial Land Use policy because it promotes interconnectivity through its proximity to multi-modal transit infrastructure, including a sidewalk on 36th Ave. NW with access to an Embark bus stop. Sidewalks will be provided throughout the development and will connect to existing public pedestrian infrastructure.*

Utility Access

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

*The development site has access to public water and sanitary sewer facilities. The development is **consistent** with this Commercial Land Use policy.*

Public Space

- Plazas, café seating, and other small, well-designed outdoor spaces. Traditional public parks are not appropriate. Pedestrian amenities and connections to regional trails are commonly integrated.

*The proposed development provides a swimming pool in the multi-family residential portion. While the submitted Revised Final Site Development Plan does not show amenities such as plazas, café seating, or other outdoor spaces, the site may allow for such amenities, should commercial or office tenants wish to install them. Sidewalks will also be provided throughout the development and will connect to existing public pedestrian infrastructure. For these reasons, the development is **consistent** with this Commercial Land Use Policy.*

Interchange Mixed-Use Policies

- Characterized by major community and regional commercial developments that are large in scale and have high traffic impact. Efficient, walkable pattern of development with variety in commercial arrangements. Moderate building spacing and separation of uses. Allowances for commercial activities that draw from a regional level; neighborhood services are less common.
 - Interchange Mixed-Use areas should be predominately non-residential with minimal residential uses at compatible densities.
 - Gross densities in any single development should be greater than 18 units per acre.

*The proposed development does not feature large-scale commercial development, and is largely multi-family residential in nature, with 220 multi-family residential units in 15 buildings. The gross density for the multi-family residential development is only 11 units per acre. For these reasons, the proposal is **inconsistent** with this Interchange Mixed-Use Land Use policy.*

Building Types

- Taller buildings (3+ stories), especially close to the Interstate itself, are appropriate.
- All building sizes can be accommodated.
- Buildings should be custom designed to be sensitive to the context of their site and the surrounding development and/or open space.
- High density housing types are present. These uses can be mixed in with commercial, but should be clearly incidental to the commercial use and are not appropriate on the ground floor of a mixed-use building.
- Single-use, medium density residential structures may be appropriate with extensive review along edges transitioning to residential areas.

*The proposed development is **consistent** with this Interchange Mixed-Use Land Use policy, because while it proposes medium density, rather than high-density, residential structures, the proposed density is more sensitive, and acts as a transition to, to the nearby single-family residential areas. While this proposed building height is taller than the single-family residential developments to the west of the site, they are buffered by the existing, two-story commercial structures located along the frontage of 36th Ave. NW.*

Site Design

- Sites in this land use should be carefully planned to be attractive, especially from both Interstate-35 and potential turnpike corridors.
 - Building design, articulation, and landscaping should contribute to the attractiveness of sites from the major roadways.
 - Parking areas should be oriented away from sight lines from both Interstate-35 and potential Turnpike corridors.
- Site layout should make it comfortable to walk throughout the area and experience the unique place.
- Adjacent buildings and uses should be clearly integrated with thoughtful design such as cross-access, shared parking, driveway closures, and connected pathways.
 - Special attention to pedestrian circulation from tenant to tenant is important.
- Accommodates a wide variety of activities that support commercial uses. Components such as well-designed outdoor seating, landscaping, bike and pedestrian improvements, site lighting improvements, diversified tenant mix, and other placemaking opportunities must be incorporated into proposed developments.

*The proposed development is **consistent** with this Interchange Mixed-Use Land Use policy because it features an attractive design using high-quality building materials, and a large portion of its parking facilities are located internally and are not visible from the right of way. Additionally, the proposed development features internal pedestrian infrastructure with a connection to existing public pedestrian infrastructure, and its allowed uses support a diverse mix of tenants, contributing to a unique sense of place.*

Transportation

- Existing surface parking lots at these locations often present an opportunity to modify the circulation pattern, improve access, and add other benefits. New and redeveloped parking should be a secondary component, unless provided as public street parking, located in the rear, in alleys, screened from view of the right of way, and/or in large shared parking facilities or decks. A highly connected multi-modal network is required to support current and future needs of these important areas. Improving access for

pedestrians and bicyclists will be a priority, including modernizing multi-modal infrastructure. Public transit accommodations should be integrated, if not already established.

*The proposed development utilizes existing parking areas on the site. The majority of these parking facilities will serve the proposed multi-family residential development, and are partially screened from the right of way by existing commercial buildings along the frontage of 36th Ave. NW. There is a transit stop approximately 0.7 miles north of the development site, accessible via a sidewalk along 36th Ave. NW. For these reasons, the proposed development is **consistent** with this Interchange Mixed-Use Land Use Policy.*

Utility Access

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

*The development site has access to public water and sanitary sewer facilities. The proposed development is **consistent** with this Interchange Mixed-Use Land Use policy.*

Public Space

- Plazas, café seating, and other outdoor spaces of significance should be present. Traditional public parks are not appropriate. Private parks within housing developments are permissible. Pedestrian amenities and connections to regional trails are commonly integrated.

*The proposed development provides a swimming pool in the multi-family residential portion. While the submitted Revised Final Site Development Plan does not show amenities such as plazas, café seating, or other outdoor spaces, the site may allow for such amenities, should commercial or office tenants wish to install them. Sidewalks will also be provided throughout the development and will connect to existing public pedestrian infrastructure. For these reasons, the development is **consistent** with this Interchange Mixed-Use Land Use Policy.*

Neighborhood and/or Special Area Plans

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

UTILITIES

AIM NORMAN PLAN CONFORMANCE

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

SOLID WASTE MANAGEMENT

Proposed development meets requirements for City streets and provides access for solid waste services.

WATER/WASTEWATER AVAILABILITY

Water Availability

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

Wastewater Availability

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

ALTERNATIVES/ISSUES:

The PUD Narrative proposes amending the currently approved PUD to expand the allowed commercial uses, allow for multi-family residential development, and amend the Revised Final Site Development Plan. The proposed development will include 21 new buildings in addition to the three existing. Of the 21 new buildings, 15 will be multi-family residential in use, with 220 units in total. The remaining five new buildings may be commercial, office, or residential in use. The proposed development will include 783 parking spaces. The development site abuts industrial, commercial, and civic properties to the north, east, and south. There are single-family residential dwellings to the west of the development site, across 36th Ave. NW. The proposed development will provide a greater variety of housing options and densities to this area.

The proposed development aligns with the AIM Norman Comprehensive Land Use Plan by providing a greater variety of housing options and densities to this area of Norman, in an area with existing utilities infrastructure and multimodal transportation connections.

ANALYSIS:

While the proposed development is inconsistent with some of the Land Use and Character Area policies under the AIM Norman Comprehensive Land Use Plan, it should be noted that the existing PUD was adopted, platted, and partially developed under the previous comprehensive plan, NORMAN 2025 Land Use and Transportation Plan. The proposed development is consistent with the original intent of the existing PUD, and the new design will also provide medium density, multi-family residential options along 36th Ave. NW., contributing to Norman's undersupplied housing stock.

CONCLUSION: Staff forwards this request to amend the existing PUD, Planned Unit Development (O-1314-16), to a new PUD, Planned Unit Development District (O-2526-25), for consideration by City Council.

PLANNING COMMISSION RESULTS: At their meeting of December 11, 2025, the Planning Commission recommended approval of Ordinance O-2526-25 by a vote of 6-0.

O-2526-25

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOT 1, BLOCK 1 OF 36th NORTH BUSINESS PARK AND A REPLAT OF LOT 1, BLOCK 1 OF S.C.M.C. ADDITION AND LOT 6, BLOCK 1, OF BROCE INDUSTRIAL PARK OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM A PUD, PLANNED UNIT DEVELOPMENT, AND PLACE SAME IN A PUD, PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED EAST OF 36TH AVENUE N.W. APPROXIMATELY ONE-HALF MILE NORTH OF ROCK CREEK ROAD; WARD 8)

§ 1. WHEREAS, 36 North, LLC, the owners of the hereinafter described property, have made application to have the subject property removed from a PUD, Planned Unit Development and placed in a PUD, Planned Unit Development; and

§ 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing on December 11, 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 the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from a PUD, Planned Unit Development and place the same in a PUD, Planned Unit Development, to wit:

LOT 1, BLOCK 1 OF 36th NORTH BUSINESS PARK

A REPLAT OF LOT 1, BLOCK 1 OF S.C.M.C. ADDITION AND LOT 6, BLOCK 1, OF BROCE INDUSTRIAL PARK, according to the recorded plat thereof,

Containing 19.96 acres, more or less.

§ 5. Further, pursuant to the provisions of Section 36-509 of the Code of the City of Norman, as amended, the following condition is hereby attached to the zoning of the tract:

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

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

ADOPTED this _____ day of _____, 2026.

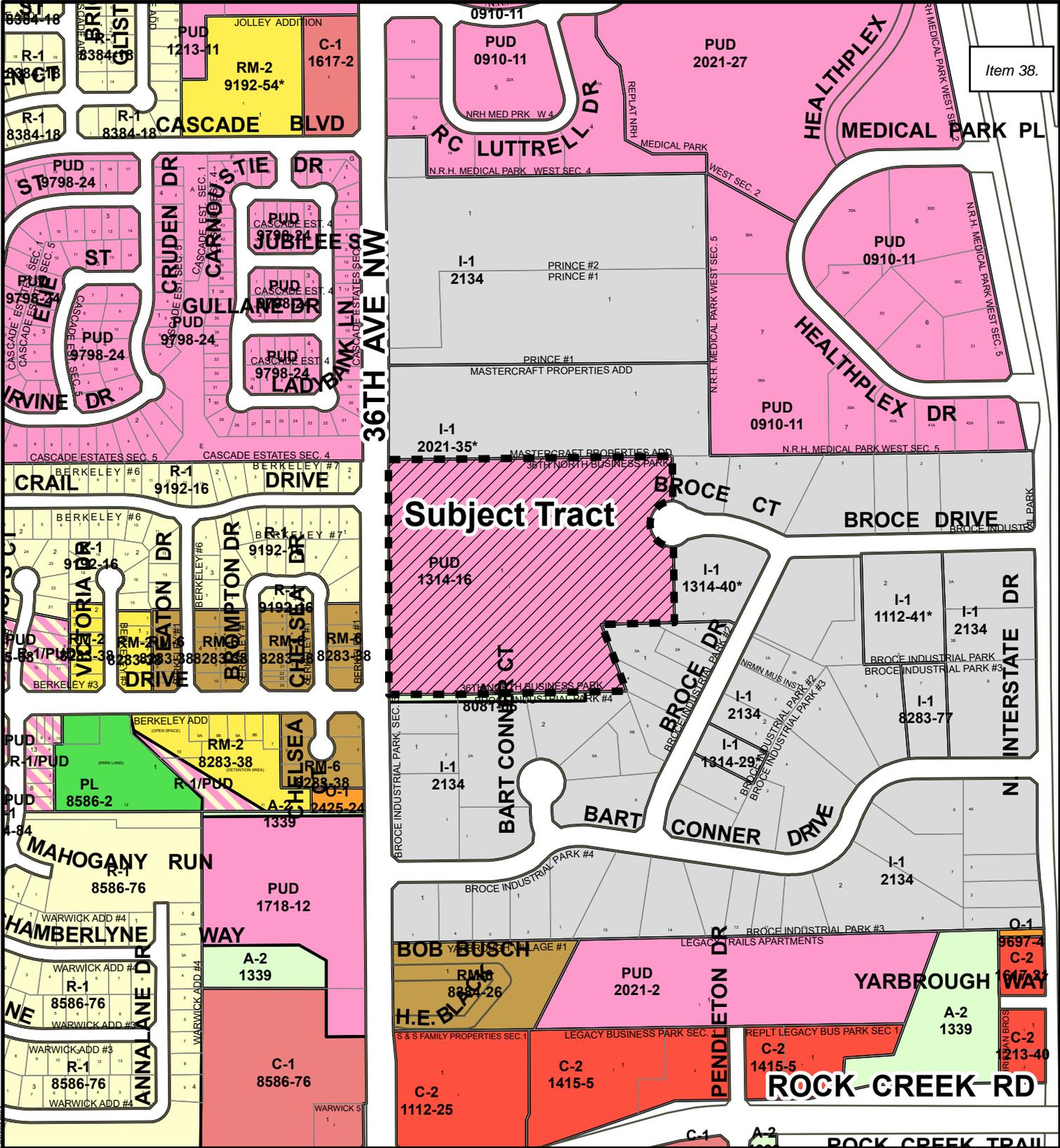
NOT ADOPTED this _____ day of _____, 2026.

(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.



August 4, 2025



Subject Tract

36 NORTH

A PLANNED UNIT DEVELOPMENT

NORMAN, OKLAHOMA

APPLICANT:

36 NORTH, LLC

APPLICATION FOR:

PLANNED UNIT DEVELOPMENT

Submitted: November 3, 2025

Revised: December 5, 2025

PREPARED BY:

RIEGER SADLER JOYCE
136 Thompson Drive
Norman, Oklahoma 73069

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- A. Legal Description of the Property
- B. Revised Final Site Development Plan
- C. Allowable Uses
- D. Green Space Exhibit
- E. Development Area Exhibit

I. **INTRODUCTION**

36 North, LLC (the “**Applicant**”) seeks to amend the existing Planned Unit Development (“**PUD**”) for property currently located in Ward 8 of the City of Norman. More particularly, the site is located on the East side of 36th Ave NW, approximately one-half mile North of Rock Creek Road, as more particularly described on the attached **Exhibit A** (collectively referred to herein as the “**Property**”).

The intent of this rezoning is to amend the existing PUD in order to expand the commercial allowances on the Property, include allowances for multi-family residential uses, and update the prior site plan.

II. **PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS**

A. **Location**

The Property is located on the East side of 36th Ave NW, approximately one-half mile North of Rock Creek Road. A location map is included on the attached Revised Final Site Development Plan on the attached **Exhibit B**.

B. **Existing Land Use and Zoning**

The Property is currently zoned PUD, Planned Unit Development. The Property’s AIM Norman Character Area designation is Corridor and Land Use designations are Commercial and Interchange Mixed Use.

The properties to the North and East are zoned I-1, Light Industrial District. The properties to the south are zoned A-2, Rural Agricultural District and I-1, Light Industrial District. The properties directly across 36th Ave NW are R-1, Single-Family Dwelling District, and RM-6, Medium-Density Apartment District.

C. **Elevation and Topography**

The Property is partially developed with three (3) existing commercial buildings located along 36th Ave NW. Several additional platted lots remain undeveloped but are suitable for future commercial construction. The Property is generally flat, with existing drainage patterns and infrastructure in place to serve the Property.

D. **Drainage**

A drainage memo has been provided by the Applicant to City Staff. The Applicant shall comply with all City ordinances and regulations unless otherwise indicated on the attached site plans.

F. **Utility Services**

The necessary utility services for this project are already located in relative proximity to the Property or shall be extended to the Property, as necessary.

F. Fire Protection Services

Fire Protection services will be provided by the City of Norman Fire Department and by the Applicant as such are required by adopted City codes.

G. Traffic Circulation and Access

Access to the Property shall be permitted in the manner depicted on the attached Revised Final Site Development Plan.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Property is planned to accommodate a combination of commercial and multi-family residential uses, creating a cohesive mixed-use development. The western portion of the Property includes commercial buildings and associated site improvements, while the remaining areas are intended for future commercial and multi-family residential development.

Development of the Property shall be in compliance with the Revised Final Site Development Plan attached hereto, subject to final design development and the modifications permitted under Section 36-509(g), Administration, of the City of Norman's PUD Ordinance, as amended from time to time. The Exhibits attached hereto, and as submitted on behalf of the Applicant, are incorporated herein by reference and further depict the development criteria for the Property.

A. Uses Permitted:

The Property will be developed as a mixed-used development, featuring commercial, office, retail, and multi-family residential uses. The development of the Property shall be divided into two (2) Development Areas. A complete list of the allowable uses is attached as **Exhibit C**. It is understood and acknowledged that the boundaries of the individual tracts and development areas have not been finalized as this development is at a preliminary development stage. The final development areas shall generally remain as depicted; however, subject to Section 36-509(g) of the City of Norman's PUD Ordinance, minor adjustments to the boundaries of the development areas may occur so long as such modification does not result in a substantial deviation from the Revised Final Site Development Plan.

B. Area Regulations:

1. Setback off of 36th Ave NW:

All buildings within the Property that front 36th Ave NW shall have a minimum twenty-five (25') foot building setback from the property line fronting 36th Ave NW.

2. Setback off of North Property Line:

All buildings within the Property that abut the neighboring property located to the North of the Property shall have a minimum fifteen (15') foot building setback from the North property line.

3. Setback off of South Property Line:

All buildings within the Property that abut the neighboring property located to the South of the Property shall have a minimum fifteen (15') foot building setback from the South property line.

4. Setback off of East Property Line:

All buildings within the Property that abut the neighboring property located to the East of the Property shall have a minimum twenty-five (25') foot building setback from the East property line.

5. Setback off of Utility Easements:

If a utility or other public easement is not located within the required building setbacks enumerated above, all buildings shall maintain a minimum setback of one (1') foot from the easement line.

6. No Other Setbacks:

Except for the building setbacks enumerated above, there shall be no other required setbacks for the buildings located within the Property to allow for a flexible development of the Property over time.

7. Height:

The maximum height for any building on the Property shall be five (5) stories.

C. Parking:

Parking for the Property may be developed in compliance with the parking layout shown on the Revised Final Site Development Plan, subject to final design development and the changes allowed under Section 36-509(g) of the City of Norman's PUD Ordinance, as amended from time to time. The Property shall comply with Norman's applicable parking ordinances, as amended from time to time.

D. Dumpster and Trash Enclosures

Trash may be handled through on-site dumpsters. A trash compactor(s) and its enclosure(s) may also be located on site to facilitate trash removal. Any dumpster or trash facilities shall be screened within enclosures that are built of materials to be compatible with the building exteriors in the main building and constructed to City standards.

E. Miscellaneous Development Criteria

1. Site Plan

The Revised Final Site Development Plan for the Property is concurrently submitted with this PUD and shall be incorporated herein as an integral part of the PUD. The development of the Property shall be constructed as presented thereon, subject to final design development and the changes allowed Section 36-509(g) of the City of Norman's PUD Ordinance, as amended from time to time.

2. Open Space/Landscaping

Open space and landscaping shall be located throughout the Property as shown on the attached Green Space Exhibit, attached as **Exhibit D**. The Property shall contain drainage and detention solutions that adequately control, contain, and channel stormwater runoff from the Property in accordance with all applicable City ordinances and regulations. Landscape buffers within the Property may be located within and/or may contain utility easements, waterline easements, and drainage easements. In such event, use of those landscape buffers with applicable easements may not interfere with the applicable rights conveyed through such easement. Landscaping shall be provided in conformity with the City of Norman ordinances, as amended from time to time. Final landscaping types, quantities, and locations may change during final design and construction.

3. Signage

Signage for the Property shall comply with the City of Norman's applicable commercial signage restrictions, as amended from time to time. In addition to the signages allowed by the applicable commercial signage restrictions, the Property may contain a maximum of four (4) development signs advertising the name of the development and/or any tenants, owners, users, services, or locations within the development (the "Development Signs"). Two of the Development Signs are existing and are shown on the Revised Final Site Development Plan. The two additional Development Signs may be placed anywhere within the Property as long as such sign is not located

within an applicable sight triangles or City easement (unless permission has been granted by the City through a consent to encroachment or similar instrument). Each Development Sign may be a maximum of 150 square feet per side, each sign having no more than two (2) sides.

4. Traffic access/circulation/parking and sidewalks

Access to the Property shall be permitted in the manner depicted on the attached Revised Final Site Development Plan. The Property shall comply with the City of Norman standards to allow for emergency access and fire access as necessary, as such standards may be amended from time to time. Sidewalks shall be provided in conformity with the City of Norman ordinances, as amended from time to time

5. Lighting

All exterior lighting shall be installed in conformance with any applicable City of Norman Commercial Outdoor Lighting Standards, as such may be amended from time to time.

6. Fencing

Fencing, such as, by way of example and not limitation, wrought iron, stockade wood, composite, and other fencing types, is permissible but is not required within the Property. The Applicant may file restrictive covenants against the Property to more narrowly tailor architectural review of fencing within the development. The Property may, but is not required to, install perimeter fencing along all or portion of the Property. Fencing, if any, shall not exceed eight (8) feet in height, unless the written consent of the abutting property owner is secured, or the Board of Adjustment approves the height, location, and materials as a special exception.

7. Phasing

It is anticipated that the Property will be developed in multiple phases. The western portion of the Property contains existing commercial buildings and associated site improvements. The timing and number of future phases will be determined by market demand and absorption rates.

8. Exterior Materials

Exterior materials of the building to be constructed on the Property shall be a minimum of eighty percent (80%) brick, wood, glass, stone, synthetic stone, stucco, EIFS, masonry, metal accents, composition shingles, synthetic slate shingles, metal roofs, or other comparable roofing materials, and any combination thereof. The Applicant may file restrictive

covenants against the Property to more narrowly tailor architectural review within the development.

EXHIBIT A

Legal Description of the Property

Lot One (1), in Block One (1), of 36TH NORTH BUSINESS PARK, a Replat of Lot 1 of S.C.M.C. Addition and Lot 6, Block 1, of Broce Industrial Park a Planned Unit Development and a part of the SW/4 of Section 14, T9N, R3W, I.M., Norman, Cleveland County, Oklahoma according to the recorded Plat thereof.

EXHIBIT B

Revised Final Site Development Plan

Full Size Documents Submitted to City Staff

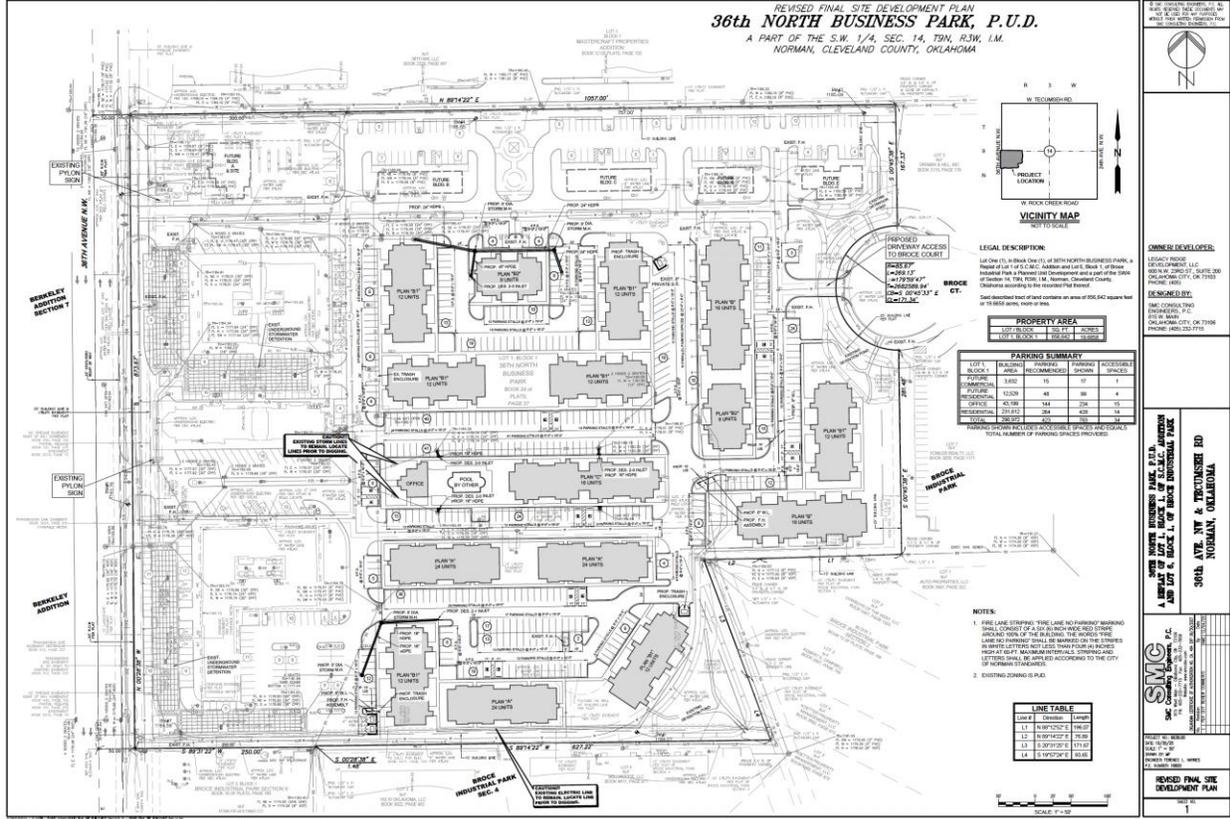


EXHIBIT C
Allowable Uses

Development Area 1

- Gas Station/Convenience.
- Art Gallery/Studio.
- Assembly Halls of non-profit corporations.
- Libraries.
- Museums.
- Music Conservatories.
- Office buildings and office uses.
- Trade schools and schools for vocational training.
- Churches.
- Short-term rentals.
- Antique shop.
- Appliance Store.
- Artist materials supply, or studio.
- Automobile parking lots.
- Automobile supply store.
- Baby shop.
- Bakery/Baked Goods store.
- Bank.
- Barber shop, or beauty parlor.
- Book or stationery store.
- Camera shop.
- Candy store.
- Catering establishment.
- Child Care / Day Care establishment.
- Clothing or apparel store.
- Coffee house or coffee shop.
- Commercial uses/shops/or services.
- Dairy products or ice cream store.
- Delicatessen store.
- Dress shop.
- Drug store or fountain.
- Dry Cleaning and Laundry Establishment.
- Dry goods store.
- Fabric or notion store.
- Florist/Flower Shop.
- Furniture Store.
- Gift Shop.

- Grocery or supermarket.
- Hardware store.
- Hotel.
- Interior decorating store.
- Jewelry shop.
- Key shop.
- Leather Store and/or Leather Goods Store.
- Locksmith.
- Medical Marijuana Dispensary, as allowed by state law.
- Medical Uses, including, but not limited to, general medical offices, dentist, ortho, clinics, and similar minor procedure medical offices.
- Music, Radio, Electronics, Telephone, or Television Store.
- Outdoor Patio.
- Painting and decorating shop.
- Pet shop/or Small Animal Hospital.
- Pharmacy.
- Photographer's studio.
- Restaurant/Bar/Lounge/Tavern
 - may include live entertainment and/or a dance floor, (all such activity fully within an enclosed building) provided the kitchen remains open with full food service whenever live entertainment is offered.
- Retail Shops or Stores.
- Retail spirits store/Liquor store.
- Spa or Similar Establishment.
- Smoke, Tobacco, Vape, or Similar Shop.
- Self-service laundry.
- Sewing machine sales.
- Sporting goods sales.
- Shoe store or repair shop.
- Sign Store/Printing Store.
- T-Shirt Printing or Similar Sales or Services.
- Tanning Spa or Tanning Establishment.
- Tailor shop.
- Theater (excluding drive-in theaters), Bowling Alley, Arcade, or Similar Establishments, including those that sell alcoholic beverages in compliance with state law.
- Tier I Medical Marijuana Processor, as allowed by state law.
- Tier II Medical Marijuana Processor, as allowed by state law.
- Toy store.
- Multi-family Residential Uses, which includes apartment buildings and similar associated uses such as, but not limited to, a clubhouse, leasing office, fitness center, and garage buildings, provided that at least the first-floor use is a permitted use in this PUD.

- Accessory buildings and uses customarily incidental to any of the above uses when located on the same lot.

Development Area 2

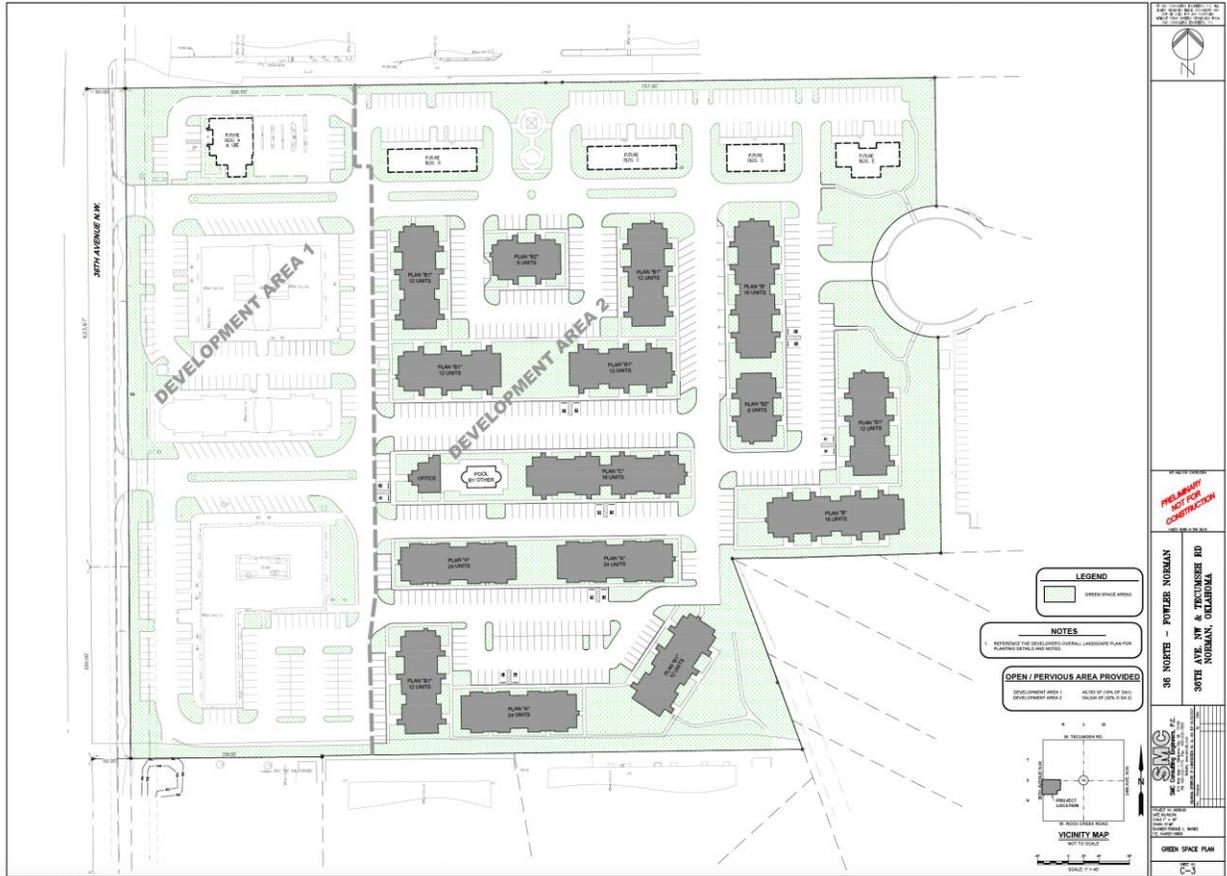
- Attached single family dwellings or detached zero lot line single family dwellings, provided that such uses comply with the area regulations in NCC 36-515(d);
- Two-family dwelling (duplex), or a single-family dwelling with a garage apartment;
- Apartment buildings, together with clubhouse, leasing office, fitness center, garage buildings, and similar associated uses;
- Townhouse Development;
- Short-term rentals; and
- Accessory buildings and uses customarily incidental to any of the above uses when located on the same lot.
- Additionally, commercial uses are allowed for the following on the first floors of the buildings:
 - Antique shop.
 - Art Gallery/Studio.
 - Artist materials supply, or studio.
 - Baby shop.
 - Bakery/Baked Goods store.
 - Bank.
 - Barber shop, or beauty parlor.
 - Book or stationery store.
 - Camera shop.
 - Candy store.
 - Child Care / Day Care establishment.
 - Clothing or apparel store.
 - Coffee house or coffee shop.
 - Commercial uses/shops/or services.
 - Dairy products or ice cream store.
 - Delicatessen store.
 - Dress shop.
 - Drug store or fountain.
 - Dry cleaning retail pickup and drop off.
 - Dry goods store.
 - Fabric or notion store.
 - Florist/Flower Shop.
 - Furniture Store.
 - Gift Shop.
 - Grocery or supermarket.
 - Interior decorating store.
 - Jewelry shop.
 - Key shop.
 - Leather Store and/or Leather Goods Store.
 - Libraries.
 - Medical uses.

- Museums.
- Music, Radio, Electronics, Telephone, or Television Store.
- Office uses.
- Outdoor Patio.
- Painting and decorating shop.
- Pharmacy.
- Photographer's studio.
- Restaurant/Bar/Lounge/Tavern
 - may include live entertainment and/or a dance floor, (all such activity fully within an enclosed building) provided the kitchen remains open with full food service whenever live entertainment is offered.
- Retail Shops or Stores.
- Retail spirits store/Liquor store.
- Spa or Similar Establishment.
- Sewing machine sales.
- Sporting goods sales.
- Shoe store or repair shop.
- Sign Store/Printing Store.
- T-Shirt Printing or Similar Sales or Services.
- Tanning Spa or Tanning Establishment.
- Tailor shop.
- Toy store.
- Accessory buildings and uses customarily incidental to any of the above uses when located on the same lot.

EXHIBIT D

GREEN SPACE EXHIBIT

Full Size Documents Submitted to City Staff



Applicant: 36 North LLC.

Project Location: 2721 36th Avenue NW

Case Number: PD25-22

Time: 5:30 p.m.

Applicant Representative:

Gunner Joyce
Ben LaCourse

Attendees:

Kenneth Orr
Tricia Carelton
Sheri Vera
Erica Bird

City Staff:

Kelly Abell, Planner I

Application Summary:

The applicant is requesting to amend the existing Planned Unit Development (PUD) to modernize the development criteria, expand the range of permitted uses, and update the site plan. The intent of these changes is to encourage additional commercial activity and support the full build-out of the property. Currently, there are three mixed-use buildings along 36th Avenue NW, with commercial uses located on the ground floor, residential on the top floor. The proposed amendment would allow commercial uses throughout these buildings, not limited to the ground level. Located behind the commercial frontage is a multifamily residential component, for which the applicant is also seeking to modernize development standards to better align with current market demands and design expectations

Neighbors' Comments/Concerns/Responses:

Several neighboring residents were in attendance and shared concerns primarily related to traffic, lighting, and the green space located south of the project site. Specifically, neighbors expressed that introducing additional commercial uses could exacerbate existing traffic congestion in the area. There were also numerous questions regarding lighting, particularly the potential impact of commercial and parking area lights, including light spillover into adjacent residential properties. In addition, residents raised concerns about the small green space immediately south of the site, with particular attention to the preservation of existing trees and vegetation. The applicant's representative acknowledged these concerns and committed to relaying them to the developer for further consideration. City staff also clarified that, at the building permit stage, compliance with commercial lighting standards will be required, including the use of full

cut-off fixtures and submission of a photometric plan to prevent light spillover onto adjacent properties.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/11/2025

REQUESTER: 36 North, LLC

PRESENTER: Logan Gray, Planner II

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-25: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE THE LOT 1, BLOCK 1 OF 36TH NORTH BUSINESS PARK AND A REPLAT OF LOT 1, BLOCK 1 OF S.C.M.C. ADDITION AND LOT 6, BLOCK 1, OF BROCE INDUSTRIAL PARK OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM A PUD, PLANNED UNIT DEVELOPMENT, AND PLACE SAME IN A PUD, PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED EAST OF 36TH AVENUE N.W. APPROXIMATELY ONE-HALF MILE NORTH OF ROCK CREEK ROAD; WARD 8)

APPLICANT/REPRESENTATIVE	36 North, LLC/Rieger Sadler Joyce, LLC
LOCATION	East of 36 th Ave. NW approximately one-half mile north of Rock Creek Rd.
WARD	8
CORE AREA	No
EXISTING ZONING	PUD, Planned Unit Development
EXISTING LAND USE DESIGNATIONS	Commercial and Interchange Mixed Use
CHARACTER AREA	Corridor (In-Town)
PROPOSED ZONING	PUD, Planned Unit Development
PROPOSED LAND USE	No Change

REQUESTED ACTION

Amend the existing PUD to allow more commercial uses, allow more multi-family residential units, and amend the adopted site plan.

SUMMARY:

The applicant, 36 North, LLC, is requesting an amendment to the existing PUD, Planned Unit Development (O-1314-16). The proposed amendment will change the site plan to allow for a modernized layout. It will also update the development regulations, allow more commercial and office uses, including gas stations, short-term rentals, and vocational and trade schools, allow more multi-family residential units, and amend the Revised Final Site Development Plan.

EXISTING CONDITIONS:

SIZE OF SITE: 19.96 Acres

SURROUNDING PROPERTIES

	Subject Property	North	East	South	West
Zoning	PUD	I-1	I-1	A-2 & I-1	R-1 & R-M-6
Land Use	Commercial & Interchange Mixed Use	Commercial & Interchange Mixed Use	Interchange Mixed Use	Commercial & Interchange Mixed Use	Urban Medium
Current Use	Commercial	Industrial	Commercial, Industrial, & Civic	Industrial & Commercial	Residential (Single-Family)

EXISTING ZONING DESIGNATION

PUD, Planned Unit Development

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

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

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

LAND USE DESIGNATIONS

Interchange Mixed-Use

Characterized by major community and regional commercial developments that are large in scale and have high traffic impact. Efficient, walkable pattern of development with variety in commercial arrangements. Moderate building spacing and separation of uses. Allowances for commercial activities that draw from a regional level; neighborhood services are less common.

- Interchange Mixed-Use areas should be predominately non-residential with minimal residential uses at compatible densities.
- Gross densities in any single development should be greater than 18 units per acre.

Commercial

Efficient, walkable pattern of development with a variety in commercial arrangements. Moderate building spacing and separation of uses. Allowances for commercial activities that draw from a regional level, while still supporting neighborhood services. Primarily featuring retail establishments that have a large trade area and are auto-centric in design. The large retail site often acts as an attractor to other activities that rely on pass-by vehicle trips.

- Predominately non-residential uses with a smaller percentage of residential uses at compatible densities and scales.

CHARACTER AREA DESIGNATION

Corridor Areas

Corridor Areas are developed or undeveloped land on both sides of a roadway; primarily designated, although not limited to, commercial and mixed-use development with auto-centric design. Scale and location affect the type and intensity of these uses. Corridor character is determined by scale and is recognized in three main areas. (Gateway, In-Town, and Downtown)

In-Town Corridors

Arterial streets servicing neighborhood needs including commercial, residential, civic, and recreational uses. Already or likely to experience uncontrolled strip development if growth is

not properly managed. Anticipating high public transit access, including stops and shelters in locations safe for passengers and operations. These corridors are managed under Suburban Neighborhood Character Area policies and Action Items.

NEAREST PUBLIC PARK

Berkeley Park is located approximately 0.2 miles west of the development site within the Berkeley Addition neighborhood, which is across 36th Ave. NW from the subject property. The park is on the south side of Astor Dr. There does not appear to be a designated safe pedestrian crossing at this location on 36th Ave. NW.

The Norman Board of Parks Commissioners, on March 6, 2008, recommended fee in lieu of park land if any of the proposed residential development occurs. This decision still applies to the proposed development.

PROCEDURAL REQUIREMENTS:

PRE-DEVELOPMENT:

PD25-22

August 28, 2025

Several neighboring residents were in attendance and shared concerns primarily related to traffic, lighting, and the green space located south of the project site. Specifically, neighbors expressed that introducing additional commercial uses could exacerbate existing traffic congestion in the area. There were also numerous questions regarding lighting, particularly the potential impact of commercial and parking area lights, including light spillover into adjacent residential properties. In addition, residents raised concerns about the small green space immediately south of the site, with particular attention to the preservation of existing trees and vegetation. The applicant's representative acknowledged these concerns and committed to relaying them to the developer for further consideration. City staff also clarified that, at the building permit stage, compliance with commercial lighting standards will be required, including the use of full cut-off fixtures and submission of a photometric plan to prevent light spillover onto adjacent properties.

REVIEW COMMENTS:

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

CITY DEPARTMENTS

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

FIRE DEPARTMENT

Items related to Fire codes will be addressed at the building permit stage.

BUILDING REVIEW

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

PUBLIC WORKS/ENGINEERING

The subject property is platted as 36th North Business Park. No additional subdivision is requested. There are no additional comments from Public Works/Engineering.

TRANSPORTATION ENGINEER

The subject property is platted, therefore a report from the Transportation Engineer is not required for this development. There are no additional comments from the Transportation Engineer.

PLANNING

ZONING CODE CONSIDERATIONS

PUD, Planned Unit Development

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

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

*The applicant requests an amendment to the existing PUD to expand the allowed commercial and office uses, including gas stations, short-term rentals, and vocational and trade schools, allow more multi-family residential units, and amend the adopted site development plan. This proposal remains **consistent** with the purpose of the existing PUD.*

Uses Permitted

- The Property will be developed as a mixed-use development, featuring commercial, office, retail, and multi-family residential uses. A complete list of the allowable uses may be found in Exhibit C of the PUD Narrative.

*The proposed PUD amendment proposes a mixed-use development of 21 buildings in addition to the three existing, allowing for commercial, office, and multi-family residential uses. The submitted Revised Final Site Development Plan shows 15 buildings with 220 total multi-family residential units. The remaining five buildings are located along the northern edge of the development site and may contain commercial, office, or residential uses. The proposed PUD amendment removes the current PUD's restriction of commercial uses to the ground floor only. The proposed uses are **consistent** with surrounding zoning, as the development site abuts industrial and commercial uses to the north, south, and east, and single-family residential uses to the west across 36th Ave. NW.*

Area Regulations

- **Setback off 36th Ave NW:**
All buildings within the Property that front 36th Ave NW shall have a minimum twenty-five (25') foot building setback from the property line fronting 36th Ave NW.
- **Setback off of North Property Line:**
All buildings within the Property that abut the neighboring property located to the North of the Property shall have a minimum fifteen (15') foot building setback from the North property line.
- **Setback off of South Property Line:**
All buildings within the Property that abut the neighboring property located to the South of the Property shall have a minimum fifteen (15') foot building setback from the South property line.
- **Setback off of East Property Line:**
All buildings within the Property that abut the neighboring property located to the East of the Property shall have a minimum twenty-five (25') foot building setback from the East property line.
- **Setback off of Utility Easements:**
If a utility or other public easement is not located within the required building setbacks enumerated above, all buildings shall maintain a minimum setback of one (1') foot from the easement line.
- **No Other Setbacks:**
Except for the building setbacks enumerated above, there shall be no other required setbacks for the buildings located within the Property to allow for a flexible development of the Property over time.

The proposed front setback from the western property line, which abuts 36th Ave. NW, is 25'. The proposed side setbacks from the north and south property lines are 15'. The proposed rear setback from the east property line is 25'. The proposed setback from utility easements is 1' from the easement line. These setbacks are largely **consistent** with the surrounding zoning districts, meeting or exceeding most of their setback regulations with the exception of the A-2 district to the south of the subject property, which has greater setbacks than those proposed by this PUD amendment.

Height Regulations

- The maximum height for any building on the Property shall be five (5) stories.

The proposed five-story building height maximum is **consistent** with the height regulations for the surrounding zoning districts with the exception of R-1, which does not allow for building heights over three stories.

Open Space

- Open space and landscaping shall be located throughout the Property as shown on the attached Green Space Exhibit, Exhibit D of the PUD Narrative. The Property shall contain drainage and detention solutions that adequately control, contain, and channel stormwater runoff from the Property in accordance with all applicable City ordinances and regulations.

Open space in the proposed development is detailed in the Green Space Exhibit, attached to the proposed PUD Narrative. The total proposed open space is 27% of the total area. This exceeds the required 10% to 15% open space requirement under Section 36-509, PUD, Planned Unit Developments. The open space will contain stormwater drainage and detention to control runoff in accordance with City regulations. For these reasons, the open space is **consistent** with the surrounding area.

Traffic Access, Circulation, Parking and Sidewalks

- Access to the property shall be permitted in the manner depicted in the attached Revised Final Site Development Plan. Sidewalks shall be provided in conformity with the City of Norman ordinances.
- The Property shall comply with Norman's applicable parking ordinances.

The proposed development will be accessed by the two existing drives on 36th Ave NW, and by a connection to Broce Ct. to the east. There are 783 parking spaces shown on the Revised Final Site Development Plan, which exceeds the minimum recommended off-street parking spaces of Section 36-548, Off-Street Parking Requirements. Although the proposed off-street parking aligns closely with the required off-street parking spaces for single and two-family residential uses, Section 36-509, PUD, Planned Unit Developments, states that off-street parking should generally follow the regulations outlined in Section 36-548, Off-Street Parking. Sidewalks will be provided throughout the development and will connect the multi-family residential uses to existing public pedestrian infrastructure. For these reasons, the proposed development is **consistent** with City regulations.

Landscaping

- Open space and landscaping shall be located throughout the Property as shown on the attached Green Space Exhibit, Exhibit D of the PUD Narrative. The Property shall contain drainage and detention solutions that adequately control, contain, and channel stormwater runoff from the Property in accordance with all applicable City ordinances and regulations.

*Landscaping will be provided throughout the development site. The proposed landscaping and open space are **consistent** with City regulations.*

Signage

- Signage for the Property shall comply with the City of Norman's applicable commercial signage restrictions, as amended from time to time. In addition to the signages allowed by the applicable commercial signage restrictions, the Property may contain a maximum of four (4) development signs advertising the name of the development and/or any tenants, owners, users, services, or locations within the development (the "Development Signs"). Two of the Development Signs are existing and are shown on the Revised Final Site Development Plan. The two additional Development Signs may be placed anywhere within the Property as long as such sign is not located within an applicable sight triangles or City easement (unless permission has been granted by the City through a consent to encroachment or similar instrument). Each Development Sign may be a maximum of 150 square feet per side, each sign having no more than two (2) sides.

*The proposed development is **consistent** with the City's signage regulations, as it is proposing commercial signage regulations for commercial uses.*

Screening

- The Property may, but is not required to, install perimeter fencing along all or portion of the Property. Fencing, if any, shall not exceed eight (8) feet in height, unless the written consent of the abutting property owner is secured, or the Board of Adjustment approves the height, location, and materials as a special exception.

*The proposed development is **consistent** with the requirements under Section 36-552, Fencing, Walls, And Screening, as the development does not abut any districts or uses that would require screening.*

Exterior Materials

- Exterior materials of the building to be constructed on the Property may be a minimum of eighty percent (80%) brick, wood, glass, stone, synthetic stone, stucco, EIFS, masonry, metal accents, composition shingles, synthetic slate shingles, metal roofs, or other comparable roofing materials, and any combination thereof.

*The proposed exterior materials are **consistent** with the requirements under Section 36-547, Exterior Appearance of the Zoning Ordinance, which states that commercial or non-residential buildings within a PUD must have exterior walls of at least 80% masonry or other structural material of equal durability and architectural effect.*

Sanitation/Utilities

- The necessary utility services for this project are already located in relative proximity to the Property or shall be extended to the Property, as necessary.
- Trash may be handled through on-site dumpsters. A trash compactor(s) and its enclosure(s) may also be located on site to facilitate trash removal. Any dumpster or trash facilities shall be screened within closures that are built of materials to be compatible with the building exteriors in the main building and constructed to City Standards.

*The proposed development will be **consistent** with all applicable City of Norman utilities standards.*

COMPREHENSIVE PLAN CONSIDERATIONS

Character Area Policies

General Policies

Residential Policies

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

*The proposed development is **consistent** with the Character Area General Residential Policies because it promotes a type of housing and density that is not common in the surrounding area. The multi-family residential portion of the development proposes multi-family housing with open space in between to avoid the appearance of identical homes.*

Non-Residential Policies

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

*The proposed development is **consistent** with the Character Area General Non-Residential Policies, as it will incorporate high-quality building materials, and any loading areas will be located to the rear of buildings. The development does not propose any parking garages. Sidewalks will be provided throughout the development for pedestrian circulation and connection to existing public pedestrian infrastructure.*

Corridor Areas (In Town) Policies

- Infrastructure extensions should occur incrementally, and new developments must connect to City water and sewer, which may require extension of lines.
- Protect drainageways in accordance with WQPZ ordinance within new development and expand their use for public trail access.
 - Treat water quality volume from runoff for volume recommended in stormwater master plan and in accordance with EDC Section 7000.
 - The open spaces created around drainageways should be connected when feasible to create wildlife corridors.
- Reduce the impact of higher intensity uses to adjacent lower intensity uses with screening and landscaping. Native landscaping is encouraged.
 - Prioritize preservation of existing mature street trees.
- Promote a mix of housing types, including accessory dwelling units, and new, well-designed similarly scaled multi-unit residences to increase neighborhood density and income diversity.
 - Priority for higher density, mixed-income, and affordable housing opportunities should be assigned to locations with multi-modal transportation access and capacity.
 - Based on associated Land Use, housing typologies of all intensity levels are appropriate within the Suburban Character area.
- Encourage:
 - More mixing of uses, including neighborhood services, job centers, and residential uses of similar intensities.
 - Retrofitting existing commercial and retail strip development in areas that are likely to undergo renovation or potential demolition in the life of this plan.
 - Civic, cultural uses, entertainment establishments that will promote community interaction and public open space.
- As streets move further from the center of the Core Neighborhood Character Area and parcel sizes and development patterns work against pedestrian circulation, focus should shift to vehicular safety, corridor appearance and traffic speeds while still providing basic access and safety for pedestrians and bicyclists. Transportation accommodations should:
 - Ensure interconnectivity between developments for local and collector streets.
 - Provide access to trails with all new development, when feasible to integrate trail plans outlined in the Transportation and Park Master Plans into developments.
 - Connect streets between land uses and include complete street approaches for undeveloped sites.
 - Use the most recent Transportation Master Plan to fill pedestrian system gaps along streets, to trails, and within developments.
 - Encourage network of multi-modal transportation options to neighborhood centers and local mixed-use developments.

*The proposed development is **consistent** with the policies of the Corridor Area (In Town) policies, as it is a mixed-use development that provides a type of housing that is lacking in the area, utilizes existing utilities infrastructure, and encourages multimodal transportation due to its proposed connection to nearby public pedestrian infrastructure.*

Land Use Development Policies

Commercial Policies

- Efficient, walkable pattern of development with a variety in commercial arrangements. Moderate building spacing and separation of uses. Allowances for commercial activities that draw from a regional level, while still supporting neighborhood services. Primarily featuring retail establishments that have a large trade area and are auto-centric in design. The large retail site often acts as an attractor to other activities that rely on pass-by vehicle trips.
 - Predominantly non-residential uses with a smaller percentage of residential uses at compatible densities and scales.

*The proposed development is mixed-use, but largely multi-family residential in nature, as it consists of 15 multi-family residential buildings with 220 total units out of the 21 proposed buildings. Because it is higher percentage of residential uses, it is **inconsistent** with this Commercial Land Use policy. However, this project is providing needed housing and is providing the allowance for mixed-use in all residential structures.*

Building Types

- Focus on big-box retail, office, small-scale manufacturing, and distribution.
- Developments are mostly non-residential. Multi-unit residential can be a transitional use to a lower intensity residential neighborhood as part of employer housing.

*The proposed development does not focus on big-box retail, small-scale manufacturing, or distribution uses, but rather commercial, office, and multi-family residential uses. There are 15 proposed multi-family residential buildings, which will occupy a large portion of the development site. For these reasons, the proposed development is **inconsistent** with this Commercial Land Use policy.*

Site Design

- Parking lots may be converted into buildable sites.
- Some locations may warrant 2-3 story parking decks serving multiple campuses or areas.
- Special attention to pedestrian circulation from tenant to tenant.
- Shared waste streams for garbage and grease, limited off-hour deliveries, and inclusion of other design features that mitigate service and loading impacts on adjacent lower intensity uses.
- Landscaping should be thoughtfully planned and maintained to cultivate an attractive environment.
- Stormwater management should be integrated into projects and designed, when possible, as a site or district amenity.

*The development proposes landscaping and stormwater management in compliance with City regulations. These features will serve the entire development site. Sidewalks will be included throughout the development. For these reasons, the proposed development is **consistent** with this Commercial Land Use policy.*

Transportation

- High-connectivity grid pattern providing viable locations for higher intensity land uses, and allowing multiple access points and routes between uses. Most of the arterials have or will have adequate pedestrian facilities, giving people the option of walking to get to

and from these locations. Existing surface parking lots at these locations often present an opportunity to modify the circulation pattern, improve access, and add other benefits. Improving access for pedestrians and bicyclists will be a priority, including modernizing multi-modal infrastructure. Locations at major transit stations highly preferred, transit accommodations should be integrated, if not already established.

*The proposed development is **consistent** with this Commercial Land Use policy because it promotes interconnectivity through its proximity to multi-modal transit infrastructure, including a sidewalk on 36th Ave. NW with access to an Embark bus stop. Sidewalks will be provided throughout the development and will connect to existing public pedestrian infrastructure.*

Utility Access

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

*The development site has access to public water and sanitary sewer facilities. The development is **consistent** with this Commercial Land Use policy.*

Public Space

- Plazas, café seating, and other small, well-designed outdoor spaces. Traditional public parks are not appropriate. Pedestrian amenities and connections to regional trails are commonly integrated.

*The proposed development provides a swimming pool in the multi-family residential portion. While the submitted Revised Final Site Development Plan does not show amenities such as plazas, café seating, or other outdoor spaces, the site may allow for such amenities, should commercial or office tenants wish to install them. Sidewalks will also be provided throughout the development and will connect to existing public pedestrian infrastructure. For these reasons, the development is **consistent** with this Commercial Land Use Policy.*

Interchange Mixed-Use Policies

- Characterized by major community and regional commercial developments that are large in scale and have high traffic impact. Efficient, walkable pattern of development with variety in commercial arrangements. Moderate building spacing and separation of uses. Allowances for commercial activities that draw from a regional level; neighborhood services are less common.
 - Interchange Mixed-Use areas should be predominately non-residential with minimal residential uses at compatible densities.
 - Gross densities in any single development should be greater than 18 units per acre.

*The proposed development does not feature large-scale commercial development, and is largely multi-family residential in nature, with 220 multi-family residential units in 15 buildings. The gross density for the multi-family residential development is only 11 units per acre. For these reasons, the proposal is **inconsistent** with this Interchange Mixed-Use Land Use policy.*

Building Types

- Taller buildings (3+ stories), especially close to the Interstate itself, are appropriate.
- All building sizes can be accommodated.
- Buildings should be custom designed to be sensitive to the context of their site and the surrounding development and/or open space.
- High density housing types are present. These uses can be mixed in with commercial, but should be clearly incidental to the commercial use and are not appropriate on the ground floor of a mixed-use building.
- Single-use, medium density residential structures may be appropriate with extensive review along edges transitioning to residential areas.

*The proposed development is **consistent** with this Interchange Mixed-Use Land Use policy, because while it proposes medium density, rather than high-density, residential structures, the proposed density is more sensitive, and acts as a transition to, to the nearby single-family residential areas. While this proposed building height is taller than the single-family residential developments to the west of the site, they are buffered by the existing, two-story commercial structures located along the frontage of 36th Ave. NW.*

Site Design

- Sites in this land use should be carefully planned to be attractive, especially from both Interstate-35 and potential turnpike corridors.
 - Building design, articulation, and landscaping should contribute to the attractiveness of sites from the major roadways.
 - Parking areas should be oriented away from sight lines from both Interstate-35 and potential Turnpike corridors.
- Site layout should make it comfortable to walk throughout the area and experience the unique place.
- Adjacent buildings and uses should be clearly integrated with thoughtful design such as cross-access, shared parking, driveway closures, and connected pathways.
 - Special attention to pedestrian circulation from tenant to tenant is important.
- Accommodates a wide variety of activities that support commercial uses. Components such as well-designed outdoor seating, landscaping, bike and pedestrian improvements, site lighting improvements, diversified tenant mix, and other placemaking opportunities must be incorporated into proposed developments.

*The proposed development is **consistent** with this Interchange Mixed-Use Land Use policy because it features an attractive design using high-quality building materials, and a large portion of its parking facilities are located internally and are not visible from the right of way. Additionally, the proposed development features internal pedestrian infrastructure with a connection to existing public pedestrian infrastructure, and its allowed uses support a diverse mix of tenants, contributing to a unique sense of place.*

Transportation

- Existing surface parking lots at these locations often present an opportunity to modify the circulation pattern, improve access, and add other benefits. New and redeveloped parking should be a secondary component, unless provided as public street parking, located in the rear, in alleys, screened from view of the right of way, and/or in large shared parking facilities or decks. A highly connected multi-modal network is required to support current and future needs of these important areas. Improving access for

pedestrians and bicyclists will be a priority, including modernizing multi-modal infrastructure. Public transit accommodations should be integrated, if not already established.

*The proposed development utilizes existing parking areas on the site. The majority of these parking facilities will serve the proposed multi-family residential development, and are partially screened from the right of way by existing commercial buildings along the frontage of 36th Ave. NW. There is a transit stop approximately 0.7 miles north of the development site, accessible via a sidewalk along 36th Ave. NW. For these reasons, the proposed development is **consistent** with this Interchange Mixed-Use Land Use Policy.*

Utility Access

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

*The development site has access to public water and sanitary sewer facilities. The proposed development is **consistent** with this Interchange Mixed-Use Land Use policy.*

Public Space

- Plazas, café seating, and other outdoor spaces of significance should be present. Traditional public parks are not appropriate. Private parks within housing developments are permissible. Pedestrian amenities and connections to regional trails are commonly integrated.

*The proposed development provides a swimming pool in the multi-family residential portion. While the submitted Revised Final Site Development Plan does not show amenities such as plazas, café seating, or other outdoor spaces, the site may allow for such amenities, should commercial or office tenants wish to install them. Sidewalks will also be provided throughout the development and will connect to existing public pedestrian infrastructure. For these reasons, the development is **consistent** with this Interchange Mixed-Use Land Use Policy.*

Neighborhood and/or Special Area Plans

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

UTILITIES

AIM NORMAN PLAN CONFORMANCE

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

SOLID WASTE MANAGEMENT

Proposed development meets requirements for City streets and provides access for solid waste services.

WATER/WASTEWATER AVAILABILITY

Water Availability

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

Wastewater Availability

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

ALTERNATIVES/ISSUES:

The PUD Narrative proposes amending the currently approved PUD to expand the allowed commercial uses, allow for multi-family residential development, and amend the Revised Final Site Development Plan. The proposed development will include 21 new buildings in addition to the three existing. Of the 21 new buildings, 15 will be multi-family residential in use, with 220 units in total. The remaining five new buildings may be commercial, office, or residential in use. The proposed development will include 783 parking spaces. The development site abuts industrial, commercial, and civic properties to the north, east, and south. There are single-family residential dwellings to the west of the development site, across 36th Ave. NW. The proposed development will provide a greater variety of housing options and densities to this area.

The proposed development aligns with the AIM Norman Comprehensive Land Use Plan by providing a greater variety of housing options and densities to this area of Norman, in an area with existing utilities infrastructure and multimodal transportation connections.

ANALYSIS:

While the proposed development is inconsistent with some of the Land Use and Character Area policies under the AIM Norman Comprehensive Land Use Plan, it should be noted that the existing PUD was adopted, platted, and partially developed under the previous comprehensive plan, NORMAN 2025 Land Use and Transportation Plan. The proposed development is consistent with the original intent of the existing PUD, and the new design will also provide medium density, multi-family residential options along 36th Ave. NW., contributing to Norman's undersupplied housing stock.

CONCLUSION: Staff forwards this request to amend the existing PUD, Planned Unit Development (O-1314-16), to a new PUD, Planned Unit Development District (O-2526-25), to the Planning Commission for consideration and recommendation to City Council.

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Commissioner Bird, Commissioner Jablonski, Commissioner McDaniel

Planning Commission recommended approval of Ordinance O-2526-24.

36th North, LLC Rezoning and Utility Easement Closure

8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-25: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE THE LOT 1, BLOCK 1 OF 36TH NORTH BUSINESS PARK AND A REPLAT OF LOT 1, BLOCK 1 OF S.C.M.C. ADDITION AND LOT 6, BLOCK 1, OF BROCE INDUSTRIAL PARK OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM A PUD, PLANNED UNIT DEVELOPMENT, AND PLACE SAME IN A PUD, PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED EAST OF 36TH AVENUE N.W. APPROXIMATELY ONE-HALF MILE NORTH OF ROCK CREEK ROAD; WARD 8)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Location Map
3. PUD Narrative
4. Site Development Plan
5. Development Area Exhibit
6. Pre-Development Summary

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMNENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-26: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING SPECIFIC FIFTEEN-FOOT (15') UTILITY EASEMENTS WITHIN LOT 1, BLOCK 1, 36TH NORTH BUSINESS PARK, A PLANNED UNIT DEVELOPMENT, NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (EAST OF 36TH AVENUE N.W. APPROXIMATELY ONE-HALF MILE NORTH OF ROCK CREEK ROAD; WARD 8)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Request to Close Platted Utility Easements Memo

Staff Presentation

Lora Hoggatt, Planning Services Manager, presented the staff report.

Applicant Presentation

Sean Rieger, representative of the applicant, provided an overview of the project.

Commissioner Jablonski asked how much concrete would be changed or left in place. Mr. Rie explained that some of the existing concrete areas will instead be developed as apartment buildings.

Commissioner Brewer asked whether all of the existing concrete would remain or if new concrete would be installed. Mr. Rieger responded that they will evaluate the concrete as work proceeds to determine whether the existing concrete can be reused.

Public Comments

There were no public comments.

Planning Commission Discussion

Motion made by Commissioner McClure, Seconded by Commissioner Brewer.

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Commissioner Bird, Commissioner Jablonski, Commissioner McDaniel

Planning Commission recommended approval of Ordinance O-2526-25 & O-2526-26.

MISCELLANEOUS COMMENTS OF PLANNING COMMISSION AND STAFF

There were no miscellaneous comments.

ADJOURNMENT

The meeting was adjourned at 6:17 p.m.

Passed and approved this _____ day of _____ 2026.

Planning Commission Officer

File Attachments for Item:

39. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-26 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, FOR CLOSURE OF SPECIFIC FIFTEEN-FOOT (15') WIDE EASEMENTS LOCATED WITHIN LOT 1, BLOCK 1, 36TH NORTH BUSINESS PARK, A PLANNED UNIT DEVELOPMENT. (WARD 8).



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01-27-26

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Scott Sturtz, Director of Public Works

TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-26 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, FOR CLOSURE OF SPECIFIC FIFTEEN-FOOT (15') WIDE EASEMENTS LOCATED WITHIN LOT 1, BLOCK 1, 36TH NORTH BUSINESS PARK, A PLANNED UNIT DEVELOPMENT. (WARD 8).

BACKGROUND:

This is a request for closing certain/specific 15' width easements located in Lot 1, Block 1, 36th North Business Park, a Planned Unit Development. The final plat for 36th North Business Park, a Planned Unit Development was filed of record with the Cleveland County Clerk on March 20, 2015.

DISCUSSION:

The attorney for the applicant has submitted a request to close and potentially vacate specific described easements that will conflict with the proposed development. The easements that contain any public water lines will be reserved until they are abandoned or relocated.

Planning Commission, at its meeting of December 11, 2025, recommended adoption by a vote of 6-0.

RECOMMENDATION:

Based on the fact any public utility will be protected until such time as they are relocated or abandoned, staff can support adoption of Ordinance No. O-2526-26.



DATE: November 4, 2025

TO: Rick Knighton, City Attorney
Beth Muckala, Assistant City Attorney
Kathryn Walker, Assistant City Attorney
Whitney Kline, Administrative Technician IV
Ken Danner, Subdivision Manager
Chris Mattingly, Director of Utilities
Jane Hudson, Director of Planning and Community Development
Sarah Encinias, Legal Administrative Technician

FROM: Brenda Hall, City Clerk *BH*

SUBJECT: Request to Close Platted Utility Easements (36th North Business Park)

I am in receipt of a request to close platted utility easements, being part of the SW/4 of Section 14, T9N, R3W of the Indian Meridian in Cleveland County from 36 North, LLC (applicant) being represented by Rieger Sadler Joyce law firm. They submit this request to close and vacate the public interest in certain platted utility easements show on the Final Plat of 36th North Business Park. The legal descriptions and depictions of the platted utility easements sought to be closed are attached as Exhibit A & Exhibit B. The Applicant believes there may be more utilities located within this area, and the Applicant agrees to grant new easements or allow reservations of rights as may be necessary to ensure continued access and rights to existing utilities. If the closing of the platted utility easements described and shown in the Exhibits attached hereto is approved by the City Council, an application to vacate said easements via District Court will be pursued.

This item will be scheduled as an agenda item on January 13, 2026, and the information must be received in my office by December 31, 2025. If there is a problem in meeting that timeframe, please advise.

llw
 attachments: Exhibit A
 Exhibit B – Maps
 Receipt

office memorandum



November 3, 2025

FILED IN THE OFFICE
OF THE CITY CLERK
ON 11/04/25-LW

Ms. Brenda Hall
City Clerk
City of Norman
201 West Gray
Norman, OK 73069

RE: Request to close platted utility easements, being part of the SW/4 of Section 14, T9N, R3W of the Indian Meridian in Cleveland County

Dear Ms. Hall,

On behalf of 36 North, LLC (the “Applicant”), we submit this request to close and vacate the public interest in certain platted utility easements shown on the Final Plat of 36th North Business Park, as more particularly described herein. The legal descriptions and depictions of the platted utility easements sought to be closed are attached as **Exhibit A & Exhibit B**. The Applicant believes there may be one or more utilities located within this area, and the Applicant agrees to grant new easements or allow reservations of rights as may be necessary to ensure continued access and rights to existing utilities. If the closing of the platted utility easements described and shown in the Exhibits attached hereto is approved by the City Council, an application to vacate said easements via District Court will be pursued.

Pursuant to 11 O.S. § 42-101 et seq., we would like to submit this letter as a petition to close the utility easements as described herein. We’ve attached the (i) Legal Description and Depiction of Platted Utility Easements to be Closed, (ii) Certified List of Property Owners within 300 feet, and (iii) Filing Fee. Please do not hesitate to contact us if you need additional information or if we can answer any questions.

Very Truly Yours,
RIEGER SADLER JOYCE

ELIZABETH SMITH
Attorney at Law

EXHIBIT A

LEGAL DESCRIPTION
 TO VACATE PLATTED UTILITY EASEMENTS
 36TH NORTH BUSINESS PARK
 NORMAN, CLEVELAND COUNTY, OK

A tract of land lying in the Southwest Quarter (SW/4) of Section fourteen (14), Township Nine (9) North (T9N), Range Three (3) West (R3W) of the Indian Meridian (I.M.), Cleveland County, Oklahoma being more particularly described as follows:

UTILITY EASEMENT 01

COMMENCING at the southeast corner of Lot One (1), in Block One (1), of 36TH NORTH BUSINESS PARK, a Replat of Lot 1 of S.C.M.C. Addition and Lot 6, Block 1, of Broce Industrial Park, a Planned Unit Development and a part of the SW/4 of Section 14, T9N, R3W, I.M., Norman, Cleveland County, Oklahoma according to the recorded Plat thereof;

THENCE S 88°12'52" W along the south line of said Lot 1, a distance of 157.88 feet;
 THENCE N 01°47'08" W a distance of 105.21 feet to a point on the south line of a 15-foot-wide Utility Easement according to said recorded Plat and the POINT OF BEGINNING 01 (P.O.B. 01).

THENCE along said 15-foot-wide Utility Easement, the following thirteen (13) courses:

- 1) N 00°45'48" W a distance of 15.00 feet (L1);
- 2) N 89°14'12" E a distance of 46.87 feet (L2);
- 3) N 47°28'42" E a distance of 33.88 feet (L3);
- 4) N 45°42'43" W a distance of 123.35 feet (L4);
- 5) N 00°45'48" W a distance of 6.21 feet (L5);
- 6) N 89°14'12" E a distance of 15.00 feet (L6);
- 7) S 45°42'43" E a distance of 133.01 feet (L7);
- 8) S 47°28'42" W a distance of 55.46 feet (L8);
- 9) S 89°14'12" W a distance of 2.00 feet (L9);
- 10) S 00°45'48" E a distance of 15.59 feet (L10);
- 11) S 89°14'12" W a distance of 15.00 feet (L11);
- 12) N 00°45'48" W a distance of 15.59 feet (L12);
- 13) S 89°14'12" W a distance of 35.59 feet (L13) to the P.O.B. 01.

Said described tract of land contains an area of 3,619 square feet or 0.083 acres, more or less.

AND

UTILITY EASEMENT 02

COMMENCING at the southeast corner of Lot One (1), in Block One (1), of 36TH NORTH BUSINESS PARK, a Replat of Lot 1 of S.C.M.C. Addition and Lot 6, Block 1, of Broce Industrial Park, a Planned Unit Development and a part of the SW/4 of Section 14, T9N, R3W, I.M., Norman, Cleveland County, Oklahoma according to the recorded Plat thereof;

THENCE S 88°12'52" W along the south line of said Lot 1, a distance of 196.07 feet;
THENCE S 89°14'22" W continuing along the south line of said Lot 1, a distance of 37.62 feet;

THENCE N 01°45'38" W a distance of 123.74 feet to a point on the east line of a 15-foot-wide Utility Easement according to said recorded Plat and the POINT OF BEGINNING 02 (P.O.B. 02).

THENCE along said 15-foot-wide Utility Easement, the following eight (8) courses:

- 1) S 88°50'57" W a distance of 15.00 feet (L14);
- 2) N 00°45'48" W a distance of 34.68 feet (L15);
- 3) N 45°45'48" W a distance of 33.94 feet (L16);
- 4) N 00°45'48" W a distance of 41.75 feet (L17);
- 5) N 89°14'12" E a distance of 15.00 feet (L18);
- 6) S 00°45'48" E a distance of 35.54 feet (L19);
- 7) S 45°45'48" E a distance of 33.94 feet (L20);
- 8) S 00°45'48" E a distance of 40.79 feet (L21) to the P.O.B. 02.

Said described tract of land contains an area of 1,655 square feet or 0.038 acres, more or less.

AND

UTILITY EASEMENT 03

COMMENCING at the southwest corner of Lot One (1), in Block One (1), of 36TH NORTH BUSINESS PARK, a Replat of Lot 1 of S.C.M.C. Addition and Lot 6, Block 1, of Broce Industrial Park, a Planned Unit Development and a part of the SW/4 of Section 14, T9N, R3W, I.M., Norman, Cleveland County, Oklahoma according to the recorded Plat thereof;

THENCE along the south line of said Lot 1, the following three (3) courses:

1. N 89°31'22" E a distance of 250.00 feet;
2. N 00°28'38" W a distance of 1.48 feet;
3. N 89°14'22" E a distance of 79.89 feet;

THENCE N 00°45'38" W a distance of 54.40 feet to a point on the west line of a 15-foot-wide Utility Easement according to said recorded Plat and the POINT OF BEGINNING 03

(P.O.B. 03).

THENCE along said 15-foot-wide Utility Easement, the following four (4) courses:

- 1) N 00°45'48" W a distance of 91.78 feet (L22);
- 2) N 89°14'12" E a distance of 15.00 feet (L23);
- 3) S 00°45'48" E a distance of 91.78 feet (L24);
- 4) S 89°14'12" W a distance of 15.00 feet (L25) to the P.O.B. 03.

Said described tract of land contains an area of 1377 square feet or 0.032 acres, more or less.

The bearing of North 00°28'38" West as shown on the plat of 36TH NORTH BUSINESS PARK recorded in Book 24 of Plats, Page 37 as the west line of the Southwest Quarter of Section 14, Township 9 North, Range 3 West of the Indian Meridian was used as the basis of bearings for the legal descriptions.

Prepared by: Terence L. Haynes, P.E. OK16820
SMC Consulting Engineers, P.C.
815 West Main Street
Oklahoma City, OK 73106
October 29, 2025

Number	Account #	Owner	Address	Mailing Address
1	25101	YANDELL, VERNON R L & DEBORAH A	2717 CHELSEA CT	Mailing Address YANDELL, VERNON R L & DEBORAH A 2717 CHELSEA CT NORMAN OK 73072
2	25102	THORNTON, LINDA THERESA	2709 CHELSEA CT	THORNTON, LINDA THERESA 2709 CHELSEA CT NORMAN OK 73072
3	25103	LONGORIA, YENDRI I	2701 CHELSEA CT	LONGORIA, YENDRI I 2701 CHELSEA CT NORMAN OK 73072
4	25105	YOUNG, MARILYN & ROBERT	2708 CHELSEA CT	YOUNG, MARILYN & ROBERT 2708 Chelsea CT Norman OK 73072-2234
5	25106	HILL, SCOTT E	2716 CHELSEA CT	HILL, SCOTT E 2716 Chelsea CT Norman OK 73072-2234
6	25120	BURKL, NIKKI	2800 CHELSEA DR	BURKL, NIKKI 2800 CHELSEA DR NORMAN OK 73072
7	25121	HALLEY, ANNE C	2804 CHELSEA DR	HALLEY, ANNE C 3100 Puget Sound DR Edmond OK 73034-6891
8	25122	WHITWORTH, DON H JR & VICKY L	2808 CHELSEA DR	WHITWORTH, DON H JR & VICKY L 2808 Chelsea DR Norman OK 73072-2235
9	25123	FRETWELL, CHARLES L	2812 CHELSEA DR	FRETWELL, CHARLES L PO BOX 622 MAYSVILLE OK 73057

10	25124 WATKINS, JACKIE	2816 CHELSEA DR	WATKINS, JACKIE 2816 Chelsea DR Norman OK 73072-2235
11	25377 ORR, KENNETH E & CINDY S	2820 CHELSEA DR	ORR, KENNETH E & CINDY S 2820 Chelsea DR Norman OK 73072-2235
12	25116 THE GRAM LIVING TRUST	2801 CHELSEA DR	THE GRAM LIVING TRUST 2801 CHELSEA DR NORMAN OK 73072
13	25117 KEYES, JACOB	2807 CHELSEA DR	KEYES, JACOB 2807 CHELSEA DR NORMAN OK 73072
14	25118 CAC IN CHRIST TRUST (THE)	2813 CHELSEA DR	CAC IN CHRIST TRUST (THE) 2813 Chelsea DR Norman OK 73072-2235
15	25119 MILLER, KIRK A & SHARON	2819 CHELSEA DR	MILLER, KIRK A & SHARON 2819 CHELSEA DR NORMAN OK 73072
16	88172 FLOURNOY, DIANNE L	2823 CHELSEA DR	FLOURNOY, DIANNE L 2823 Chelsea DR Norman OK 73072-2235
17	88173 MUMIUKHA, FRANCIS & KRISTIN	2827 CHELSEA DR	MUMIUKHA, FRANCIS & KRISTIN 2827 Chelsea DR Norman OK 73072-2235
18	25375 VERA, JOHN B & SHERI L	2831 CHELSEA DR	VERA, JOHN B & SHERI L 2831 Chelsea DR Norman OK 73072-2235
19	25374 POBM PROPERTIES III, LLC	2835 CHELSEA DR	POBM PROPERTIES III, LLC PO Box 720024 Norman OK 73070-4018

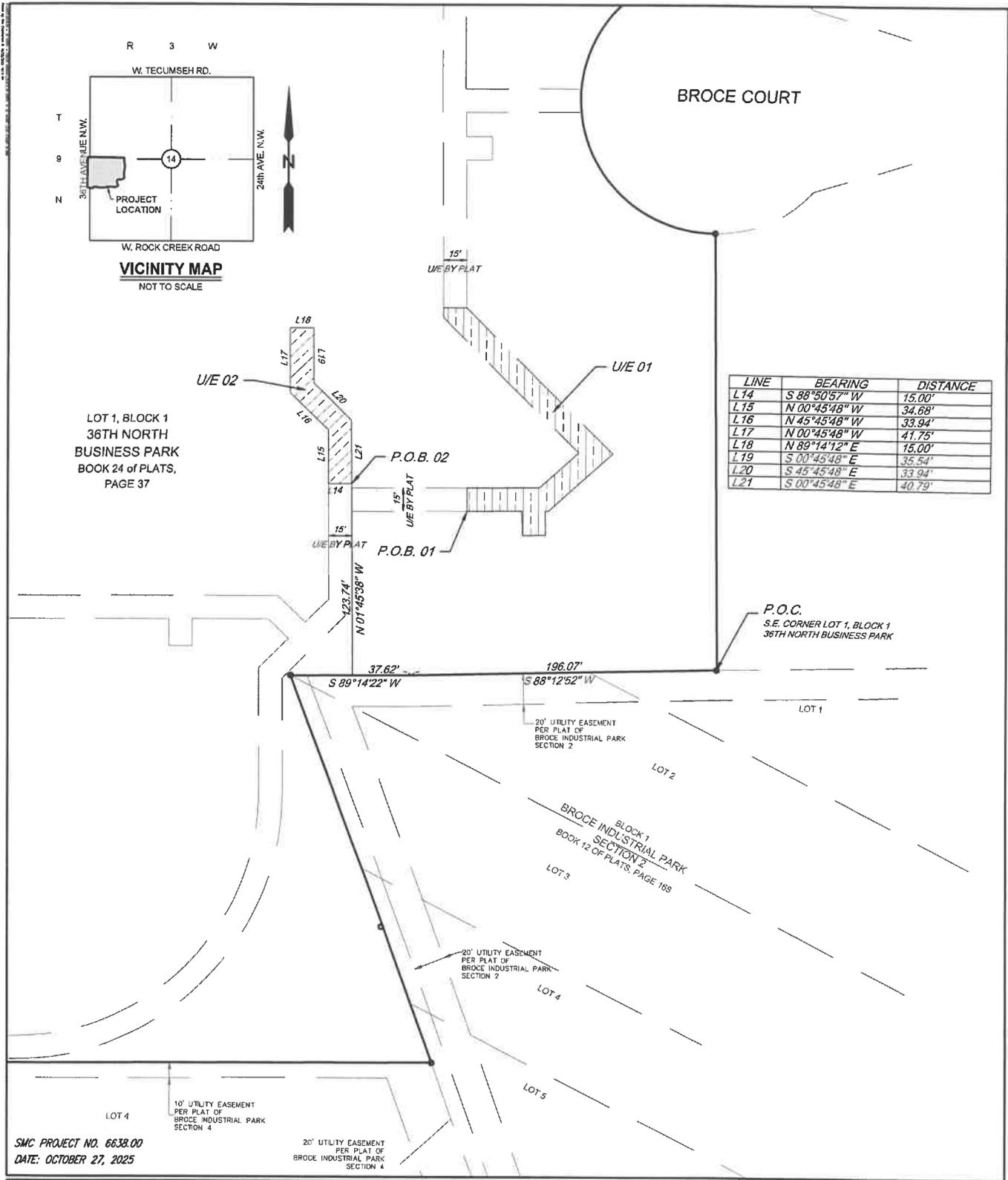
20	88177 PARAMORE, JERRY B III & JEKATHERINE	3612 CRAIL DR	PARAMORE, JERRY B III & JEKATHERINE 9515 BLUE BONNET BLVD EDMOND OK 73025
21	88176 HOWELL, DUSTIN T & SARAH E	3608 CRAIL DR	HOWELL, DUSTIN T & SARAH E 3608 Crail DR Norman OK 73072-2252
22	88175 LI, YAN	3604 CRAIL DR	LI, YAN 3604 CRAIL DR NORMAN OK 73072
23	88174 INNOVATION DISTRICT, LLC	3600 CRAIL DR	INNOVATION DISTRICT, LLC PO Box 720583 Norman OK 73070-4435
24	88189 DEMEL, J KATHLEEN-LIV TRT-TRTEE	3601 CRAIL DR	DEMEL, J KATHLEEN-LIV TRT- TRTEE 3601 Crail DR Norman OK 73072-2253
25	91882 BROWN, KENNETH DEAN & KARRI LYNN	3605 CRAIL DR	BROWN, KENNETH DEAN & KARRI LYNN 3605 Crail DR Norman OK 73072-2253
26	91881 WOODWARD, WARREN L & VICKI E	3609 CRAIL DR	WOODWARD, WARREN L & VICKI E 3609 Crail DR Norman OK 73072-2253
27	91880 GREEN, TERRY L-LIV TRT TRTEE	3613 CRAIL DR	GREEN, TERRY L-LIV TRT TRTEE 3613 CRAIL DR NORMAN OK 73072

28	115539 CASCADE ESTATES HOMEOWNER ASSOC	1 UNKNOWN	CASCADE ESTATES HOMEOWNER ASSOC C/O ARIA REAL ESTATE GROUP NORMAN OK 73070
29	115565 ARGO, DEBORAH L	3606 LADYBANK LN	ARGO, DEBORAH L 3606 Ladybank LN Norman OK 73072-1952
30	115564 HOSSAIN, MOHAMMED	3604 LADYBANK LN	HOSSAIN, MOHAMMED 3604 Ladybank LN Norman OK 73072-1952
31	115563 SMITH, LAUREN ASHLEY	3602 LADYBANK LN	SMITH, LAUREN ASHLEY 3602 Ladybank LN Norman OK 73072-1952
32	115562 JACOBSON-FAM-REV-TRT	3600 LADYBANK LN	JACOBSON-FAM-REV-TRT 3600 Ladybank LN Norman OK 73072-1952
33	115561 MANDEL, KATY & TRAVIS	3001 LADYBANK LN	MANDEL, KATY & TRAVIS 3001 LADYBANK LN NORMAN OK 73072
34	115560 NORASIMILANI, SHADNAM	3003 LADYBANK LN	NORASIMILANI, SHADNAM 2905 Blue Fish RD Norman OK 73069-5473
35	115559 SWANK, E EDWARD & VICKIE L	3005 LADYBANK LN	SWANK, E EDWARD & VICKIE L 3005 Ladybank LN Norman OK 73072-1955
36	38559 36TH NW, LLC	3001 36TH AVE NW	36TH NW, LLC 751 36th AVE SE Norman OK 73026-4114

37	42156 OKLAHOMA GAS & ELECTRIC CO	3101 36TH AVE NW	OKLAHOMA GAS & ELECTRIC CO 3101 36TH AVE NW Norman OK 73072
38	162076 SANCTUARY LTC, LLC	3110 HEALTHPLEX DR	SANCTUARY LTC, LLC 1500 WATERS RIDGE DR, 200 LEWISVILLE TX 75057 DRABEK & HILL, INC 3737 NW 36th ST Oklahoma City OK 73112- 2984
39	26026 DRABEK & HILL, INC	3309 BROCE CT	MAVERICK REALTY LLC 2300 Open Trail RD Edmond OK 73034-5556 NEW LIFE BIBLE CHURCH PO BOX 720445 NORMAN OK 73070
40	26025 MAVERICK REALTY LLC	3203 BROCE CT	
41	26028 NEW LIFE BIBLE CHURCH	3308 BROCE CT	
42	26030 C A A DEVELOPMENT CORP	3200 BROCE DR	C A A DEVELOPMENT CORP 1400 E Imhoff RD Norman OK 73071-4050 NMI, LLC PO Box 1087 Norman OK 73070-1087
43	175582 NMI, LLC	2901 BROCE DR	MASSIVE GRAPHICS, INC 2895 Broce DR Norman OK 73072-2405
44	175581 MASSIVE GRAPHICS, INC	2895 BROCE DR	KOETTER PROPERTY MANAGEMENT, LLC PO BOX 722383 NORMAN OK 73070
45	26040 KOETTER PROPERTY MANAGEMENT, LLC	2845 BROCE DR	

46	26041 2805 BROCE DR, LLC	2805 BROCE DR	2805 BROCE DR, LLC 2805 BROCE DR NORMAN OK 73072
47	26042 BRIGHT START EARLY EDUCATION, INC	2795 BROCE DR	BRIGHT START EARLY EDUCATION, INC 2795 Broce DR, Ste A Norman OK 73072-2459
48	26043 CASA BLANCA LLC	2745 BROCE DR	CASA BLANCA LLC PO Box 1087 Norman OK 73070-1087
49	26034 STOIC STRENGTH AND FITNESS, LLC	2896 BROCE DR	STOIC STRENGTH AND FITNESS, LLC 2896 BROCE DR NORMAN OK 73072
50	186876 COWBOYS OF THE WEST, LLC	2856 BROCE DR	COWBOYS OF THE WEST, LLC 600 NW 23RD ST, STE 200 OKLAHOMA CITY OK 73103
51	186877 CAMPBELL, ROBERT A	2806-2810 BROCE DR	CAMPBELL, ROBERT A 3111 BROCE DR Norman OK 73072
52	26037 KOETTER PROPERTY MANAGEMENT, LLC	2796 BROCE DR	KOETTER PROPERTY MANAGEMENT, LLC PO BOX 722383 NORMAN OK 73070
53	144562 KOETTER PROPERTY MANAGEMENT, LLC	2746 BROCE DR, Unit 112	KOETTER PROPERTY MANAGEMENT, LLC PO BOX 722383 NORMAN OK 73070
54	26072 SISTER BAY, LLC	2701 BART CONNER CT	SISTER BAY, LLC 704 WATERWOOD DR NORMAN OK 73072

55	144563 KOETTER PROPERTY MANAGEMENT, LLC	2709 BART CONNER CT	KOETTER PROPERTY MANAGEMENT, LLC PO BOX 722383 NORMAN OK 73070
56	26070 STIRING WENDEL, LLC	2719 BART CONNER CT	STIRING WENDEL, LLC 600 NW 23RD ST, STE 200 OKLAHOMA CITY OK 73103
57	104312 SS BART CONNOR DRIVE, LLC	1 UNKNOWN	SS BART CONNOR DRIVE, LLC PO BOX 25025 GLENDALE CA 91221
58	100468 FOWLER HOLDING CO	2701 36TH AVE NW	FOWLER HOLDING CO 2721 36th AVE NW Norman OK 73072-2411
59	128486 FOWLER HOLDING CO	2721 36TH AVE NW	FOWLER HOLDING CO 2721 36th AVE NW Norman OK 73072-2411
60	171995 36 NORTH, LLC	2741-2999 36TH AVE NW	36 NORTH, LLC 2721 36th AVE NW Norman OK 73072-2411
61	115558 MONK, KARON K	3007 LADYBANK LN	MONK, KARON K 3007 LADYBANK LN NORMAN OK 73072



SMC
SMC Consulting Engineers, P.C.
815 West Main - Oklahoma City, OK 73106
PH: 405-232-7715 Fax: 405-232-7859

36TH NORTH BUSINESS PARK
NORMAN, CLEVELAND COUNTY
OKLAHOMA

VACATE 15' U/E - 02
EXHIBIT B-2

NOT TO SCALE

© SMC CONSULTING ENGINEERS, P.C. ALL RIGHTS RESERVED. THIS PLAN IS THE PROPERTY OF SMC CONSULTING ENGINEERS, P.C. AND IS NOT TO BE USED FOR ANY PURPOSES WITHOUT THE WRITTEN CONSENT OF SMC CONSULTING ENGINEERS, P.C.

City of Norman



225 N. Webster Ave.
 Norman, OK 73069
 Ph (405) 366-5339

201 W Gray
 Norman, OK 73070
 405-366-5386

RECEIPT OF PAYMENT

Receipt Number: 2025010883
Receipt Date: November 03, 2025
Date Paid: November 03, 2025
Full Amount: \$400.00

Payment Details:	Payment Method Credit Card	Amount Tendered \$400.00	Check Number
Amount Tendered:	\$400.00		
Change / Overage:	\$0.00		
Convenience Fee:	\$11.80		
Contact:	Gunner Joyce, Address:136 THOMPSON DR		
Job Address:			

FEE DETAILS

Fee Description	Reference Number	Amount Due	Amount Paid
Right of way closure	PLRC20250176	\$400.00	\$400.00

O-2526-26

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, FOR CLOSURE OF SPECIFIC FIFTEEN-FOOT (15') WIDE UTILITY EASEMENTS LOCATED WITHIN LOT 1, BLOCK 1, 36TH NORTH BUSINESS PARK, A PLANNED UNIT DEVELOPMENT, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

- § 1. That, pursuant to Resolution Number R-8182-66, 36 North LLC, the owner of the subject property, has petitioned the City to have specific fifteen foot wide utility easements located within Lot 1, Block 1, 36th North Business Park, A Planned Unit Development, closed; and,
- § 2. That, also pursuant to Resolution Number R-8182-66, the proper notice has been given, and the maps, memorandums and other items required by said Resolution have been presented to this Council; and
- § 3. That, also pursuant to Resolution Number R-8182-66, a public hearing has been held by the Planning Commission on December 11, 2025 regarding said closing; and
- § 4. That, the specific fifteen-foot wide utility easements, as described more specifically in the owner's application for closure, are hereby closed, subject to the City's continuing right to access the existing water line until such time that the water line is removed pursuant to the construction plans for the subject property.
- § 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

ADOPTED this _____ day of _____, 2026.

NOT ADOPTED this _____ day of _____, 2026.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/11/2025

REQUESTER: 36 North LLC

PRESENTER: Ken Danner, Subdivision Development Manager

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMNENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-26: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING SPECIFIC FIFTEEN-FOOT (15') UTILITY EASEMENTS WITHIN LOT 1, BLOCK 1, 36TH NORTH BUSINESS PARK, A PLANNED UNIT DEVELOPMENT, NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (EAST OF 36TH AVENUE N.W. APPROXIMATELY ONE-HALF MILE NORTH OF ROCK CREEK ROAD; WARD 8)

GENERAL INFORMATION

APPLICANT	36 North LLC Sean Rieger/Gunner Joyce
REQUESTED ACTION	Closure of specific fifteen-foot (15') utility easements within Lot 1, Block 1, 36 th North Business Park, a Planned Unit Development.

BACKGROUND: The applicant has requested closing and potential vacating platted fifteen-foot (15') utility easements located within Lot 1, Block 1, 36th North Business Park, a Planned Unit Development. 36th North Business Park, a Planned Unit Development was filed of record with the Cleveland County Clerk on March 20, 2015.

DISCUSSION: With the closure and potential vacation of specific described utility easements, the applicant would be able to construct proposed structures within those areas.

Staff did not receive any objections from the utility companies.

RECOMMENDATION: Staff recommends approval of the request to close specific fifteen-foot (15') utility easements located within Lot 1, Block 1, 36th North Business Park, a Planned Unit Development.

ACTION NEEDED: Recommend approval or disapproval of the request to close specific fifteen-foot (15') utility easements within Lot 1, Block 1, 36th North Business Park, a Planned Unit Development.

ACTION TAKEN: _____

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Commissioner Bird, Commissioner Jablonski, Commissioner McDaniel

Planning Commission recommended approval of Ordinance O-2526-24.

36th North, LLC Rezoning and Utility Easement Closure

8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-25: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE THE LOT 1, BLOCK 1 OF 36TH NORTH BUSINESS PARK AND A REPLAT OF LOT 1, BLOCK 1 OF S.C.M.C. ADDITION AND LOT 6, BLOCK 1, OF BROCE INDUSTRIAL PARK OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM A PUD, PLANNED UNIT DEVELOPMENT, AND PLACE SAME IN A PUD, PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED EAST OF 36TH AVENUE N.W. APPROXIMATELY ONE-HALF MILE NORTH OF ROCK CREEK ROAD; WARD 8)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Location Map
3. PUD Narrative
4. Site Development Plan
5. Development Area Exhibit
6. Pre-Development Summary

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMNENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2526-26: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING SPECIFIC FIFTEEN-FOOT (15') UTILITY EASEMENTS WITHIN LOT 1, BLOCK 1, 36TH NORTH BUSINESS PARK, A PLANNED UNIT DEVELOPMENT, NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (EAST OF 36TH AVENUE N.W. APPROXIMATELY ONE-HALF MILE NORTH OF ROCK CREEK ROAD; WARD 8)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Request to Close Platted Utility Easements Memo

Staff Presentation

Lora Hoggatt, Planning Services Manager, presented the staff report.

Applicant Presentation

Sean Rieger, representative of the applicant, provided an overview of the project.

Commissioner Jablonski asked how much concrete would be changed or left in place. Mr. Rie explained that some of the existing concrete areas will instead be developed as apartment buildings.

Commissioner Brewer asked whether all of the existing concrete would remain or if new concrete would be installed. Mr. Rieger responded that they will evaluate the concrete as work proceeds to determine whether the existing concrete can be reused.

Public Comments

There were no public comments.

Planning Commission Discussion

Motion made by Commissioner McClure, Seconded by Commissioner Brewer.

Voting Yea: Commissioner Brewer, Commissioner McClure, Commissioner McKown, Commissioner Bird, Commissioner Jablonski, Commissioner McDaniel

Planning Commission recommended approval of Ordinance O-2526-25 & O-2526-26.

MISCELLANEOUS COMMENTS OF PLANNING COMMISSION AND STAFF

There were no miscellaneous comments.

ADJOURNMENT

The meeting was adjourned at 6:17 p.m.

Passed and approved this _____ day of _____ 2026.

Planning Commission Officer

File Attachments for Item:

40. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2526-29 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN THE CITY OF NORMAN, STATE OF OKLAHOMA (THE "CITY"), ON THE 7th DAY OF APRIL, 2026, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF THE ISSUANCE OF THE BONDS OF SAID CITY IN AN AMOUNT NOT TO EXCEED THE SUM OF THIRTY-FIVE MILLION DOLLARS (\$35,000,000) TO BE ISSUED IN SERIES TO PROVIDE FUNDS FOR THE PURPOSES OF RECONSTRUCTING, REPAIRING, IMPROVING, AND REHABILITATING EXISTING STREETS, ROADS, AND INTERSECTIONS IN THE CITY (INCLUDING LIGHTING, SIDEWALKS/BIKEPATHS, LANDSCAPING, RELATED DRAINAGE IMPROVEMENTS, DRIVEWAY RECONSTRUCTION, AND OTHER RELATED IMPROVEMENTS); AND LEVYING AND COLLECTING AN ANNUAL TAX, IN ADDITION TO ALL OTHER TAXES, UPON ALL THE TAXABLE PROPERTY IN SAID CITY FOR THE PAYMENT OF THE INTEREST AND PRINCIPAL ON SAID BONDS; PROVIDING FOR ELECTION PROCEDURES; AND CONTAINING OTHER PROVISIONS RELATED THERETO.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/27/2026

REQUESTER: Scott Sturtz, Director of Public Works

PRESENTER: Joseph Hill, Streets Program Manager

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2526-29 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN THE CITY OF NORMAN, STATE OF OKLAHOMA (THE "CITY"), ON THE 7th DAY OF APRIL, 2026, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF THE ISSUANCE OF THE BONDS OF SAID CITY IN AN AMOUNT NOT TO EXCEED THE SUM OF THIRTY-FIVE MILLION DOLLARS (\$35,000,000) TO BE ISSUED IN SERIES TO PROVIDE FUNDS FOR THE PURPOSES OF RECONSTRUCTING, REPAIRING, IMPROVING, AND REHABILITATING EXISTING STREETS, ROADS, AND INTERSECTIONS IN THE CITY (INCLUDING LIGHTING, SIDEWALKS/BIKEPATHS, LANDSCAPING, RELATED DRAINAGE IMPROVEMENTS, DRIVEWAY RECONSTRUCTION, AND OTHER RELATED IMPROVEMENTS); AND LEVYING AND COLLECTING AN ANNUAL TAX, IN ADDITION TO ALL OTHER TAXES, UPON ALL THE TAXABLE PROPERTY IN SAID CITY FOR THE PAYMENT OF THE INTEREST AND PRINCIPAL ON SAID BONDS; PROVIDING FOR ELECTION PROCEDURES; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

BACKGROUND:

The City of Norman first implemented a Street Maintenance Bond program funded through general obligation bonds in 2005. The citizens of Norman approved the Street Maintenance bond Program in 2005 (53.6% voter approval), 2010 (64.7% voter approval), 2016 (67% voter approval), and 2021 (66.2% voter approval). Each iteration of the Street Maintenance Bond Program has been a 5-year, multi-phase program to address maintenance needs in neighborhood streets. The categories have included Urban Asphalt Street Rehabilitation, Urban Concrete Street Rehabilitation, Urban Road Reconstruction, Rural Road Rehabilitation, and beginning with the 2021 program, Preventative Maintenance. Prior to each election, the City provided a list of all streets included in the program based upon the pavement condition date from the City's Pavement Management System. The renewal of the program in 2010, 2016, and

2021 did not increase the property tax mill levy. With the 2021 program ending in 2026, it is time to forward the question of renewing the program for an additional 5 years to the voters.

DISCUSSION:

Ordinance O-2526-29 poses the question to the voters of incurring indebtedness of \$35 million to provide funds for the Street Maintenance Bond Program among four categories of improvements: (1) Rural Road Improvements, (2) Urban Asphalt Pavement Rehabilitation, (3) Urban Concrete Pavement Rehabilitation, and (4) Preventative Maintenance. The \$35 million program will be funded within the existing property tax mill levy. Section 2 of Ordinance O-2526-29 lists all of the streets slated for maintenance, rehabilitation, and/or improvements. A map is also attached to this item for reference. The ordinance directs the setting of a special election for the purpose of proposing renewal of the program to the voters on April 7, 2026. In order to meet the deadlines set forth for calling the election, the Ordinance is scheduled for First Reading on January 13, 2026 and Second and Final Reading on January 27, 2026.

RECOMMENDATION:

Staff recommends approval on Second and Final Reading of Ordinance O-2526-29.

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA (THE "CITY") MET IN REGULAR SESSION AT THE MUNICIPAL BUILDING COUNCIL CHAMBERS, 201 WEST GRAY, IN NORMAN, OKLAHOMA, ON THE 27TH DAY OF JANUARY, 2026 AT 6:30 O'CLOCK P.M.

PRESENT: Councilmembers
ABSENT: None

Notice of the schedule of regular meetings of the governing body of The City of Norman, Oklahoma for the calendar year 2026 having been given in writing to the City Clerk of said City at ___ o'clock __.m. on _____, 2025, and public notice of this meeting, setting forth the date, time, place and agenda was posted at ___ o'clock __.m. on the ___ day of January, 2026, by posting on the City's Internet website (www.normanok.gov) and by posting at the entry to the Municipal Building, 201 W. Gray, Norman, Oklahoma, 73069, the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto). Further, as required by Title 25 Oklahoma Statutes § 311A(9)(a)(1), the City made the notice of a public meeting available to the public in the principal office of the public body (201 W. Gray, Norman, Oklahoma, 73069) during normal business hours at least twenty-four (24) hours prior to the meeting.

(OTHER PROCEEDINGS)

THEREUPON, the Mayor introduced an Ordinance, which was read in full by the Clerk and considered by sections, and upon motion by Councilmember _____, seconded by Councilmember _____, said Ordinance was adopted by the following vote:

YEAS: Councilmembers
NAYS: None

Said Ordinance was thereupon signed by the Mayor, attested by the Clerk, sealed with the seal of said municipality, and is as follows:

ORDINANCE NO. O-2526-29

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN THE CITY OF NORMAN, STATE OF OKLAHOMA (THE "CITY"), ON THE 7th DAY OF APRIL, 2026, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF THE ISSUANCE OF THE BONDS OF SAID CITY IN AN AMOUNT NOT TO EXCEED THE SUM OF THIRTY-FIVE MILLION DOLLARS (\$35,000,000) TO BE ISSUED IN SERIES TO PROVIDE FUNDS FOR THE PURPOSES OF RECONSTRUCTING, REPAIRING, IMPROVING, AND REHABILITATING EXISTING STREETS, ROADS, AND INTERSECTIONS IN THE CITY (INCLUDING LIGHTING, SIDEWALKS/BIKEPATHS, LANDSCAPING, RELATED DRAINAGE IMPROVEMENTS, DRIVEWAY RECONSTRUCTION, AND OTHER RELATED IMPROVEMENTS); AND LEVYING AND COLLECTING AN ANNUAL TAX, IN ADDITION TO ALL OTHER TAXES, UPON ALL THE TAXABLE PROPERTY IN SAID CITY FOR THE PAYMENT OF THE INTEREST AND PRINCIPAL ON SAID BONDS; PROVIDING FOR ELECTION PROCEDURES; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, it is deemed advisable by The City of Norman, State of Oklahoma (the "City") to reconstruct, repair, improve, and rehabilitate existing streets, roads, and intersections in the City (including lighting, sidewalks/bikepaths, landscaping, related drainage improvements, driveway reconstruction, and other related improvements); and

WHEREAS, the estimated amount necessary for such purposes is Thirty-Five Million Dollars (\$35,000,000); and

WHEREAS, there are no funds in the treasury for such purposes, and power is granted said City by Section 27, Article 10, of the Oklahoma Constitution and laws of the State of Oklahoma, to issue bonds to provide funds for such purposes, provided the same is authorized by the registered qualified voters thereof, voting at an election held for such purpose.

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

Section 1. Propositions. That the Mayor of the City, or in his absence or incapacity, the duly qualified Mayor Pro Tempore, be and hereby is authorized and directed to call a special election to be held in the City on the 7th day of April, 2026, for the purpose of submitting to the registered qualified voters of the City, for their approval or rejection, the following proposition:

PROPOSITION 1

Shall the City of Norman, State of Oklahoma, incur an indebtedness by issuing its bonds in the sum of Thirty-Five Million Dollars (\$35,000,000) to provide funds for the purpose of reconstructing, repairing, improving, and rehabilitating existing streets, roads, and intersections in the City of Norman, Oklahoma (including

lighting, sidewalks/bikepaths, landscaping, related drainage improvements, driveway reconstruction, and other related improvements); and levy and collect an annual tax, in addition to all other taxes, upon all the taxable property in said City sufficient to pay the interest on said bonds as it falls due, and also to constitute a sinking fund for the payment of the principal thereof when due, said bonds to be competitively sold and bear interest at the lowest rate not to exceed the rate of ten percentum (10%) per annum, payable semi-annually and to become due serially within five (5) years from their date?

Section 2. Description of Projects and Use of Proceeds.

(Proposition)

Street and Road Project

The rural road improvements, the urban asphalt pavement rehabilitation, the urban concrete pavement rehabilitation, preventative maintenance and the roadway reconstruction, all represent improvements to roads and streets in The City of Norman, Oklahoma, including but not limited to those roads and streets listed below. The costs of the projects are based on engineering estimates, with engineering to be completed as the street and road bonds are issued and with the improvements to be made as needed. The specific projects for which at least seventy percent (70%) of the proceeds of the aforesaid street and road bonds shall be expended and the dollar amount of each such project shall be as follows:

Rural Road Improvements

Project will improve rural roads. Improvements to roadway can include but are not limited to milling of pavement surface, deep patching, new pavement surface or surface treatment, and shoulder or ditch improvements. The following rural roads are to be improved:

STREET NAME	FROM/TO
12 th Avenue NW	Rock Creek Road/Tecumseh Road
72 nd Avenue SE	Alameda Drive/State Highway 9
156 th Avenue NE	State Highway 9/Rock Creek Road
156 th Avenue NE	Rock Creek Road/Tecumseh Road
156 th Avenue NE	Tecumseh Road/Franklin Road
156 th Avenue NE	Franklin Road/Indian Hills Road
Franklin Road	12 th Avenue NE/24 th Avenue NE
Franklin Road	12 th Avenue NW/12 th Avenue NE

Urban Asphalt Pavement Rehabilitation

Project will improve urban streets. Improvements to roadway can include but are not limited to milling of asphalt surface, deep patching, and resurfacing of asphalt. The following streets are to be improved:

STREET NAME	FROM/TO
48 th Avenue NW	Main Street/Robinson Street
36 th Avenue NW	Main Street/Robinson Street
Johnson Street	Porter Avenue/Crawford Avenue
Oakcreek Drive	Oakside Drive/Oakhurst Avenue
Oakhollow Drive	Oakside Drive/Oakhurst Avenue
Oakmeadows Drive	Oakside Drive/Oakhurst Avenue
Oakside Drive	Oakhollow Drive/Oakcreek Drive
Arizona Avenue	Dakota Street/Kansas Street
Cherokee Lane	Lindsey Street/Russell Circle
Delaware Lane	Lindsey Street/Owl Street
Owl Street	Cherokee Lane/Delaware Lane
Dustin Drive	Boyd Street/Melisa Drive
Melisa Drive	Boyd Street/Dustin Drive
Gray Street	University Boulevard/Pickard Avenue
Peters Avenue	Robinson Street/Frank Street
Keith Street	Ponca Avenue/Classen Boulevard
Miller Avenue	Classen Boulevard/Alameda Street
Ponca Avenue	Acres Street/Frank Street
Ponca Avenue	Frank Street/North 700 ft (end of Ponca)
Timberdell Road	Pickard Avenue/Chautauqua Avenue
Virginia Street	Lindsey Street/Brooks Street
Webster Avenue	Duffy Street/Main Street
Bonnybrook Lane	Castlebay Street/Glen Oaks Drive
Castlebay Street	Bonnybrook Lane/Glen Oaks Drive
Larkhaven Street	Bonnybrook Lane/Castlebay Street
Bryant Circle	Robinson Street/Cul-de-sac
Lewis Street	Bryant Circle/Cul-de-sac
Auburn Court	Wheaton Drive/Cul-de-sac
Timbercrest Place	North Cul-de-sac/South Cul-de-sac
Wellesley Court	Creighton Drive/Cul-de-sac
Windham Court	Creighton Drive/Cul-de-sac
Oak Forrest Drive	24 th Avenue NE/Wood Hollow Court
Burning Tree	24 th Avenue NE/Oak Forrest Drive
Park Place	Burning Tree/Cul-de-sac
Five Oaks Street	Oak Forrest Drive/Cul-de-sac
Timberwood Court	Oak Forest Drive/Cul-de-sac

STREET NAME	FROM/TO
Wood Hollow Court	Oak Forrest Drive/Cul-de-sac
Westport Drive	24 th Avenue NW/Fairway Drive
Fairway Drive	North Cul-de-sac/South cul-de-sac
Dakota Street	Barbour Avenue/Berry Road
Alameda Street	Shiloh Drive/East 2200 Block
Oklahoma Avenue	Boyd Street/Morningside Drive
Morningside Drive	Oklahoma Avenue/Shulze Drive
Knollwood Street	Cimarron Drive/Tropicana Avenue
Tropicana Avenue	Overbrook Drive/Stonebridge Drive
Cimarron Drive	Tropicana Avenue/Knollwood Street
Stonebridge Drive	24 th Avenue SE/Stonebridge Court
Camelia Street	Cimarron Drive/Tropicana Avenue
24 th Avenue SE	Lindsey Street/Imhoff Road
West Interstate Drive	Robinson Street/Tecumseh Road

Urban Concrete Pavement Rehabilitation

Project will improve urban concrete streets and can include but not limited to removal and replacement of broken, damaged, and displaced concrete panels on the urban street system, as well as joint and crack sealing. The following streets are to be improved:

STREET NAME	FROM/TO
Albany Place	Beaumont Street/Cul-de-sac
Brandywine Lane	Beaumont Drive/Lindsey Street
22 nd Street	Nashville Drive/Beaumont Drive
23 rd Street	Nashville Drive/Beaumont Drive
Nashville Drive	22 nd Street/23 rd Street
Charleston Court	Richmond Street/Cul-de-sac
Charlotte Court	Sunrise Street/Cul-de-sac
Columbia Court	Richmond Drive/Cul-de-sac
Meridian Drive	East Cul-de-sac/West Cul-de-sac
Mobile Circle	Louisiana Street/Cul-de-sac
Shelby Court	West Cul-de-sac/East Cul-de-sac
Biloxi Drive	Lindsey Street/Beaumont Street
Holliday Drive	Sherry Avenue/Foreman Avenue
Scott Drive	Claremont Drive/Cul-de-sac
Sherry Avenue	Iowa Street/Westchester Avenue
Avondale Drive	Berry Road/McGee Drive
Beverly Hills Street	Pecan Drive/24th Avenue SW
Foxborough Court	West Cul-de-sac/East Cul-de-sac

STREET NAME	FROM/TO
Brookside Drive	Elmwood Street/Pickard Avenue
Cherokee Lane	Barkley Street/Russell Circle
Russell Circle	Cherokee Lane/Cul-de-sac
South Lahoma Avenue	Lindsey Street/Cruce Street
Hughbert Street	University Boulevard/Lahoma Avenue
Merrywood Lane	Boyd Street/Cul-de-sac
Ponca Avenue	Robinson Street/Primrose Drive
South Lahoma Avenue	Cruce Street/Boyd Street
Stanton Drive	Morren Drive/Atterbury Drive
Morren Drive	12 th Avenue SE/Crest Place
Orr Drive	Morren Drive/Overton Drive
Quanah Parker Trail	Cedar Crest Street/Cul-de-sac
Sequoyah Trail	12 th Avenue NE/9 th Avenue NE
Wyandotte Way	Rock Creek Road/Sequoyah Trail
Farmer Street	Lincoln Avenue/George Avenue
Garfield Avenue	Lindsey Street/Stinson Street
George Avenue	Lindsey Street/Stinson Street
Inwood Drive	Bedford Lane/Parkview Terrace
Crawford Avenue	Mimosa Drive/Crystal Circle
Mimosa Drive	Crawford Avenue/Peters Avenue
Mimosa Drive	Peters Avenue/Stubbeman Avenue
Crestmont Avenue	Sherry Avenue/Westchester Avenue
Foreman Avenue	Main Street/Holiday Drive
Marian Drive	Rowena Lane/McGee Drive
Crestmont Street	Royal Oak Drive/Forest Drive
Brookside Drive	Pickard Avenue/Elmwood Street
Sheffield Circle	West Cul-de-sac/East Cul-de-sac
Acacia Court	Magnolia Street/Cul-de-sac
Castlewood Drive	Imhoff Road/Cul-de-sac
Garrison Drive	Melrose Drive/Windsor Way
Connelly Lane	Pickard Avenue/Cul-de-sac
Belaire Drive	Barkley Avenue/Melisa Drive
Atterbury Drive	Morren Drive/Stanton Drive
Westbrooke Terrace	Berry Road/Cul-de-sac
Willowcreek Court	Sequoyah Trail/Woodview Drive
24 th Avenue NW	Main Street/Palmer Circle

Preventative Maintenance

Project may include any combination of the following preventative maintenance strategies, crack sealing, chip sealing, slurry seal, and asphalt

surface rejuvenators to extend the life of pavement by protecting the street surface from the effects of aging, cracking, deterioration and water infiltration. The following streets are to be improved in this manner:

STREET NAME	FROM/TO
Willowbend Road	36 th Avenue/Southern End
Windjammer Street	Willowbend Road/Prestwick Street
Prestwick Street	Windjammer Street/Willowbend Road
Banister Street	Willowbend Road/Cul-de-sac
Riverwalk Drive	36 th Avenue SW/Willowbrook Road
Scott's Bluff	Riverwalk Drive/Willowbend Road
Shadowview Court	Riverwalk Drive/Cul-de-sac
Rivermont Circle	Riverwalk Drive/Cul-de-sac
Riverwalk Court	Riverwalk Drive/Cul-de-sac
Trailwood Drive	Rock Creek Road/Lerkim Lane
Lerkim Lane	Trailwood Drive/Montane Drive
Piper Street	12 th Avenue NW/Lerkim Lane
Zara Street	Piper Street/Gulliver Street
Gulliver Street	Piper Street/Cul-de-sac
Grickle Drive	Trailwood Drive – Humming Fish Drive
Humming Fish Drive	Trailwood Drive/Grickle Drive
Ga Zump Drive	Trailwood Drive/Leopard Lily Drive
Tufts Lane	Ga Zump Drive/Ga Zump Drive
Truffula Circle	Tufts Lane/Cul-de-sac
Mossy Road	Trailwood Drive/Leopard Lily Drive
Barbaroot Drive	Trailwood Drive/Leopard Lily Drive
Bluefish Drive	Trailwood Drive/Leopard Lily Drive
Butterfly Way	Bluefish Drive/Cul-de-sac
Red Fish Road	Leopard Lily Drive/Sharpish Way
Sharpish Way	Redfish Road/Leopard Lily Drive
Waterleaf Drive	English Elm Lane/Leopard Lily Drive
English Elm Lane	Rock Creek Road/Poppy Lane
Poppy Lane	Waterleaf Drive/Rock Creek Road
Dayflower Lane	Waterleaf Drive/Leopard Lily Drive
Calla Lily Lane	Waterleaf Drive/Dayflower Lane
Leopard Lily Drive	Dayflower Lane/Bluefish Drive
Tecumseh Ridge Rd.	Porter Avenue/Cul-de-sac
Dollina Drive	Tecumseh Ridge Road/Derek Lane
Dollina Court	Derek Lane/Cul-de-sac
Derek Lane	Tecumseh Road/Shona Way
Shona Way	Tecumseh Ridge Road/Dollina Court
Tecumseh Ridge Court	Tecumseh Ridge Road/Cul-de-sac

STREET NAME	FROM/TO
Pine Hill Road	Astor Drive/Dornoch Lane
Dornoch Lane	Tayport Street/Pine Hill Road
Troon Street	Pinehill Road/Pinehill Road
Eden Court	Troon Street/Cul-de-sac
Cruden Drive	Cascade Boulevard/Irvine Drive
Tayport Street	Cruden Drive/Irvine Drive
Elie Street	Cruden Drive/Irvine Drive
Irvine Drive	Cruden Drive/Tayport Drive
Carnoustie Drive	Cascade Boulevard/Ladybank Lane
Ladybank Lane	Carnoustie Drive/Carnoustie Drive
Jubilee Street	Carnoustie Drive/Ladybank Lane
Gullane Drive	Carnoustie Drive/Ladybank Lane
Tecumseh Meadows Dr	Porter Avenue/Cul-de-sac
Tecumseh Meadows Way	Tecumseh Meadow Drive/Ness Drive
Ness Drive	Tecumseh Meadow Way/Skye Ridge Drive
Ness Circle	Ness Drive/Cul-de-sac
Perth Drive/Court	Skye Ridge Drive/Cul-de-sac
Skye Ridge Drive	Perth Drive/Highland Village Drive
Timber Shadows Drive	Perth Drive/Highland Village Drive
Terrace Park Trail	Tecumseh Meadows Drive/Highland Village Drive
Turnberry Drive/Court	Skye Ridge Drive/Cul-de-sac
Highland Terrace	Highland Ridge Drive/Cul-de-sac
Purchase Court	Hamden Avenue/Cul-de-sac
Shady Ridge Court	Hamden Avenue/Cul-de-sac
Glade Court	Hamden Avenue/Cul-de-sac
Lake Grove Court	Hamden Avenue/Cul-de-sac
Marbel Drive	Pecan Valley/Highland Terrace
Greens Parkway	Hamden Avenue/Pecan Valley
Pecan Valley	Marbel Drive/Greens Parkway
Village Lake Drive	Hamden Avenue/Greens Parkway
Hamden Avenue	Highland Village Drive/Greens Parkway
Hallbrooke Drive	Rock Creek Road/Marymount Road
Ithaca Drive	Burning Tree/Marymount Road
Bates Way	Burning Tree/Bates Court
Bates Court	Burning Tree/Bates Way
Ingels Place/Circle	Cul-de-sac/Cul-de-sac
Marymount Road	Providence Drive/Cul-de-sac
Burning Tree	24 th Avenue NE/Providence Drive
Turtle Creek Way	Hallbrooke Drive/Turtle Creek Drive

STREET NAME	FROM/TO
Turtle Creek Drive	Hallbrooke Drive/Turtle Creek Way
Williams Circle	Hallbrooke Drive/Cul-de-sac
Hallbrooke Court	Hallbrooke Drive/Cul-de-sac
Hollister Trail	Tecumseh Road/Santa Rose Ct.
Palomino Way	Tecumseh Road/Hollister Trail
Pamelo Circle	Hollister Trail/Cul-de-sac
Santa Rosa Court	Cul-de-sac/Cul-de-sac
Moorgate Drive	Franklin Road/Carrington Lane
Kensal Rise Place	Moorgate Drive/Carrington Lane
Black Horse Road	Moorgate Drive/Moorgate Drive
Kensal Rise Circle	Kensal Rise Place/Cul-de-sac
Ravenscourt Lane	Kensal Rise Place/Kensal Rise Place
Carrington Court	Carrington Lane/Cul-de-sac
Hackney Wick Rd.	Carrington Lane/Moorgate Road
Hackney Wick Way	Hackney Wick Road/Cannon Drive
Pimlico Drive	Cannon Drive/Canonbury Road
Pimlico Avenue	Pimlico Drive/Franklin Road
Dalston Circle	Pimlico Drive/Cul-de-sac
Canonbury Road	Pimlico Drive/Cannon Drive
Canonbury Circle	Canonbury Road/Cul-de-sac
Warrington Way	Cannon Drive/Stansbury Road
Pennington Circle	Carrington Lane/Cul-de-sac
Sandstone Circle	Sandstone Drive/East 2900 Block
Lochwood Drive	Alameda/North 200 Block
Coalbrook Drive	Devonshire Drive/Coach Court
Warrington Way	Cannon Drive/Stansbury Road
Pennington Circle	Carrington Lane/Cul-de-sac
Whitmore Court	Carrington Lane/Cul-de-sac
Whitmore Lane	Carrington Lane/Lorings Road
Lorings Road/Circle	Brownwood Lane/Cul-de-sac
Stansbury Road	Brownwood Lane/Whitmere Lane
Warrington Circle	Warrington Way/Cul-de-sac
Newman Street	24 th Avenue NE/Lone Oak Drive
Lone Oak Drive	White Oak Drive/Boardwalk Oaks Drive
White Oak Drive	Lone Oak Drive/Lone Oak Drive
Black Oak Circle	White Oak Drive/Cul-de-sac
Arbor Drive	Lone Oak Drive/Cul-de-sac
Broadwell Oaks Drive	Lone Oak Drive/Bethany Oak Drive
Bethany Oak Drive	Arbor Drive/Broadwell Oaks Drive
Woodsong Drive	Bethany Oak Drive/Broadwell Oaks Drive
Jackson Drive	24 th Avenue NE/Lone Oak Drive

STREET NAME	FROM/TO
Vista Springs Drive	72 nd Avenue NE/Robinson Street
Spring View Drive	72 nd Avenue NE/Vista Springs Drive
Turkey Run Court	Springview Drive/Cul-de-sac
Doe Ridge Court	Springview Drive/Cul-de-sac
Beaumont Square	Beaumont Drive/Beaumont Drive
Candlewood Drive	Brandywine Lane/Cul-de-sac
Peppertree Place	Candlewood Drive/Beaumont Drive
Highland Hills Drive	Lindsey Street/Cul-de-sac
Laird's Woods Circle	Highland Hills Drive/Highland Hills Drive
Sky Court	Highland Hills Drive/Cul-de-sac
Highland Hills Circle	Highland Hills Drive/Highland Hills Circle
Highland Lake Drive	Highland Hills Drive/48 th Avenue SE
Olde Oak Court	Highland Lake Drive/Cul-de-sac
Cobblestone Creek Dr.	12 th Avenue SE/Pebble Beach Drive
Spyglass Drive	Cobblestone Creek Drive/Sawgrass Drive
Sawgrass Drive	Spyglass Drive/Cul-de-sac
Pebble Beach Drive	Cobblestone Creek Drive/Cul-de-sac
Augusta Drive	Cobblestone Creek Drive/Cul-de-sac
Southern Hills Circle	Augusta Drive/Cul-de-sac
Monterey Drive	12 th Avenue SE/East End
Presidio Drive	Skyler Way/East End
Torrey Pines Road	Presidio Drive/1305 Torrey Pines Rd.
Catalina Court	Torrey Pines Road/Cul-de-sac
Pasatiempo Way	Monterey Drive/Presidio Drive
Everton Lane	24 th Avenue SE/Everton Court
Waterford Court	Everton Lane/Cul-de-sac
Langley Drive	Everton Lane/Birmingham Drive
Everton Court	Langley Drive/Cul-de-sac
Langley Court	Langley Drive/Birmingham Drive
Charlton Drive	Langley Drive/Birmingham Drive
Birmingham Drive	24 th Avenue SE/South End
Stonebridge Drive	24 th Avenue SE/Stonebridge Court
Stonebridge Court	Stonebridge Drive/North Cul-de-sac
Stonebridge Court	Stonebridge Drive/South Cul-de-sac
Tropicana Avenue	Cimarron Drive/Overbrook Drive
Cimarron Drive	Tropicana Avenue/Tropicana Drive
Camelia Street	Tropicana Avenue/Cimarron Drive
Knollwood Street	Tropicana Avenue/Cimarron Drive
Overbrook Drive	24 th Avenue SE/East End
South Lake Boulevard	24 th Avenue SE/Chadford Drive
Chadford Drive	South Lake Boulevard/Chadwick Drive

STREET NAME	FROM/TO
Bretford Way	South Lake Boulevard/South Hampton Drive
South Hampton Drive	Bretford Way/Kimball Drive
Kimball Drive	South Hampton Drive/Bretford Drive
Chadwick Drive	Chadford Drive/Kimball Drive
Chadwick Court	Chadwick Drive/Cul-de-sac
Hamden Avenue	Terrace Park Trail/Thornebrook Drive
Paxton Court	Pecan Valley/Highland Terrace
Towry Drive	Hamden Avenue/Pecan Valley
Nathan Drive	Hamden Avenue/Towry Drive
Thornebrook Drive	Hamden Avenue/Towry Drive
Queenston Avenue	Rock Creek Road/Rangeline Road
Ridgeline Road	Queenston Avenue/Caribou Court
Caribou Court	Fawn Run Crossing/North End
Fawn Run Crossing	Queenston Avenue/Rangeline Road
Bruckner Drive	Rock Creek Road/Central Parkway
Spoonwood Drive	Bruckner Drive/Bruckner Drive
Deer Chase Drive	Queenston Avenue/Cul-de-sac
Deer Run Drive	Elk Horn Road/Deer Chase Drive
Elk Horn Road	12 th Avenue NE/Deer Chase Drive
Northern Hills Road	Queenston Avenue/12 th Avenue NE
Northern Hills Lane	Northern Hills Road/Northern Hills Road
Central Parkway	12 th Avenue NE/North End
Baycharter Street	Pelham Drive/Central Parkway
Chambers Street	Pelham Drive/Central Parkway
Pelham Drive	Baycharter Street/Cul-de-sac
Newbury Drive	12 th Avenue NE/Broone Drive
Broone Drive	Delancey Drive/Newbury Drive
Delancey Drive	Broone Drive/Newbury Drive
Inglewood Drive	Central Parkway/Newbury Drive
Brookhaven Blvd.	Robinson Street/Ives Way
Ives Way	East Cul-de-sac/West Cul-de-sac
Havenbrook Street/Cir.	36 th Avenue NW/Cul-de-sac
Cobble Circle	Brookhaven Blvd./Cul-de-sac
Tudor Circle	Brookhaven Blvd./Cul-de-sac
Cord Circle	Brookhaven Blvd./Cul-de-sac
Havenbrook Street	36 th Avenue NW/Rambling Oaks Drive
Branchwood Drive	Havenbrook Street/Caddo Lane
Branchwood Court	Branchwood Drive/Cul-de-sac
Ash Lane	Branchwood Drive/Caddo Lane
Ash Court	Ash Lane/Cul-de-sac
Rye Road	Ash Lane/Rambling Oaks Drive

STREET NAME	FROM/TO
Bass Court	Ash Lane/Cul-de-sac
Resh Court	Branchwood Drive/Cul-de-sac
Springwood Lane	Ash Lane/Caddo Lane
Caddo Lane	Branchwood Drive/Rambling Oaks Drive
Rambling Oaks Drive	Robinson Street/North 500 Block

Road Reconstruction

Project will completely reconstruct urban streets and will include removal of existing pavement, curb and/or gutter, stabilization of subgrade, construction of new curb and/or gutter and driveway approaches, full depth paving, and drainage improvements, if required. The following streets are to be improved:

STREET NAME	FROM/TO
Halray Drive	Barkley Street/Brooks Street
Keith Street	Crawford Avenue/Classen Boulevard
Meadowbrook Drive	Walnut Road/Lakewood Drive
Symmes Street	Peters Avenue/Crawford Avenue
Abbey Drive	Boyd Street/Cul-de-sac
Mimosa Drive	Porter Avenue/Crawford Avenue
Atlanta Circle	Biloxi Street/Cul-de-sac
Coronado Avenue	Boyd Street/Abbey Drive
Columbia Circle	Biloxi Street/Cul-de-sac
Windward Avenue	Crossroads Boulevard/Cul-De-Sac
Park Avenue	Daws Street/Division Street

Total Street and Road Projects

\$35,000,000

Section 3. That such call for said election shall be by proclamation, signed by the Mayor or Mayor Pro Tempore and attested by the City Clerk, setting forth the propositions to be voted upon, a statement regarding the specific projects for which the proceeds of each of the aforesaid Bonds shall be expended and the dollar amount to be expended on such projects; that the ballots shall set forth the propositions to be voted upon substantially as set out in Section 1 hereof; and that the returns of said election shall be made to and canvassed by the Cleveland County Election Board.

Section 4. That the number and location of the polling places and the persons who shall conduct the election shall be the same as the regular polling places and persons prescribed and selected by the Cleveland County Election Board, for elections in The City of Norman, Oklahoma. As provided in Title 26, Oklahoma Statutes Section 13-103, the City authorizes the Cleveland

County Election Board to open all precinct polling places located within the municipal boundaries of the City.

Section 5. That the Special Election Proclamation and Notice of even date, a copy of which is on file with the City Clerk and which is incorporated herein by reference, calling said election is hereby approved in all respects, and the Mayor or Mayor Pro Tempore is hereby authorized to execute said Special Election Proclamation and Notice on behalf of the City, and the City Clerk is hereby authorized to attest and affix the seal of the City to said Special Election Proclamation and Notice, and to cause a copy of said Special Election Proclamation and Notice to be published as required by law, and a copy thereof delivered to the Cleveland County Election Board.

Section 6. That the City Clerk shall serve or cause to be served, a copy of this Ordinance and the Special Election Proclamation and Notice upon the office of the Cleveland County Election Board, at least sixty (60) days prior to the date of the election.

Section 7. Pursuant to Title 62, Section 896.1, the City Clerk is hereby directed to publish such project information related to the City's outstanding general obligation bonds, and project information related to the proposed general obligation bonds to be voted upon on April 7, 2026, in accordance with the Bond Transparency Act of 2017.

[Remainder of Page Intentionally Left Blank]

Ordinance No. 0-2526-29

PASSED AND ADOPTED AND SIGNED BY THE MAYOR THIS 27TH DAY OF
JANUARY, 2026.

THE CITY OF NORMAN, OKLAHOMA

(SEAL)

Mayor

ATTEST:

City Clerk

STATE OF OKLAHOMA)
) SS
COUNTY OF CLEVELAND)

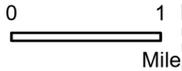
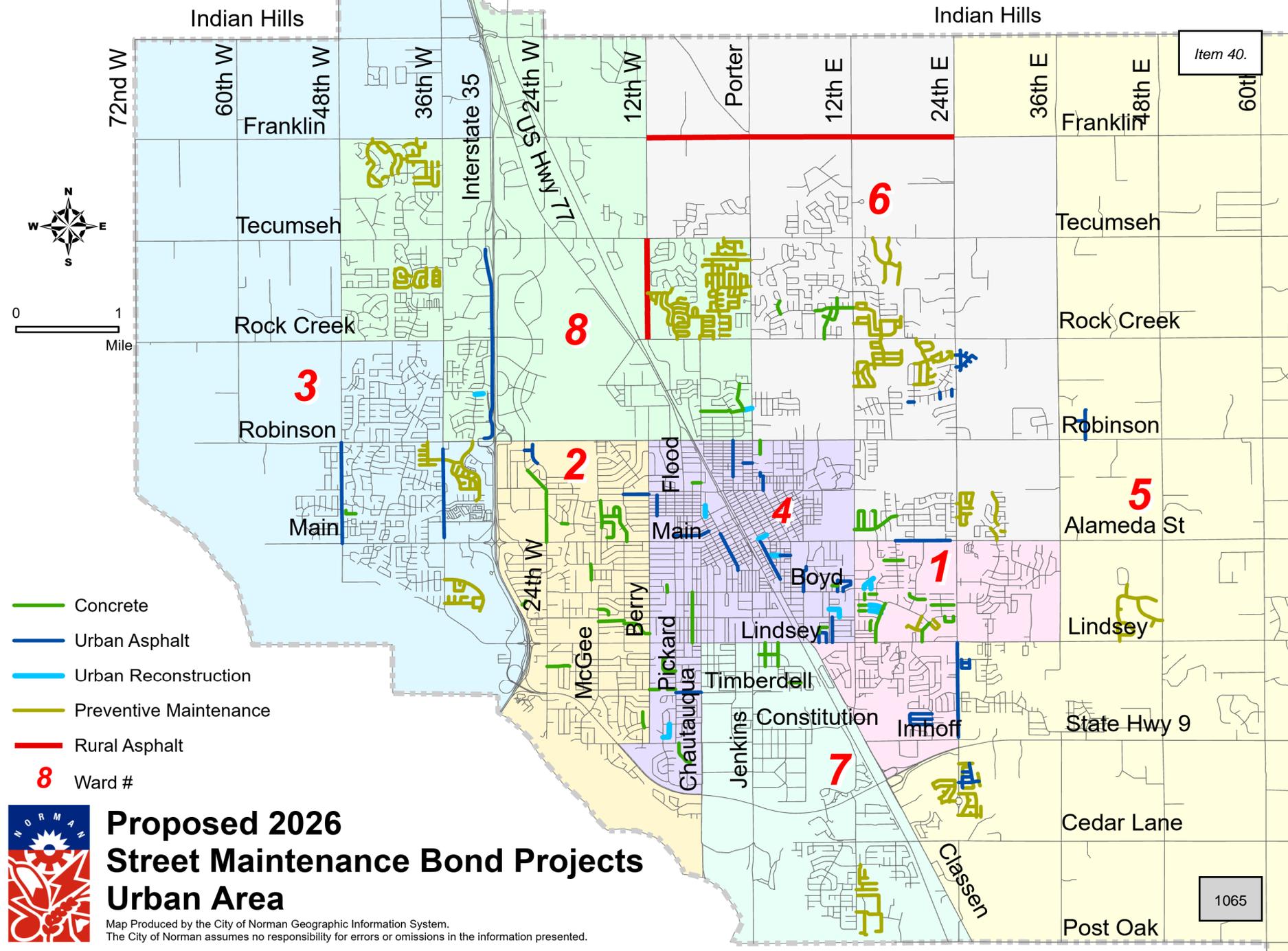
I, the undersigned, the duly qualified and acting Clerk of The City of Norman, Oklahoma hereby certify that the foregoing is a true and complete copy of an Ordinance authorizing the calling and holding of an election for the purpose therein set out adopted by the governing body of said municipality and Transcript of Proceedings of said governing body at a regular meeting thereof held on the date therein set out, insofar as the same relates to the introduction, reading and adoption thereof as the same appears of record in my office.

I further certify that attached hereto is a true and complete copy of the Notice of the schedule of regular meetings of the governing body of The City of Norman, Oklahoma for the calendar year 2026 having been given in writing to the City Clerk of said City at ___ o'clock __.m. on _____, 2025, and public notice of this meeting, setting forth the date, time, place and agenda was posted at ___ o'clock __.m. on the ___ day of January, 2026, by posting on the City's Internet website (www.normanok.gov) and by posting at the entry to the Municipal Building, 201 W. Gray, Norman, Oklahoma, 73069, the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act. Further, as required by Title 25 Oklahoma Statutes § 311A(9)(a)(1), the City made the notice of a public meeting available to the public in the principal office of the public body (201 W. Gray, Norman, Oklahoma, 73069) during normal business hours at least twenty-four (24) hours prior to the meeting.

WITNESS my hand and the seal of said City this _____ day of _____, 20__.

(SEAL)

City Clerk



- Concrete
- Urban Asphalt
- Urban Reconstruction
- Preventive Maintenance
- Rural Asphalt
- 8 Ward #



Proposed 2026 Street Maintenance Bond Projects Urban Area

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

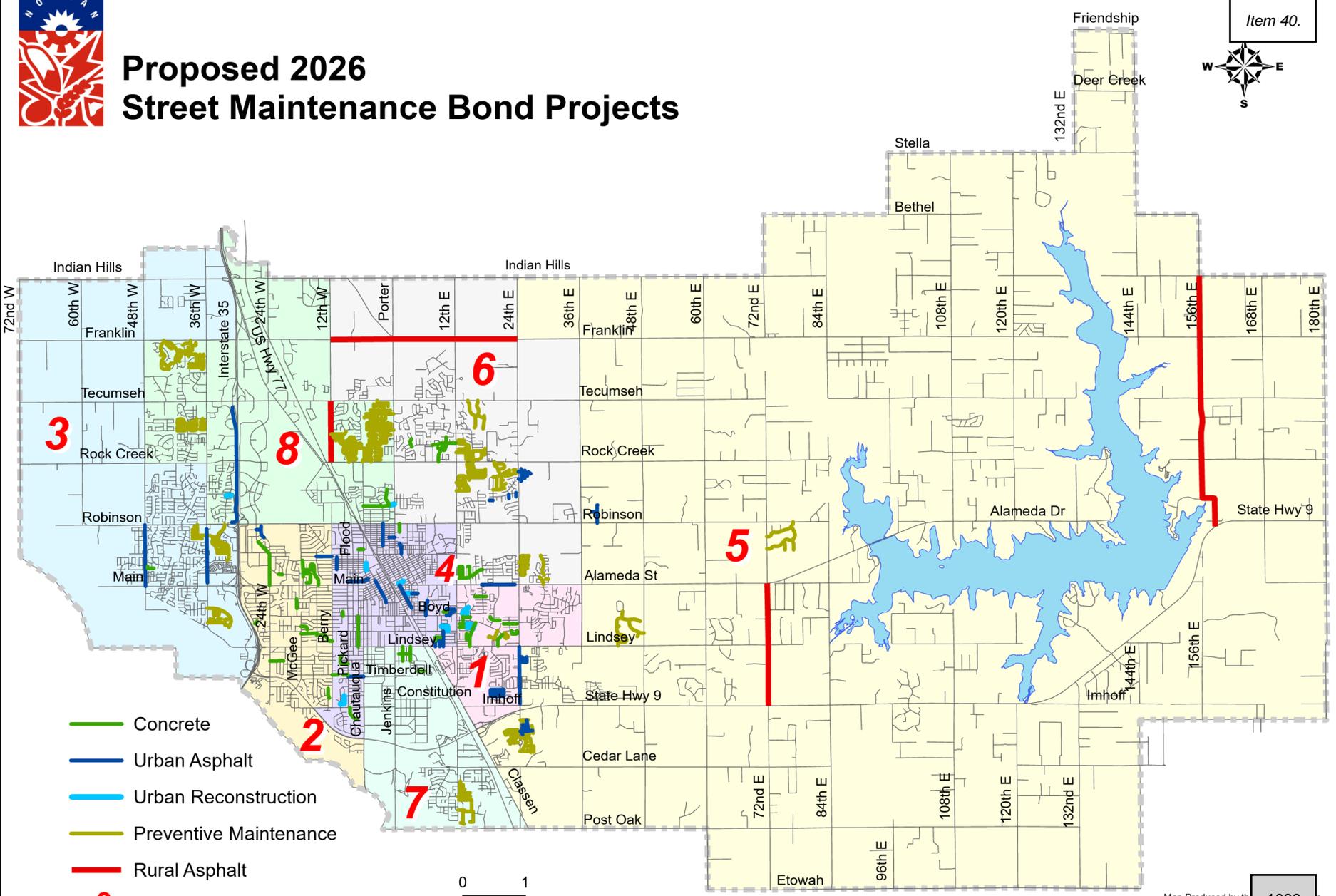
Item 40.

1065

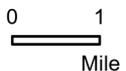


Proposed 2026 Street Maintenance Bond Projects

Item 40.



-  Concrete
-  Urban Asphalt
-  Urban Reconstruction
-  Preventive Maintenance
-  Rural Asphalt
-  Ward #



**SPECIAL ELECTION
PROCLAMATION AND NOTICE OF ELECTION**

Under and by virtue of the Statutes of the State of Oklahoma and acts complimentary, supplementary and enacted pursuant thereto, and Ordinance Nos. O-2526-29, O-2526-33, O-2526-35 and O-2526-36 dated January 27, 2026, authorizing the calling of an election on the Propositions hereinafter set forth, I, the undersigned Mayor of the City of Norman, Oklahoma, hereby call a special election and give notice thereof to be held in the City of Norman, Oklahoma, on the 7th day of April, 2026, for the purpose of submitting to the registered qualified voters in said City the proposed Propositions:

PROPOSITION I

Shall the City of Norman, State of Oklahoma, incur an indebtedness by issuing its bonds in the sum of Thirty-Five Million Dollars (\$35,000,000) to provide funds for the purpose of reconstructing, repairing, improving, and rehabilitating existing streets, roads, and intersections in the City of Norman, Oklahoma (including lighting, sidewalks/bikepaths, landscaping, related drainage improvements, driveway reconstruction, and other related improvements); and levy and collect an annual tax, in addition to all other taxes, upon all the taxable property in said City sufficient to pay the interest on said bonds as it falls due, and also to constitute a sinking fund for the payment of the principal thereof when due, said bonds to be competitively sold and bear interest at the lowest rate not to exceed the rate of ten percentum (10%) per annum, payable semi-annually and to become due serially within five (5) years from their date?

The ballot used at said election shall set out the Proposition as above set forth and shall also contain the words:

- 1st YES - FOR THE ABOVE PROPOSITION
- 2nd NO - AGAINST THE ABOVE PROPOSITION

PROPOSITION 2

Shall Ordinance O-2526-32 of the Council of the City of Norman, Oklahoma, increasing the Transient Guest Room Tax Rate by two percent (2%) to a total of ten percent (10%) and expanding the application of the tax rate to include spaces temporarily rented for overnight stays in a recreational vehicle, effective on July 1, 2026, be approved?

The ballot used at said election shall set out the Proposition as above set forth and shall also contain the words:

- 1st YES - FOR THE ABOVE PROPOSITION
- 2nd NO - AGAINST THE ABOVE PROPOSITION

PROPOSITION 3

Shall Section 2 of Article II of the Charter of the City of Norman be amended to change the beginning of Councilmember and Mayoral terms from the first Tuesday in July to the first Tuesday following scheduled run-off elections beginning in 2028 for Councilmembers representing even-numbered wards, 2029 for Councilmembers representing odd-numbered wards, and 2031 for the Mayor position, as more particularly described in Ordinance O-2526-34?

The ballot used at said election shall set out the Proposition as above set forth and shall also contain the words:

- 1st YES - FOR THE ABOVE PROPOSITION
- 2nd NO - AGAINST THE ABOVE PROPOSITION

PROPOSITION 4

Shall Section 2 of Article V of the Charter of the City of Norman be amended to allow for alternative professional certifications other than Certified Public Accountant, including Certified Internal Auditor, Certified Fraud Examiner, or equivalent certifications to qualify for the position of City Auditor, as more particularly described in Ordinance O-2526-34?

The ballot used at said election shall set out the Proposition as above set forth and shall also contain the words:

- 1st YES - FOR THE ABOVE PROPOSITION
- 2nd NO - AGAINST THE ABOVE PROPOSITION

PROPOSITION 5

Shall The City of Norman, State of Oklahoma, incur an indebtedness by issuing its general obligation bonds in the sum of Eight Million Dollars (\$8,000,000) to provide funds for the purpose of acquiring, constructing, reconstructing, expanding, repairing, which may also include improving, renovating, acquiring and equipping a homeless shelter community facility, to be owned exclusively by said City, to be completed with or without the use of other funds, and levy and collect an annual tax, in addition to all other taxes, upon all the taxable property in said City sufficient to pay the interest on said bonds as it falls due, and also to constitute a sinking fund for the payment of the principal thereof when due, said bonds to be competitively sold and bear interest at the lowest rate not to exceed the rate of ten percentum (10%) per annum, payable semi-annually and to become due serially within twenty (20) years from their date?

The ballot used at said election shall set out the Proposition as above set forth and shall also contain the words:

- 1st YES - FOR THE ABOVE PROPOSITION
- 2nd NO - AGAINST THE ABOVE PROPOSITION

That only the registered qualified voters of the City of Norman, Oklahoma, may vote upon the Propositions as above set forth.

The polls shall be opened at 7:00 o'clock a.m. and shall remain open continuously until and be closed at 7:00 o'clock p.m.

The special election shall be held at the same places and in the same manner prescribed by law for conducting county and state elections and the numbers and locations of the polling places and the persons who shall conduct said election shall be the same as for county and state elections, all as respectively designated and prescribed by the County Election Board of Cleveland County, Oklahoma. As provided in Title 26, Oklahoma Statutes Section 13-103, the City authorizes the Cleveland County Election Board to open all precinct polling places located within the municipal boundaries of the City.

WITNESS my hand as Mayor of the City of Norman, Oklahoma, and the Seal of said City affixed hereto on the _____ day of _____, 2026.

Mayor

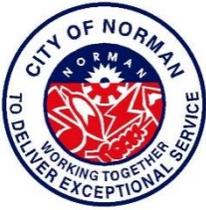
(SEAL)

ATTEST:

City Clerk

File Attachments for Item:

41. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2526-32 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTIONS 12-501 AND 12-502 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN, OKLAHOMA TO AMEND THE DEFINITION OF PERMANENT RESIDENT; PROVIDE A DEFINITION OF RECREATIONAL VEHICLES; INCREASE THE TRANSIENT GUEST ROOM TAX RATE FROM EIGHT PERCENT TO TEN PERCENT AND EXPAND THE APPLICATION OF THE TAX RATE TO INCLUDE SPACES TEMPORARILY RENTED FOR RECREATIONAL VEHICLES; ALL CONTINGENT ON VOTER APPROVAL OF ORDINANCE O-2526-33; PROVIDING FOR AN EFFECTIVE DATE FOR SAID CHANGES SUBJECT TO VOTER APPROVAL; AND PROVIDING FOR THE SEVERABILITY THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/27/2026

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Kathryn Walker, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2526-32 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTIONS 12-501 AND 12-502 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN, OKLAHOMA TO AMEND THE DEFINITION OF PERMANENT RESIDENT; PROVIDE A DEFINITION OF RECREATIONAL VEHICLES; INCREASE THE TRANSIENT GUEST ROOM TAX RATE FROM EIGHT PERCENT TO TEN PERCENT AND EXPAND THE APPLICATION OF THE TAX RATE TO INCLUDE SPACES TEMPORARILY RENTED FOR RECREATIONAL VEHICLES; ALL CONTINGENT ON VOTER APPROVAL OF ORDINANCE O-2526-33; PROVIDING FOR AN EFFECTIVE DATE FOR SAID CHANGES SUBJECT TO VOTER APPROVAL; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

The voters of Norman first approved the Transient Guest Room Tax (“Room Tax”) of 4% in 1980 for the explicit purpose of encouraging, promoting, and fostering the convention and tourism development within the City of Norman. The tax is applied to gross proceeds or rent derived from the rental of rooms or houses in Norman for less than 30 days. The tax has been increased two times since 1980. The revenues from the Room Tax are currently split between the Norman Convention and Visitors Bureau d/b/a VisitNorman (59.375%), the Norman Arts Council (25%), and the Norman Parks and Recreation Department (15.625%) after four percent (4%) is retained by the City to cover costs related to administering the tax. These allocations are set forth in contracts with VisitNorman and Norman Arts Council and not in the ordinance.

Council has recently discussed the planned growth in offerings in Norman for rental of spaces for overnight stays in recreational vehicles. Application of the Room Tax is currently limited to the rental of rooms or homes and does not apply to the rental of spaces for overnight stays in recreational vehicles.

Additionally, recent increases to the Room Tax in other metro area cities has raised the issue of whether Norman’s Room Tax could also be raised to provide additional funding for the Norman

Parks and Recreation Department, particularly since the department did not receive any of the additional funding associated with the last increase in the Room Tax rate in 2023.

DISCUSSION:

Ordinance O-2526-32 amends the Transient Guest Room Tax to accomplish the changes discussed above. First, a definition of “recreational vehicles” would be added to the Code, as well as an amendment to the definition of “permanent resident”. Permanent residents, as defined in the Code, are exempt from payment of the Room Tax. Amending the definition ensures spaces rented for overnight stays in recreational vehicles are taxed in the same way as other rooms or houses rented on a short term basis, while longer term residents (“permanent residents”) are not subject to Room Tax.

The ordinance also proposes an increase in the Room Tax rate from 8% to 10%. This tax is paid by visitors to Norman, and not Norman residents. Both the question of applying the tax to spaces rented for overnight stays in recreational vehicles and the increase in tax rate are subject to voter approval and Ordinance O-2526-32 is contingent on the passage of Ordinance O-2526-33 which calls a Special Election for April 7, 2026 for this purpose and sets forth the ballot language. If the election is successful, the rate increase will go into effect on July 1, 2026.

RECOMMENDATION:

Staff recommends adoption of Ordinances O-2526-32 and O-2526-33 upon Second and Final Reading.

AN ORDINANCE OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTIONS 12-501 AND 12-502 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN, OKLAHOMA TO AMEND THE DEFINITION OF PERMANENT RESIDENT; PROVIDE A DEFINITION OF RECREATIONAL VEHICLES; INCREASE THE TRANSIENT GUEST ROOM TAX RATE FROM EIGHT PERCENT TO TEN PERCENT AND EXPAND THE APPLICATION OF THE TAX RATE TO INCLUDE SPACES TEMPORARILY RENTED FOR RECREATIONAL VEHICLES; ALL CONTINGENT ON VOTER APPROVAL OF ORDINANCE O-2526-33; PROVIDING FOR AN EFFECTIVE DATE FOR SAID CHANGES SUBJECT TO VOTER APPROVAL; AND PROVIDING FOR THE SEVERABILITY THEREOF.

- § 1. WHEREAS, the Norman Transient Guest Room Tax Ordinance was originally adopted in May 1980 with the citizens of Norman voting to enact the corresponding excise tax of four percent (4%) in July 1980; and
- § 2. WHEREAS, the excise tax has been increased twice since its original adoption when it was increased from four percent (4%) to five percent (5%) in 2013 and from five percent (5%) to eight percent (8%) in 2023; and
- § 3. WHEREAS, excise tax funds collected through this tax are used exclusively for the purpose of encouraging, promoting and fostering the convention and tourism development in the City of Norman; and
- § 4. WHEREAS, increasing numbers of visitors to Norman are bringing recreational vehicles to Norman and renting space to park and stay in the vehicle during their visit to Norman;
- § 5. WHEREAS, increased revenue collected from the Transient Guest Room Tax can enhance convention and tourism development through investments in City parks.

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

- § 6. THAT, Section 12-501 of the Code of the City of Norman be amended to add the following:

12-501 Definitions

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:

* * * * *

Permanent resident means any occupant who has or shall have the right of occupancy of any rooms in a hotel or spaces for recreational vehicles in excess of 30 consecutive days during the current calendar year or preceding year.

Recreational vehicle (RV) means a motor vehicle or trailer equipped for living, offering temporary accommodations for camping, travel, and leisure, including features like beds, kitchens, and bathrooms, encompassing types of motorhomes (Class A, B, C) to towable trailers, campers, and truck campers, all designed for recreational use.

* * * *

§ 7. THAT, Section 12-502 of the Code of the City of Norman be amended as follows:

12-502 Tax Rate

There is hereby levied an excise tax of ~~eight~~ ten percent upon the gross proceeds or gross receipts derived from all rent for every occupancy of rooms in a hotel and occupancy of spaces rented for overnight stays in a recreational vehicle in this City except that the tax shall not be imposed where the rent is less than a rate of \$3.00 per day.

§ 8. Effective Date. The rates described above shall be effective for all occupancy billings issued on or after the 1st day of July, 2026, and thereafter conditioned upon said rate increase being approved by a majority of the registered voters voting in an election called for the purpose of approving or rejecting said rates; Said election to be held on the 7th day of April, 2026.

§ 9. **Severability.** If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance, except, that the effective date provision shall not be severable from the operative provisions of the ordinance.

PASSED AND ADOPTED AND SIGNED BY THE MAYOR THIS 27TH DAY OF JANUARY, 2026.

THE CITY OF NORMAN, OKLAHOMA

Mayor

ATTEST:

City Clerk

File Attachments for Item:

42. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2526-33 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN SAID CITY OF NORMAN, STATE OF OKLAHOMA ON THE SEVENTH DAY OF APRIL, 2026, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED, QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF APPROVING OR REJECTING ORDINANCE NO. O-2526-32, WHICH ORDINANCE AMENDS SECTIONS 12-501 AND 12-502 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN, OKLAHOMA BY EXPANDING THE APPLICATION OF THE TAX RATE TO INCLUDE SPACES RENTED FOR OVERNIGHT STAYS IN RECREATIONAL VEHICLES AND INCREASING THE EXCISE TAX UPON THE GROSS PROCEEDS OR GROSS RECEIPTS DERIVED FROM RENTS RECEIVED FROM OCCUPANCY OF HOTEL ROOMS AND RECREATIONAL VEHICLE SPACES FROM EIGHT PERCENT TO TEN PERCENT; PROVIDING AN EFFECTIVE DATE FOR SAID INCREASE SUBJECT TO VOTER APPROVAL; AND PROVIDING FOR THE SEVERABILITY THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/27/2026

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Kathryn Walker, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2526-33 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN SAID CITY OF NORMAN, STATE OF OKLAHOMA ON THE SEVENTH DAY OF APRIL, 2026, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED, QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF APPROVING OR REJECTING ORDINANCE NO. O-2526-32, WHICH ORDINANCE AMENDS SECTIONS 12-501 AND 12-502 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN, OKLAHOMA BY EXPANDING THE APPLICATION OF THE TAX RATE TO INCLUDE SPACES RENTED FOR OVERNIGHT STAYS IN RECREATIONAL VEHICLES AND INCREASING THE EXCISE TAX UPON THE GROSS PROCEEDS OR GROSS RECEIPTS DERIVED FROM RENTS RECEIVED FROM OCCUPANCY OF HOTEL ROOMS AND RECREATIONAL VEHICLE SPACES FROM EIGHT PERCENT TO TEN PERCENT; PROVIDING AN EFFECTIVE DATE FOR SAID INCREASE SUBJECT TO VOTER APPROVAL; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

The voters of Norman first approved the Transient Guest Room Tax ("Room Tax") of 4% in 1980 for the explicit purpose of encouraging, promoting, and fostering the convention and tourism development within the City of Norman. The tax is applied to gross proceeds or rent derived from the rental of rooms or houses in Norman for less than 30 days. The tax has been increased two times since 1980. The revenues from the Room Tax are currently split between the Norman Convention and Visitors Bureau d/b/a VisitNorman (59.375%), the Norman Arts Council (25%), and the Norman Parks and Recreation Department (15.625%) after four percent (4%) is retained by the City to cover costs related to administering the tax. These allocations are set forth in contracts with VisitNorman and Norman Arts Council and not in the ordinance.

Council has recently discussed the planned growth in offerings in Norman for rental of spaces for overnight stays in recreational vehicles. Application of the Room Tax is currently limited to the rental of rooms or homes and does not apply to the rental of spaces for overnight stays in recreational vehicles.

Additionally, recent increases to the Room Tax in other metro area cities has raised the issue of whether Norman's Room Tax could also be raised to provide additional funding for the Norman Parks and Recreation Department, particularly since the department did not receive any of the additional funding associated with the last increase in the Room Tax rate in 2023.

DISCUSSION:

Ordinance O-2526-32 amends the Transient Guest Room Tax to accomplish the changes discussed above. First, a definition of "recreational vehicles" would be added to the Code, as well as an amendment to the definition of "permanent resident". Permanent residents, as defined in the Code, are exempt from payment of the Room Tax. Amending the definition ensures spaces rented for overnight stays in recreational vehicles are taxed in the same way as other rooms or houses rented on a short term basis, while longer term residents ("permanent residents") are not subject to Room Tax.

The ordinance also proposes an increase in the Room Tax rate from 8% to 10%. This tax is paid by visitors to Norman, and not Norman residents. Both the question of applying the tax to spaces rented for overnight stays in recreational vehicles and the increase in tax rate are subject to voter approval and Ordinance O-2526-32 is contingent on the passage of Ordinance O-2526-33 which calls a Special Election for April 7, 2026 for this purpose and sets forth the ballot language. If the election is successful, the rate increase will go into effect on July 1, 2026.

RECOMMENDATION:

Staff recommends adoption of Ordinances O-2526-32 and O-2526-33 upon Second and Final Reading.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN SAID CITY OF NORMAN, STATE OF OKLAHOMA ON THE 7th DAY OF APRIL, 2026, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED, QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF APPROVING OR REJECTING ORDINANCE O-2526-32, WHICH ORDINANCE AMENDS SECTIONS 12-501 AND 12-502 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN, OKLAHOMA BY EXPANDING THE APPLICATION OF THE TAX RATE TO INCLUDE SPACES RENTED FOR OVERNIGHT STAYS IN RECREATIONAL VEHICLES AND INCREASING THE EXCISE TAX UPON THE GROSS PROCEEDS OR GROSS RECEIPTS DERIVED FROM RENTS RECEIVED FROM OCCUPANCY OF HOTEL ROOMS AND RECREATIONAL VEHICLE SPACES FROM EIGHT PERCENT TO TEN PERCENT; PROVIDING AN EFFECTIVE DATE FOR SAID INCREASE SUBJECT TO VOTER APPROVAL; AND PROVIDING FOR THE SEVERABILITY THEREOF.

- § 1. WHEREAS, the Norman Transient Guest Room Tax Ordinance was originally adopted in May 1980 with the citizens of Norman voting to enact the corresponding excise tax of four percent (4%) in July 1980; and
- § 2. WHEREAS, the excise tax has been increased twice since its original adoption when it was increased from four percent (4%) to five percent (5%) in 2013 and from five percent (5%) to eight percent (8%) in 2023; and
- § 3. WHEREAS, excise tax funds collected through this tax are used exclusively for the purpose of encouraging, promoting and fostering the convention and tourism development in the City of Norman; and
- § 4. WHEREAS, increasing numbers of visitors to Norman are bringing recreational vehicles to Norman and renting space to park and stay in the vehicle during their visit to Norman;
- § 5. WHEREAS, increased revenue collected from the Transient Guest Room Tax can enhance convention and tourism development through investments in City parks.

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

- § 6. Proposition. That the Mayor of the City of Norman, Oklahoma, or in his absence or incapacity, the duly qualified Mayor Pro Tem, be and hereby is authorized and directed to call a special election to be held in the City of Norman, Oklahoma, on the 7th day of April, 2026 for the purpose of submitting to the registered, qualified voters of said City of Norman, Oklahoma, for their approval or rejection the following propositions:

PROPOSITION 2

Shall Ordinance O-2526-32 of the Council of the City of Norman, Oklahoma, increasing the Transient Guest Room Tax Rate by two percent (2%) to a total of ten percent (10%) and expanding the application of the tax rate to include spaces temporarily rented for overnight stays in a recreational vehicle, effective on July 1, 2026, be approved?

§ 7. Election Procedures. That with respect to the election to be held on April 7, 2026:

a. The number and location of the polling places, the hours of opening and closing of the polls, and the names of the officers who shall conduct the election shall be the same as the regular polling places and persons prescribed and selected by the Cleveland County Election Board for elections in Norman, Oklahoma. As provided in Title 26, Oklahoma Statutes Section 13-103, the City authorizes the Cleveland County Election Board to open all precinct polling places located within the municipal boundaries of the City.

b. That the Special Election Proclamation and Notice of even date, a copy of which is on file with the City Clerk and which is incorporated herein by reference, calling said election is hereby approved in all respects, and the Mayor or Mayor Pro Tem is hereby authorized to execute said Special Election Proclamation and Notice on behalf of the City, and the City Clerk or Deputy City Clerk is hereby authorized to attest and affix the seal of the City to said Special Election Proclamation and Notice, and to cause a copy of said Special Election Proclamation and Notice to be published as required by law, and a copy thereof delivered to the Cleveland County Election Board.

c. That the City Clerk shall serve or cause to be served, a copy of this Ordinance and the Special Election Proclamation and Notice upon the office of the Cleveland County Election Board at least sixty days prior to the date of the election as required by law.

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

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PASSED AND ADOPTED AND SIGNED BY THE MAYOR THIS 27TH DAY OF
JANUARY, 2026.

THE CITY OF NORMAN, OKLAHOMA

Mayor

ATTEST:

City Clerk

**SPECIAL ELECTION
PROCLAMATION AND NOTICE OF ELECTION**

Under and by virtue of the Statutes of the State of Oklahoma and acts complimentary, supplementary and enacted pursuant thereto, and Ordinance Nos. O-2526-29, O-2526-33, O-2526-35 and O-2526-36 dated January 27, 2026, authorizing the calling of an election on the Propositions hereinafter set forth, I, the undersigned Mayor of the City of Norman, Oklahoma, hereby call a special election and give notice thereof to be held in the City of Norman, Oklahoma, on the 7th day of April, 2026, for the purpose of submitting to the registered qualified voters in said City the proposed Propositions:

PROPOSITION I

Shall the City of Norman, State of Oklahoma, incur an indebtedness by issuing its bonds in the sum of Thirty-Five Million Dollars (\$35,000,000) to provide funds for the purpose of reconstructing, repairing, improving, and rehabilitating existing streets, roads, and intersections in the City of Norman, Oklahoma (including lighting, sidewalks/bikepaths, landscaping, related drainage improvements, driveway reconstruction, and other related improvements); and levy and collect an annual tax, in addition to all other taxes, upon all the taxable property in said City sufficient to pay the interest on said bonds as it falls due, and also to constitute a sinking fund for the payment of the principal thereof when due, said bonds to be competitively sold and bear interest at the lowest rate not to exceed the rate of ten percentum (10%) per annum, payable semi-annually and to become due serially within five (5) years from their date?

The ballot used at said election shall set out the Proposition as above set forth and shall also contain the words:

- 1st YES - FOR THE ABOVE PROPOSITION
- 2nd NO - AGAINST THE ABOVE PROPOSITION

PROPOSITION 2

Shall Ordinance O-2526-32 of the Council of the City of Norman, Oklahoma, increasing the Transient Guest Room Tax Rate by two percent (2%) to a total of ten percent (10%) and expanding the application of the tax rate to include spaces temporarily rented for overnight stays in a recreational vehicle, effective on July 1, 2026, be approved?

The ballot used at said election shall set out the Proposition as above set forth and shall also contain the words:

- 1st YES - FOR THE ABOVE PROPOSITION
- 2nd NO - AGAINST THE ABOVE PROPOSITION

PROPOSITION 3

Shall Section 2 of Article II of the Charter of the City of Norman be amended to change the beginning of Councilmember and Mayoral terms from the first Tuesday in July to the first Tuesday following scheduled run-off elections beginning in 2028 for Councilmembers representing even-numbered wards, 2029 for Councilmembers representing odd-numbered wards, and 2031 for the Mayor position, as more particularly described in Ordinance O-2526-34?

The ballot used at said election shall set out the Proposition as above set forth and shall also contain the words:

- 1st YES - FOR THE ABOVE PROPOSITION
- 2nd NO - AGAINST THE ABOVE PROPOSITION

PROPOSITION 4

Shall Section 2 of Article V of the Charter of the City of Norman be amended to allow for alternative professional certifications other than Certified Public Accountant, including Certified Internal Auditor, Certified Fraud Examiner, or equivalent certifications to qualify for the position of City Auditor, as more particularly described in Ordinance O-2526-34?

The ballot used at said election shall set out the Proposition as above set forth and shall also contain the words:

- 1st YES - FOR THE ABOVE PROPOSITION
- 2nd NO - AGAINST THE ABOVE PROPOSITION

PROPOSITION 5

Shall The City of Norman, State of Oklahoma, incur an indebtedness by issuing its general obligation bonds in the sum of Eight Million Dollars (\$8,000,000) to provide funds for the purpose of acquiring, constructing, reconstructing, expanding, repairing, which may also include improving, renovating, acquiring and equipping a homeless shelter community facility, to be owned exclusively by said City, to be completed with or without the use of other funds, and levy and collect an annual tax, in addition to all other taxes, upon all the taxable property in said City sufficient to pay the interest on said bonds as it falls due, and also to constitute a sinking fund for the payment of the principal thereof when due, said bonds to be competitively sold and bear interest at the lowest rate not to exceed the rate of ten percentum (10%) per annum, payable semi-annually and to become due serially within twenty (20) years from their date?

The ballot used at said election shall set out the Proposition as above set forth and shall also contain the words:

- 1st YES - FOR THE ABOVE PROPOSITION
- 2nd NO - AGAINST THE ABOVE PROPOSITION

That only the registered qualified voters of the City of Norman, Oklahoma, may vote upon the Propositions as above set forth.

The polls shall be opened at 7:00 o'clock a.m. and shall remain open continuously until and be closed at 7:00 o'clock p.m.

The special election shall be held at the same places and in the same manner prescribed by law for conducting county and state elections and the numbers and locations of the polling places and the persons who shall conduct said election shall be the same as for county and state elections, all as respectively designated and prescribed by the County Election Board of Cleveland County, Oklahoma. As provided in Title 26, Oklahoma Statutes Section 13-103, the City authorizes the Cleveland County Election Board to open all precinct polling places located within the municipal boundaries of the City.

WITNESS my hand as Mayor of the City of Norman, Oklahoma, and the Seal of said City affixed hereto on the _____ day of _____, 2026.

Mayor

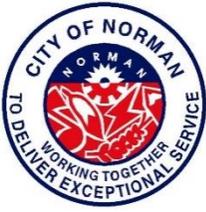
(SEAL)

ATTEST:

City Clerk

File Attachments for Item:

43. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2526-34 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING ARTICLE II, SECTION 2 OF THE CITY CHARTER TO MOVE THE BEGINNING DATE OF COUNCILMEMBER AND MAYORAL TERMS TO THE FIRST TUESDAY FOLLOWING SCHEDULED RUN-OFF ELECTIONS BEGINNING IN 2028 FOR EVEN-NUMBERED WARDS, 2029 FOR ODD-NUMBERED WARDS, AND 2031 FOR MAYORAL TERMS; ARTICLE V, SECTION 2 OF THE CITY CHARTER TO ALLOW FOR ALTERNATIVE PROFESSIONAL CERTIFICATIONS BEYOND CERTIFIED PUBLIC ACCOUNTANT TO QUALIFY FOR THE POSITION OF CITY AUDITOR; ESTABLISHING AN EFFECTIVE DATE CONTINGENT UPON APPROVAL BY THE VOTERS AND AS PROVIDED BY LAW; AND PROVIDING FOR THE SEVERABILITY THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/27/2026

REQUESTER: City Council

PRESENTER: Kathryn Walker, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2526-34 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING ARTICLE II, SECTION 2 OF THE CITY CHARTER TO MOVE THE BEGINNING DATE OF COUNCILMEMBER AND MAYORAL TERMS TO THE FIRST TUESDAY FOLLOWING SCHEDULED RUN-OFF ELECTIONS BEGINNING IN 2028 FOR EVEN-NUMBERED WARDS, 2029 FOR ODD-NUMBERED WARDS, AND 2031 FOR MAYORAL TERMS; ARTICLE V, SECTION 2 OF THE CITY CHARTER TO ALLOW FOR ALTERNATIVE PROFESSIONAL CERTIFICATIONS BEYOND CERTIFIED PUBLIC ACCOUNTANT TO QUALIFY FOR THE POSITION OF CITY AUDITOR; ESTABLISHING AN EFFECTIVE DATE CONTINGENT UPON APPROVAL BY THE VOTERS AND AS PROVIDED BY LAW; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

During the Council Retreat this past summer, Council discussed possible upcoming election topics. One of the topics discussed included some changes to the Charter. These included changing the beginning date for Councilmember and Mayoral terms to coincide more closely with the election date, and the addition of possible certifications to qualify for the position of City Auditor beyond certified public accountant.

Council last discussed these amendments on January 6, 2026 and provided direction to move forward with preparing the amendments and related ballot language for the April 7, 2026 election.

DISCUSSION:

Ordinance O-2526-34 proposes amendments to two sections of the Charter. Changing the beginning date of Councilmember terms to coincide more closely with the election requires an amendment to Article II, Section 2 of the Charter. Currently, Councilmember and Mayoral terms begin at 6:30pm on the first Tuesday of July. When a Councilmember or Mayor is elected in the February election, this results in an extended time between the election and the beginning of the term. For uniformity, the proposed amendment would move the beginning date of terms to

6:30pm on the first Tuesday following the run-off election so all Councilmembers will have the same length of terms regardless of whether there was a run-off election. Additionally, the change is implemented over time to ensure current terms, and terms for which an election is already scheduled, are not impacted by this change.

The second proposed change to the Charter is an amendment to Article V, Section 2 related to the appointment of a City Auditor. The City Auditor position was first created by Charter amendment in 2022 and required that the person holding the position be a certified public accountant. After discussion, Council desired to allow for other alternative certifications in order to qualify for the position of City Auditor. The amendment would allow a candidate for City Auditor to qualify for the position if he or she holds an alternative professional certification, including Certified Internal Auditor, Certified Fraud Examiner, or equivalent certification.

In order to meet election deadlines for the April election, Ordinance O-2526-34 amending the City Charter and Ordinance O-2526-35 calling an election for such purpose are currently slated for Council consideration on First Reading on January 13, 2026 and Second and Final Reading on January 27, 2026.

RECOMMENDATION:

Staff forwards Ordinances O-2526-34 and O-2526-35 for Council consideration on Second and Final Reading.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING ARTICLE II, SECTION 2 OF THE CITY CHARTER TO MOVE THE BEGINNING DATE OF COUNCILMEMBER AND MAYORAL TERMS TO THE FIRST TUESDAY FOLLOWING SCHEDULED RUN-OFF ELECTIONS BEGINNING IN 2028 FOR EVEN-NUMBERED WARDS, 2029 FOR ODD-NUMBERED WARDS, AND 2031 FOR MAYORAL TERMS; ARTICLE V, SECTION 2 OF THE CITY CHARTER TO ALLOW FOR ALTERNATIVE PROFESSIONAL CERTIFICATIONS BEYOND CERTIFIED PUBLIC ACCOUNTANT TO QUALIFY FOR THE POSITION OF CITY AUDITOR; ESTABLISHING AN EFFECTIVE DATE CONTINGENT UPON APPROVAL BY THE VOTERS AND AS PROVIDED BY LAW; AND PROVIDING FOR THE SEVERABILITY THEREOF.

- § 1. WHEREAS, the City Council has discussed possible amendments to the Charter over the last several months; and
- § 2. WHEREAS, City Council has deemed it advisable to move forward with submission to the voters a proposed amendment that would result in Councilmembers and the Mayor being sworn in for new terms closer to the election date; and
- § 3. WHEREAS, said amendment to the beginning date of Councilmember and Mayoral terms has been crafted to ensure the current terms and terms for which elections have already been scheduled will not be impacted by the change; and
- § 4. WHEREAS, City Council has deemed it advisable to move forward with submission to the voters a proposed amendment that would allow for alternative professional certifications beyond certified public accountant in order to qualify for the position of City Auditor.

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

- § 1. That, Section 1 of Article II of the Charter of the City of Norman, Oklahoma be amended to read as follows:

2. - Term of office.

The term of Councilmembers shall be for a period of two years. The terms of Councilmembers chosen to represent Council wards two (2), four (4), six (6), and eight (8) shall ~~expire~~begin on the first Tuesday of July of the next even numbered year after their election through July 2026. Beginning in 2028, the terms of Councilmembers chosen to represent even-numbered wards shall begin at six-thirty in the evening (6:30pm) on the first Tuesday following the date of the scheduled run-off election for such offices.

The term of Councilmembers chosen to represent Council wards one (1), three (3), five (5), and seven (7) shall ~~expire~~begin on the first Tuesday of July of the next odd numbered year after their election through July 2027. Beginning in 2029, the terms of

Councilmembers chosen to represent odd-numbered wards shall begin at six-thirty in the evening (6:30pm) on the first Tuesday following the date of the scheduled run-off election for such offices.

Each elected officer shall continue to hold and to perform the duties of his office until his successor is elected and qualified, unless he is removed or forfeits his office under other provisions of this Charter.

~~The term of office of the Mayor elected at regular elections, Elections for Mayor shall be occur every three (3) years. The term of the Mayor shall expire-begin on the first Tuesday of July and each three (3) years thereafter through July 2028. Beginning with the 2031 election, and every third year thereafter, the term of the Mayor shall begin at six-thirty in the evening (6:30pm) on the first Tuesday following the date of the scheduled run-off election for such offices.~~

* * * *

- § 2. That, Section 2 of Article V of the Charter of the City of Norman, Oklahoma be amended to read as follows:

2 Appointment and Removal of City Auditor

Council shall by an affirmative vote of five (5) members appoint a City Auditor, who shall serve at the pleasure of the City Council as a full-time at-will employee. He or she shall be chosen by the Council solely upon the basis of his or her qualifications, including graduation from an accredited college or university with a bachelor's degree in accounting, finance or a related field, proof of having obtained one of the following professional certifications: Certified Public Accountant (CPA), Certified Internal Auditor (CIA), Certified Fraud Examiner (CFE), or other equivalent professional certification, and with a minimum of five (5) years of professional level experience in auditing, and without regard to age, race, color, religion, ancestry, national origin, sex or place of birth, and need not, when appointed, be a resident of the City or State. No member of the Council shall, during the time for which he is elected, be chosen City Auditor, nor for two years after he or she ceases to be a member. In case of absence or disability of the City Auditor, the Council may designate some qualified person to perform the duties of the office during such absence or disability. The City Auditor may be removed or suspended at any time, upon an affirmative vote of five (5) members of the Council. Should at least four (4) Councilmembers desire that a majority of Council discuss removal or suspension of the City Auditor, then a notice of such a request shall be filed with the City Clerk, who shall then place an item for Executive Session for that purpose on the Agenda of the next regularly scheduled Council meeting or at a special meeting of the Council called for that purpose. In the event Council should desire to suspend or remove the City Auditor following the Executive Session, an additional item shall be included on the same Agenda of the meeting in which the Executive Session is to be held to consider immediate suspension or removal of the City Auditor. If the Council suspends or removes the City Auditor from office, the Council may provide for the temporary performance of the City

Auditor’s duties. The action of the Council in suspending or removing the City Auditor shall be final, it being the intention of this Charter to vest all authority and fix all responsibility for such suspension or removal in the Council.

§ 3. That, the remaining portions of the Articles and Sections referred to herein shall remain unchanged.

§4. Effective Date. This ordinance shall become effective upon approval by a majority of the qualified electors voting at a Special Election to be held on April 7, 2026, and as otherwise provided by law.

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

ADOPTED this _____ day
of _____, 2026.

NOT ADOPTED this _____ day
Of _____, 2026.

Mayor

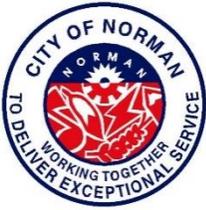
Mayor

ATTEST:

City Clerk

File Attachments for Item:

44. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2526-35 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN THE CITY OF NORMAN, STATE OF OKLAHOMA, ON THE 7TH DAY OF APRIL, 2026, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF APPROVING OR REJECTING ORDINANCE O-2526-34, WHICH ORDINANCE AMENDS ARTICLE II, SECTION 2 OF THE CITY CHARTER TO MOVE THE BEGINNING DATE OF COUNCILMEMBER AND MAYORAL TERMS TO THE FIRST TUESDAY FOLLOWING SCHEDULED RUN-OFF ELECTIONS BEGINNING IN 2028 FOR EVEN-NUMBERED WARDS, 2029 FOR ODD-NUMBERED WARDS, AND 2031 FOR MAYORAL TERMS; ARTICLE V, SECTION 2 OF THE CITY CHARTER TO ALLOW FOR ALTERNATIVE PROFESSIONAL CERTIFICATIONS BEYOND CERTIFIED PUBLIC ACCOUNTANT TO QUALIFY FOR THE POSITION OF CITY AUDITOR; AND PROVIDING FOR THE SEVERABILITY THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/27/2026

REQUESTER: City Council

PRESENTER: Kathryn Walker, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2526-35 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN THE CITY OF NORMAN, STATE OF OKLAHOMA, ON THE 7TH DAY OF APRIL, 2026, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF APPROVING OR REJECTING ORDINANCE O-2526-34, WHICH ORDINANCE AMENDS ARTICLE II, SECTION 2 OF THE CITY CHARTER TO MOVE THE BEGINNING DATE OF COUNCILMEMBER AND MAYORAL TERMS TO THE FIRST TUESDAY FOLLOWING SCHEDULED RUN-OFF ELECTIONS BEGINNING IN 2028 FOR EVEN-NUMBERED WARDS, 2029 FOR ODD-NUMBERED WARDS, AND 2031 FOR MAYORAL TERMS; ARTICLE V, SECTION 2 OF THE CITY CHARTER TO ALLOW FOR ALTERNATIVE PROFESSIONAL CERTIFICATIONS BEYOND CERTIFIED PUBLIC ACCOUNTANT TO QUALIFY FOR THE POSITION OF CITY AUDITOR; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

During the Council Retreat this past summer, Council discussed possible upcoming election topics. One of the topics discussed included some changes to the Charter. These included changing the beginning date for Councilmember and Mayoral terms to coincide more closely with the election date, and the addition of possible certifications to qualify for the position of City Auditor beyond certified public accountant.

Council last discussed these amendments on January 6, 2026 and provided direction to move forward with preparing the amendments and related ballot language for the April 7, 2026 election.

DISCUSSION:

Ordinance O-2526-34 proposes amendments to two sections of the Charter. Changing the beginning date of Councilmember terms to coincide more closely with the election requires an amendment to Article II, Section 2 of the Charter. Currently, Councilmember and Mayoral terms

begin at 6:30pm on the first Tuesday of July. When a Councilmember or Mayor is elected in the February election, this results in an extended time between the election and the beginning of the term. For uniformity, the proposed amendment would move the beginning date of terms to 6:30pm on the first Tuesday following the run-off election so all Councilmembers will have the same length of terms regardless of whether there was a run-off election. Additionally, the change is implemented over time to ensure current terms, and terms for which an election is already scheduled, are not impacted by this change.

The second proposed change to the Charter is an amendment to Article V, Section 2 related to the appointment of a City Auditor. The City Auditor position was first created by Charter amendment in 2022 and required that the person holding the position be a certified public accountant. After discussion, Council desired to allow for other alternative certifications in order to qualify for the position of City Auditor. The amendment would allow a candidate for City Auditor to qualify for the position if he or she holds an alternative professional certification, including Certified Internal Auditor, Certified Fraud Examiner, or equivalent certification.

In order to meet election deadlines for the April election, Ordinance O-2526-34 amending the City Charter and Ordinance O-2526-35 calling an election for such purpose are currently slated for Council consideration on First Reading on January 13, 2026 and Second and Final Reading on January 27, 2026.

RECOMMENDATION:

Staff forwards Ordinances O-2526-34 and O-2526-35 for Council consideration on Second and Final Reading.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN THE CITY OF NORMAN, STATE OF OKLAHOMA, ON THE 7TH DAY OF APRIL, 2026, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF APPROVING OR REJECTING ORDINANCE O-2526-34, WHICH ORDINANCE AMENDS ARTICLE II, SECTION 2 OF THE CITY CHARTER TO MOVE THE BEGINNING DATE OF COUNCILMEMBER AND MAYORAL TERMS TO THE FIRST TUESDAY FOLLOWING SCHEDULED RUN-OFF ELECTIONS BEGINNING IN 2028 FOR EVEN-NUMBERED WARDS, 2029 FOR ODD-NUMBERED WARDS, AND 2031 FOR MAYORAL TERMS; ARTICLE V, SECTION 2 OF THE CITY CHARTER TO ALLOW FOR ALTERNATIVE PROFESSIONAL CERTIFICATIONS BEYOND CERTIFIED PUBLIC ACCOUNTANT TO QUALIFY FOR THE POSITION OF CITY AUDITOR; AND PROVIDING FOR THE SEVERABILITY THEREOF .

- § 1. WHEREAS, the City Council has discussed possible amendments to the Charter over the last several months; and
- § 2. WHEREAS, City Council has deemed it advisable to move forward with submission to the voters a proposed amendment that would result in Councilmembers and the Mayor being sworn in for new terms closer to the election date; and
- § 3. WHEREAS, said amendment to the beginning date of Councilmember and Mayoral terms has been crafted to ensure the current terms and terms for which elections have already been scheduled will not be impacted by the change; and
- § 4. WHEREAS, City Council has deemed it advisable to move forward with submission to the voters a proposed amendment that would allow for alternative professional certifications beyond certified public accountant in order to qualify for the position of City Auditor.

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

§ 5. PROPOSITION 3

Shall Section 2 of Article II of the Charter of the City of Norman be amended to change the beginning of Councilmember and Mayoral terms from the first Tuesday in July to the first Tuesday following scheduled run-off elections beginning in 2028 for Councilmembers representing even-numbered wards, 2029 for Councilmembers representing odd-numbered wards, and 2031 for the Mayor position, as more particularly described in Ordinance O-2526-34?

§ 6. PROPOSITION 4

Shall Section 2 of Article V of the Charter of the City of Norman be amended to allow for alternative professional certifications other than Certified Public Accountant, including

Certified Internal Auditor, Certified Fraud Examiner, or equivalent certifications to qualify for the position of City Auditor, as more particularly described in Ordinance O-2526-34?

§ 7 Election Procedures. That with respect to the election to be held on April 7, 2026:

a. The number and location of the polling places, the hours of opening and closing of the polls, and the names of the officers who shall conduct the election shall be the same as the regular polling places and persons prescribed and selected by the Cleveland County Election Board for elections in Norman, Oklahoma. As provided in Title 26, Oklahoma Statutes Section 13-103, the City authorizes the Cleveland County Election Board to open all precinct polling places located within the municipal boundaries of the City.

b. That the Special Election Proclamation and Notice of even date, a copy of which is on file with the City Clerk and which is incorporated herein by reference, calling said election is hereby approved in all respects, and the Mayor or Mayor Pro Tem is hereby authorized to execute said Special Election Proclamation and Notice on behalf of the City, and the City Clerk or Deputy City Clerk is hereby authorized to attest and affix the seal of the City to said Special Election Proclamation and Notice, and to cause a copy of said Special Election Proclamation and Notice to be published as required by law, and a copy thereof delivered to the Cleveland County Election Board.

c. That the City Clerk shall serve or cause to be served, a copy of this Ordinance and the Special Election Proclamation and Notice upon the office of the Cleveland County Election Board at least sixty days prior to the date of the election as required by law.

§ 8. That the amendments of the City Charter proposed herein shall be effective provided by law.

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

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PASSED AND ADOPTED AND SIGNED BY THE MAYOR THIS 27TH DAY OF
JANUARY, 2026.

THE CITY OF NORMAN, OKLAHOMA

Mayor

ATTEST:

City Clerk

**SPECIAL ELECTION
PROCLAMATION AND NOTICE OF ELECTION**

Under and by virtue of the Statutes of the State of Oklahoma and acts complimentary, supplementary and enacted pursuant thereto, and Ordinance Nos. O-2526-29, O-2526-33, O-2526-35 and O-2526-36 dated January 27, 2026, authorizing the calling of an election on the Propositions hereinafter set forth, I, the undersigned Mayor of the City of Norman, Oklahoma, hereby call a special election and give notice thereof to be held in the City of Norman, Oklahoma, on the 7th day of April, 2026, for the purpose of submitting to the registered qualified voters in said City the proposed Propositions:

PROPOSITION I

Shall the City of Norman, State of Oklahoma, incur an indebtedness by issuing its bonds in the sum of Thirty-Five Million Dollars (\$35,000,000) to provide funds for the purpose of reconstructing, repairing, improving, and rehabilitating existing streets, roads, and intersections in the City of Norman, Oklahoma (including lighting, sidewalks/bikepaths, landscaping, related drainage improvements, driveway reconstruction, and other related improvements); and levy and collect an annual tax, in addition to all other taxes, upon all the taxable property in said City sufficient to pay the interest on said bonds as it falls due, and also to constitute a sinking fund for the payment of the principal thereof when due, said bonds to be competitively sold and bear interest at the lowest rate not to exceed the rate of ten percentum (10%) per annum, payable semi-annually and to become due serially within five (5) years from their date?

The ballot used at said election shall set out the Proposition as above set forth and shall also contain the words:

- 1st YES - FOR THE ABOVE PROPOSITION
- 2nd NO - AGAINST THE ABOVE PROPOSITION

PROPOSITION 2

Shall Ordinance O-2526-32 of the Council of the City of Norman, Oklahoma, increasing the Transient Guest Room Tax Rate by two percent (2%) to a total of ten percent (10%) and expanding the application of the tax rate to include spaces temporarily rented for overnight stays in a recreational vehicle, effective on July 1, 2026, be approved?

The ballot used at said election shall set out the Proposition as above set forth and shall also contain the words:

- 1st YES - FOR THE ABOVE PROPOSITION
- 2nd NO - AGAINST THE ABOVE PROPOSITION

PROPOSITION 3

Shall Section 2 of Article II of the Charter of the City of Norman be amended to change the beginning of Councilmember and Mayoral terms from the first Tuesday in July to the first Tuesday following scheduled run-off elections beginning in 2028 for Councilmembers representing even-numbered wards, 2029 for Councilmembers representing odd-numbered wards, and 2031 for the Mayor position, as more particularly described in Ordinance O-2526-34?

The ballot used at said election shall set out the Proposition as above set forth and shall also contain the words:

- 1st YES - FOR THE ABOVE PROPOSITION
- 2nd NO - AGAINST THE ABOVE PROPOSITION

PROPOSITION 4

Shall Section 2 of Article V of the Charter of the City of Norman be amended to allow for alternative professional certifications other than Certified Public Accountant, including Certified Internal Auditor, Certified Fraud Examiner, or equivalent certifications to qualify for the position of City Auditor, as more particularly described in Ordinance O-2526-34?

The ballot used at said election shall set out the Proposition as above set forth and shall also contain the words:

- 1st YES - FOR THE ABOVE PROPOSITION
- 2nd NO - AGAINST THE ABOVE PROPOSITION

PROPOSITION 5

Shall The City of Norman, State of Oklahoma, incur an indebtedness by issuing its general obligation bonds in the sum of Eight Million Dollars (\$8,000,000) to provide funds for the purpose of acquiring, constructing, reconstructing, expanding, repairing, which may also include improving, renovating, acquiring and equipping a homeless shelter community facility, to be owned exclusively by said City, to be completed with or without the use of other funds, and levy and collect an annual tax, in addition to all other taxes, upon all the taxable property in said City sufficient to pay the interest on said bonds as it falls due, and also to constitute a sinking fund for the payment of the principal thereof when due, said bonds to be competitively sold and bear interest at the lowest rate not to exceed the rate of ten percentum (10%) per annum, payable semi-annually and to become due serially within twenty (20) years from their date?

The ballot used at said election shall set out the Proposition as above set forth and shall also contain the words:

- 1st YES - FOR THE ABOVE PROPOSITION
- 2nd NO - AGAINST THE ABOVE PROPOSITION

That only the registered qualified voters of the City of Norman, Oklahoma, may vote upon the Propositions as above set forth.

The polls shall be opened at 7:00 o'clock a.m. and shall remain open continuously until and be closed at 7:00 o'clock p.m.

The special election shall be held at the same places and in the same manner prescribed by law for conducting county and state elections and the numbers and locations of the polling places and the persons who shall conduct said election shall be the same as for county and state elections, all as respectively designated and prescribed by the County Election Board of Cleveland County, Oklahoma. As provided in Title 26, Oklahoma Statutes Section 13-103, the City authorizes the Cleveland County Election Board to open all precinct polling places located within the municipal boundaries of the City.

WITNESS my hand as Mayor of the City of Norman, Oklahoma, and the Seal of said City affixed hereto on the _____ day of _____, 2026.

Mayor

(SEAL)

ATTEST:

City Clerk

File Attachments for Item:

45. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2526-36 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN THE CITY OF NORMAN, STATE OF OKLAHOMA (THE "CITY"), ON THE 7TH DAY OF APRIL, 2026, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF THE ISSUANCE OF GENERAL OBLIGATION BONDS OF SAID CITY IN AN AMOUNT NOT TO EXCEED THE SUM OF EIGHT MILLION DOLLARS (\$8,000,000) TO BE ISSUED IN ONE OR MORE SERIES TO PROVIDE FUNDS FOR THE ACQUIRING, CONSTRUCTING, RECONSTRUCTING, EXPANDING, REPAIRING, WHICH MAY ALSO INCLUDE IMPROVING, RENOVATING, ACQUIRING AND EQUIPPING OF A COMMUNITY FACILITY TO SERVE AS A HOMELESS SHELTER AND TO BE OWNED EXCLUSIVELY BY THE CITY; TO BE COMPLETED WITH OR WITHOUT THE USE OF OTHER FUNDS, AND LEVYING AND COLLECTING AN ANNUAL TAX, IN ADDITION TO ALL OTHER TAXES, UPON ALL THE TAXABLE PROPERTY IN SAID CITY FOR THE PAYMENT OF THE INTEREST AND PRINCIPAL ON SAID BONDS; PROVIDING FOR ELECTION PROCEDURES; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/27/2026

REQUESTER: City Council

PRESENTER: Kathryn Walker, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2526-36 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN THE CITY OF NORMAN, STATE OF OKLAHOMA (THE "CITY"), ON THE 7TH DAY OF APRIL, 2026, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF THE ISSUANCE OF GENERAL OBLIGATION BONDS OF SAID CITY IN AN AMOUNT NOT TO EXCEED THE SUM OF EIGHT MILLION DOLLARS (\$8,000,000) TO BE ISSUED IN ONE OR MORE SERIES TO PROVIDE FUNDS FOR THE ACQUIRING, CONSTRUCTING, RECONSTRUCTING, EXPANDING, REPAIRING, WHICH MAY ALSO INCLUDE IMPROVING, RENOVATING, ACQUIRING AND EQUIPPING OF A COMMUNITY FACILITY TO SERVE AS A HOMELESS SHELTER AND TO BE OWNED EXCLUSIVELY BY THE CITY; TO BE COMPLETED WITH OR WITHOUT THE USE OF OTHER FUNDS, AND LEVYING AND COLLECTING AN ANNUAL TAX, IN ADDITION TO ALL OTHER TAXES, UPON ALL THE TAXABLE PROPERTY IN SAID CITY FOR THE PAYMENT OF THE INTEREST AND PRINCIPAL ON SAID BONDS; PROVIDING FOR ELECTION PROCEDURES; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

BACKGROUND:

The City of Norman is currently partnering with City Care to operate an emergency, low-barrier shelter at the corner of James Garner Avenue and West Gray Street in Norman. Prior to January 15, 2025, local non-profit Food & Shelter was contracted to manage shelter operations for the City of Norman. Prior to the Food & Shelter agreement, the City of Norman facilitated the administration and management of an emergency shelter at two locations from December 2019 to June 2022. Community discussions regarding solutions for homelessness in Norman with City officials, community partners, and interested neighbors began cooperatively with long-term planning ideas in Spring 2020.

In 2022, the Norman/Cleveland County Continuum of Care received a report from Homebase, which included action steps to end homelessness. The plan recognized the Housing First approach as a key guiding principle for future action. The Housing First approach centers on providing people who are experiencing homelessness with housing as quickly as possible, and then providing services needed to maintain their housing. One of the strategies in the Homebase Plan included establishing a permanent year-round, low barrier housing-focused shelter with day and night services.

The City endeavored to identify an appropriate site for the shelter recommended by the Homebase Plan and recently purchased land for such purpose just south of the current Food & Shelter location. An architect has been engaged to develop conceptual plans and a budget for the construction of a shelter in consultation with the City and CityCare. The plans and budget were presented to Council on January 6, 2026 along with the results of a Shelter Bond Voter Sentiment Survey. Direction was given to place an item authorizing an election to pose the question to the voters of approving general obligation bonds in the amount of \$8 million to fund the homeless shelter on the agenda for January 13, 2026 (First Reading) and January 27, 2026 (Second Reading) so that it could be considered by the voters at the April 7, 2026 election.

DISCUSSION:

Ordinance O-2526-36 authorizes the calling of an election on April 7, 2026 to pose the question to the voters of whether the City should incur indebtedness by issuing its general obligation bonds in the sum of \$8,000,000 to provide funds for the homeless shelter and levy and collect an annual tax upon all taxable property sufficient to pay for the bonds over a twenty-year period.

RECOMMENDATION:

Staff forwards Ordinance O-2526-36 for Council consideration on Second and Final Reading.

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA (THE "CITY") MET IN REGULAR SESSION AT THE MUNICIPAL BUILDING COUNCIL CHAMBERS, 201 WEST GRAY, IN NORMAN, OKLAHOMA, ON THE 27TH DAY OF JANUARY, 2026 AT 6:30 O'CLOCK P.M.

PRESENT: Councilmembers _____

ABSENT: None

Notice of the schedule of regular meetings of the governing body of The City of Norman, Oklahoma for the calendar year 2026 having been given in writing to the City Clerk of said City at ___ o'clock __.m. on _____, 2025, and public notice of this meeting, setting forth the date, time, place and agenda was posted at ___ o'clock __.m. on the ___ day of January, 2026, by posting on the City's Internet website (www.normanok.gov) and by posting at the entry to the Municipal Building, 201 W. Gray, Norman, Oklahoma, 73069, the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto). Further, as required by Title 25 Oklahoma Statutes § 311A(9)(a)(1), the City made the notice of a public meeting available to the public in the principal office of the public body (201 W. Gray, Norman, Oklahoma, 73069) during normal business hours at least twenty-four (24) hours prior to the meeting.

(OTHER PROCEEDINGS)

THEREUPON, the Mayor introduced an Ordinance, which was read in full by the Clerk and considered by sections, and upon motion by Councilmember _____, seconded by Councilmember _____, said Ordinance was adopted by the following vote:

YEAS: Councilmembers _____

NAYS: None

Said Ordinance was thereupon signed by the Mayor, attested by the Clerk, sealed with the seal of said municipality, and is as follows:

ORDINANCE O-2526-36

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN THE CITY OF NORMAN, STATE OF OKLAHOMA (THE "CITY"), ON THE 7TH DAY OF APRIL, 2026, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF THE ISSUANCE OF GENERAL OBLIGATION BONDS OF SAID CITY IN AN AMOUNT NOT TO EXCEED THE SUM OF EIGHT MILLION DOLLARS (\$8,000,000) TO BE ISSUED IN ONE OR MORE SERIES TO PROVIDE FUNDS FOR THE ACQUIRING, CONSTRUCTING, RECONSTRUCTING, EXPANDING, REPAIRING, WHICH MAY ALSO INCLUDE IMPROVING, RENOVATING, ACQUIRING AND EQUIPPING OF A COMMUNITY FACILITY TO SERVE AS A HOMELESS SHELTER AND TO BE OWNED EXCLUSIVELY BY THE CITY; TO BE COMPLETED WITH OR WITHOUT THE USE OF OTHER FUNDS, AND LEVYING AND COLLECTING AN ANNUAL TAX, IN ADDITION TO ALL OTHER TAXES, UPON ALL THE TAXABLE PROPERTY IN SAID CITY FOR THE PAYMENT OF THE INTEREST AND PRINCIPAL ON SAID BONDS; PROVIDING FOR ELECTION PROCEDURES; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, it is deemed advisable by The City of Norman, State of Oklahoma (the "City") to provide funds for the following purpose:

- (i) Homeless Shelter Community Facilities: To provide funds for the purpose of acquiring, constructing, reconstructing, expanding, repairing, which may also include improving, renovating, acquiring and equipping a homeless shelter community facility to be exclusively owned by the City.

WHEREAS, the estimated amount necessary for such purpose as listed above is as follows:

- (i) Homeless Shelter Community Facilities: Eight Million Dollars (\$8,000,000); and

WHEREAS, there are no funds in the treasury for such purposes, and power is granted to City by Section 27, Article 10, of the Oklahoma Constitution and laws of the State of Oklahoma, to issue bonds to provide funds for such purposes, provided the same is authorized by the registered qualified voters thereof, voting at an election held for such purpose.

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

SECTION 1. PROPOSITION. That the Mayor of the City, or in his absence or incapacity, the duly qualified Mayor Pro Tempore, be and hereby is authorized and directed to call a special election to be held in the City on the 7th of April, 2026, for the purpose of submitting to the registered qualified voters of the City, for their approval or rejection, the following proposition:

PROPOSITION 5

Homeless Shelter Community Facility Bond Project

Shall The City of Norman, State of Oklahoma, incur an indebtedness by issuing its general obligation bonds in the sum of Eight Million Dollars (\$8,000,000) to provide funds for the purpose of acquiring, constructing, reconstructing, expanding, repairing, which may also include improving, renovating, acquiring and equipping a homeless shelter community facility, to be owned exclusively by said City, to be completed with or without the use of other funds, and levy and collect an annual tax, in addition to all other taxes, upon all the taxable property in said City sufficient to pay the interest on said bonds as it falls due, and also to constitute a sinking fund for the payment of the principal thereof when due, said bonds to be competitively sold and bear interest at the lowest rate not to exceed the rate of ten percentum (10%) per annum, payable semi-annually and to become due serially within twenty (20) years from their date?

SECTION 2. DESCRIPTION OF PROJECT AND USE OF PROCEEDS.

The Homeless Shelter Community Facility Bond Project for which the proceeds of the aforesaid not to exceed \$8,000,000 general obligation bonds shall be expended consist of constructing and equipping homeless shelter community facilities, all to be owned exclusively by said City, and including but not limited to the homeless shelter community facility listed below. The costs of the project are based on engineering and/or architectural estimates, with engineering and/or architectural design to be completed as the bonds are issued and with the improvements to be made as needed. Said project may be accomplished through participation with other governmental agencies and others, and may be accomplished in phases. The specific projects for which at least seventy percent (70%) of the proceeds of the aforesaid bonds shall be expended and the dollar amount of each such project shall be as follows:

Homeless Shelter facility to be designed and constructed to best meet the needs identified in a comprehensive homeless/housing study undertaken by the City	<u>\$8,000,000</u>
TOTAL: (representing 100% of \$8,000,000)	\$8,000,000

SECTION 3. ELECTION PROCEDURES. That with respect to the election to be held on April 7, 2026:

a. The number and location of the polling places, the hours of opening and closing of the polls, and the names of the officers who shall conduct the election shall be the same as the regular polling places and persons prescribed and selected by the Cleveland County Election Board for elections in Norman, Oklahoma. As provided in Title 26, Oklahoma Statutes Section 13-103, the City authorizes the Cleveland County Election Board to open all precinct polling places located within the municipal boundaries of the City.

b. That the Special Election Proclamation and Notice of even date, a copy of which is on file with the City Clerk and which is incorporated herein by reference, calling said election is hereby approved in all respects, and the Mayor or Mayor Pro Tem is hereby authorized to execute

said Special Election Proclamation and Notice on behalf of the City, and the City Clerk or Deputy City Clerk is hereby authorized to attest and affix the seal of the City to said Special Election Proclamation and Notice, and to cause a copy of said Special Election Proclamation and Notice to be published as required by law, and a copy thereof delivered to the Cleveland County Election Board.

c. That the City Clerk shall serve or cause to be served, a copy of this Ordinance and the Special Election Proclamation and Notice upon the office of the Cleveland County Election Board at least sixty days prior to the date of the election as required by law.

d. Pursuant to Title 62, Section 896.1, the City Clerk is hereby directed to publish such project information related to the City's outstanding general obligation bonds, if any, and project information related to the proposed general obligation bonds to be voted upon on April 7, 2026, in accordance with the Bond Transparency Act of 2017.

SECTION 4. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the Ordinance.

PASSED AND ADOPTED AND SIGNED BY THE MAYOR THIS 27TH DAY OF JANUARY, 2026.

THE CITY OF NORMAN, OKLAHOMA

Mayor

ATTEST:

City Clerk

STATE OF OKLAHOMA)
) SS
COUNTY OF CLEVELAND)

I, the undersigned, the duly qualified and acting Clerk of The City of Norman, Oklahoma hereby certify that the foregoing is a true and complete copy of an Ordinance authorizing the calling and holding of an election for the purpose therein set out adopted by the governing body of said municipality and Transcript of Proceedings of said governing body at a regular meeting thereof held on the date therein set out, insofar as the same relates to the introduction, reading and adoption thereof as the same appears of record in my office.

I further certify that attached hereto is a true and complete copy of the Notice of the schedule of regular meetings of the governing body of The City of Norman, Oklahoma for the calendar year 2026 having been given in writing to the City Clerk of said City at ___ o'clock __.m. on _____, 2025, and public notice of this meeting, setting forth the date, time, place and agenda was posted at ___ o'clock __.m. on the ___ day of January, 2026, by posting on the City's Internet website (www.normanok.gov) and by posting at the entry to the Municipal Building, 201 W. Gray, Norman, Oklahoma, 73069, the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act. Further, as required by Title 25 Oklahoma Statutes § 311A(9)(a)(1), the City made the notice of a public meeting available to the public in the principal office of the public body (201 W. Gray, Norman, Oklahoma, 73069) during normal business hours at least twenty-four (24) hours prior to the meeting.

WITNESS my hand and the seal of said City this _____ day of _____, 20 ____.

(SEAL)

City Clerk

**SPECIAL ELECTION
PROCLAMATION AND NOTICE OF ELECTION**

Under and by virtue of the Statutes of the State of Oklahoma and acts complimentary, supplementary and enacted pursuant thereto, and Ordinance Nos. O-2526-29, O-2526-33, O-2526-35 and O-2526-36 dated January 27, 2026, authorizing the calling of an election on the Propositions hereinafter set forth, I, the undersigned Mayor of the City of Norman, Oklahoma, hereby call a special election and give notice thereof to be held in the City of Norman, Oklahoma, on the 7th day of April, 2026, for the purpose of submitting to the registered qualified voters in said City the proposed Propositions:

PROPOSITION I

Shall the City of Norman, State of Oklahoma, incur an indebtedness by issuing its bonds in the sum of Thirty-Five Million Dollars (\$35,000,000) to provide funds for the purpose of reconstructing, repairing, improving, and rehabilitating existing streets, roads, and intersections in the City of Norman, Oklahoma (including lighting, sidewalks/bikepaths, landscaping, related drainage improvements, driveway reconstruction, and other related improvements); and levy and collect an annual tax, in addition to all other taxes, upon all the taxable property in said City sufficient to pay the interest on said bonds as it falls due, and also to constitute a sinking fund for the payment of the principal thereof when due, said bonds to be competitively sold and bear interest at the lowest rate not to exceed the rate of ten percentum (10%) per annum, payable semi-annually and to become due serially within five (5) years from their date?

The ballot used at said election shall set out the Proposition as above set forth and shall also contain the words:

- 1st YES - FOR THE ABOVE PROPOSITION
- 2nd NO - AGAINST THE ABOVE PROPOSITION

PROPOSITION 2

Shall Ordinance O-2526-32 of the Council of the City of Norman, Oklahoma, increasing the Transient Guest Room Tax Rate by two percent (2%) to a total of ten percent (10%) and expanding the application of the tax rate to include spaces temporarily rented for overnight stays in a recreational vehicle, effective on July 1, 2026, be approved?

The ballot used at said election shall set out the Proposition as above set forth and shall also contain the words:

- 1st YES - FOR THE ABOVE PROPOSITION
- 2nd NO - AGAINST THE ABOVE PROPOSITION

PROPOSITION 3

Shall Section 2 of Article II of the Charter of the City of Norman be amended to change the beginning of Councilmember and Mayoral terms from the first Tuesday in July to the first Tuesday following scheduled run-off elections beginning in 2028 for Councilmembers representing even-numbered wards, 2029 for Councilmembers representing odd-numbered wards, and 2031 for the Mayor position, as more particularly described in Ordinance O-2526-34?

The ballot used at said election shall set out the Proposition as above set forth and shall also contain the words:

- 1st YES - FOR THE ABOVE PROPOSITION
- 2nd NO - AGAINST THE ABOVE PROPOSITION

PROPOSITION 4

Shall Section 2 of Article V of the Charter of the City of Norman be amended to allow for alternative professional certifications other than Certified Public Accountant, including Certified Internal Auditor, Certified Fraud Examiner, or equivalent certifications to qualify for the position of City Auditor, as more particularly described in Ordinance O-2526-34?

The ballot used at said election shall set out the Proposition as above set forth and shall also contain the words:

- 1st YES - FOR THE ABOVE PROPOSITION
- 2nd NO - AGAINST THE ABOVE PROPOSITION

PROPOSITION 5

Shall The City of Norman, State of Oklahoma, incur an indebtedness by issuing its general obligation bonds in the sum of Eight Million Dollars (\$8,000,000) to provide funds for the purpose of acquiring, constructing, reconstructing, expanding, repairing, which may also include improving, renovating, acquiring and equipping a homeless shelter community facility, to be owned exclusively by said City, to be completed with or without the use of other funds, and levy and collect an annual tax, in addition to all other taxes, upon all the taxable property in said City sufficient to pay the interest on said bonds as it falls due, and also to constitute a sinking fund for the payment of the principal thereof when due, said bonds to be competitively sold and bear interest at the lowest rate not to exceed the rate of ten percentum (10%) per annum, payable semi-annually and to become due serially within twenty (20) years from their date?

The ballot used at said election shall set out the Proposition as above set forth and shall also contain the words:

- 1st YES - FOR THE ABOVE PROPOSITION
- 2nd NO - AGAINST THE ABOVE PROPOSITION

That only the registered qualified voters of the City of Norman, Oklahoma, may vote upon the Propositions as above set forth.

The polls shall be opened at 7:00 o'clock a.m. and shall remain open continuously until and be closed at 7:00 o'clock p.m.

The special election shall be held at the same places and in the same manner prescribed by law for conducting county and state elections and the numbers and locations of the polling places and the persons who shall conduct said election shall be the same as for county and state elections, all as respectively designated and prescribed by the County Election Board of Cleveland County, Oklahoma. As provided in Title 26, Oklahoma Statutes Section 13-103, the City authorizes the Cleveland County Election Board to open all precinct polling places located within the municipal boundaries of the City.

WITNESS my hand as Mayor of the City of Norman, Oklahoma, and the Seal of said City affixed hereto on the _____ day of _____, 2026.

Mayor

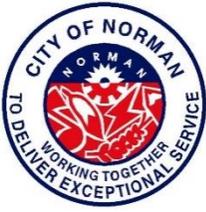
(SEAL)

ATTEST:

City Clerk

File Attachments for Item:

46. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2526-92: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GIVING THE SECRETARY OF THE CLEVELAND COUNTY ELECTION BOARD NOTICE OF A SPECIAL ELECTION TO BE HELD ON APRIL 7, 2026.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/27/2026

REQUESTER: City Council

PRESENTER: Kathryn Walker, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2526-92: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GIVING THE SECRETARY OF THE CLEVELAND COUNTY ELECTION BOARD NOTICE OF A SPECIAL ELECTION TO BE HELD ON APRIL 7, 2026.

BACKGROUND:

Title 26 of the Oklahoma Statutes, Section 13-102, requires Notice of Election to be given to the Secretary of the Cleveland County Election Board by Resolution of the City Council. Four ordinances calling for an election are being considered on Second and Final Reading on January 27, 2026 as follows:

- Ordinance O-2526-29: Street Maintenance Bond Program (GO Bond)
- Ordinance O-2526-33: Room Tax Increase; Addition of RV spaces
- Ordinance O-2526-35: Charter Amendments
- Ordinance O-2526-36: Homeless Shelter Community Facility (GO Bond)

These ordinances call for an election on April 7, 2026. In order to meet the deadline provided by State law, Resolution R-2526-92 must be adopted by Council at least 60 days prior to the election.

DISCUSSION:

Resolution R-2526-92 provides formal notice to the Cleveland County Election Board Secretary of the upcoming April 7, 2026 election as required by State law.

RECOMMENDATION:

Staff recommends approval of Resolution R-2526-92.

Resolution

R-2526-92

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GIVING THE SECRETARY OF THE CLEVELAND COUNTY ELECTION BOARD NOTICE OF A SPECIAL ELECTION TO BE HELD ON APRIL 7, 2026.

- § 1. WHEREAS, Title 26 of the Oklahoma Statutes, §13-102, requires Notice of Election be given to the Secretary of the Cleveland County Election Board by Resolution of the City Council; and
- § 2. WHEREAS, the purpose of the Special Election is set forth in Ordinance Nos. O-2526-29, O-2526-33, O-2526-35, and O-2526-36 which are incorporated herein by reference; and
- § 3. WHEREAS, the Special Election is to be conducted on the 7th day of April, 2026.

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

- § 4. That notice be given of the Special Election by transmittal of this Resolution to the Secretary of the Cleveland County Election Board.

PASSED AND APPROVED this 27th day of January, 2026.

Mayor, Stephen T. Holman

ATTEST:

City Clerk

