

CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, May 13, 2025 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 3 minutes per person per item. There will be no yielding of time to another person. Sign up does not guarantee you will get to speak if the allotted time for that item has already been exhausted. If there is time remaining after those registered to speak have spoken, persons not previously signed up may have the opportunity to speak. Comments received must be limited to the motion on the floor only.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

AWARDS AND PRESENTATIONS

1. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-124: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, IN CONJUNCTION WITH THE NORMAN ANIMAL WELFARE OVERSIGHT COMMITTEE, AWARDING THE 2025 NORMAN ANIMAL WELFARE VOLUNTEERISM AWARD.

PROCLAMATIONS

2. CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-27: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SATURDAY, MAY 17, 2025, AS KIDS TO PARKS DAY IN THE CITY OF NORMAN.
3. CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-29: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF MAY, 2025, AS MENTAL HEALTH AWARENESS MONTH IN THE CITY OF NORMAN.
4. CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-30: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF MAY 18 THROUGH 24, 2025, AS PUBLIC WORKS WEEK IN THE CITY OF NORMAN.
5. CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-31: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING MAY 2025, AS SMALL BUSINESS MONTH IN THE CITY OF NORMAN.
6. CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-33: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF MAY, 2025, AS BIKE MONTH AND FRIDAY, MAY 16, 2025, AS BIKE-TO-WORK DAY IN THE CITY OF NORMAN.
7. CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-34: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING FRIDAY, MAY 23, 2025, AS POPPY DAY IN THE CITY OF NORMAN.

COUNCIL ANNOUNCEMENTS

CONSENT DOCKET

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 8 through Item 29 be placed on the consent docket.

APPROVAL OF MINUTES

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

CITY COUNCIL STUDY SESSION MEETING MINUTES OF MAY 21, 2024.

CITY COUNCIL, NORMAN UTILITIES AUTHORITY, NORMAN MUNICIPAL AUTHORITY, AND NORMAN TAX INCREMENT FINANCE AUTHORITY AMENDED MEETING MINUTES OF JANUARY 28, 2025.

CITY COUNCIL FINANCE COMMITTEE MEETING MINUTES OF MARCH 20, 2025, AND APRIL 17, 2025.

CITY COUNCIL OVERSIGHT COMMITTEE MEETING MINUTES OF MARCH 13, 2025.

First Reading Ordinance

9. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-33 UPON FIRST READING BY TITLE:
AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF CHAPTER 36 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS 10-11, BLOCK 72 OF NORMAN OLD TOWN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (223 W. MAIN ST.)
10. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-34 UPON FIRST READING BY TITLE:
AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF CHAPTER 36 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS 12-14, BLOCK 72 OF NORMAN OLD TOWN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (227 W. MAIN ST.)

11. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-35 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 GRANT SPECIAL USE FOR A CHURCH, TEMPLE, OR OTHER PLACE OF WORSHIP, IN THE I-1, LIGHT INDUSTRIAL DISTRICT FOR THE SOUTHEAST QUARTER (SE/4) AND THE NORTHEAST QUARTER (NE/4) OF SECTION ELEVEN (11), TOWNSHIP NINE (9) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ON THE EAST SIDE OF N. FLOOD AVE., NORTH OF THE INTERSECTION OF N. FLOOD AVE. AND 24TH AVE. N.W.)

12. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-36 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 GRANT SPECIAL USE FOR A BAR, LOUNGE, OR TAVERN IN THE C-3, INTENSIVE COMMERCIAL DISTRICT FOR LOTS ONE (1), TWO (2), IN BLOCK THIRTY-TWO (32), OF THE ORIGINAL TOWN OF NORMAN OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (101 S. PORTER AVE.)

Appointments

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

BOARD OF ADJUSTMENT

TERM: 05-13-25 TO 12-22-26: ERIC WILLIAMS, WARD 4

TERM: 05-13-25 TO 12-22-26: MATT GRAVES, WARD 2

HISTORIC DISTRICT COMMISSION

TERM: 05-13-25 TO 10-26-25: KENDEL POSEY, WARD 4

LIBRARY BOARD

TERM: 05-13-25 TO 05-01-28: EVAN TAYLOR, WARD 4

TERM: 05-13-25 TO 05-01-27: ERIC WHITE, WARD 6

TERM: 05-13-25 TO 05-01-28: DEBRA ENGEL, WARD 3

TERM: 05-13-25 TO 05-01-28: SUE RINGUS, WARD 4

NORMAN REGIONAL HOSPITAL AUTHORITY

TERM: 05-13-25 TO 10-31-26: DAVID NIMMO, WARD 3

TERM: 05-13-25 TO 10-31-26: ANDY SHERRER, WARD 3

SOCIAL AND VOLUNTARY SERVICES COMMITTEE

TERM: 05-13-25 TO 12-09-25: KAREN WEBB, WARD 6

Reports/Communications

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

Bids

15. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDDING BID-2425-36. SUBMITTED BY S.W. GILLIS TO RAISING/LOWERING SANITARY SEWER MANHOLES AT VARIOUS LOCATIONS THROUGHOUT THE SEWER COLLECTION SYSTEM FOR THE LINE MAINTENANCE DIVISION.
16. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDDING BID-2425-37: SUBMITTED BY FERGUSON WATERWORKS, UTS, CORE AND MAIN AND OKLAHOMA CONTRACTOR'S SUPPLY, L.L.C., FOR THE PURCHASE OF COPPER METER YOKES FOR WATER METERS, HIGH DENSITY POLYETHYLENE PLASTIC (HDPE) METER BOXES WITH CAST IRON LIDS, HDPE METER BOXES WITH ANTI-FLOAT LIDS, HDPE ANTI-FLOAT LIDS AND REPAIR CLAMPS FOR THE LINE MAINTENANCE DIVISION.
17. CONSIDERATION OF ACCEPTANCE, REJECTION AMENDMENT, AND/OR POSTPONEMENT OF AWARDDING BID-2425-38: SUBMITTED BY BOB CUNNINGHAM, INC., FOR THE PURCHASE OF SCREENED TOPSOIL/SAND FOR THE LINE MAINTENANCE DIVISION.

Request for Payment

18. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF SPECIAL CLAIM SC-2425-6: SUBMITTED BY RONALD FULLERTON IN THE AMOUNT OF \$16,663.21, FOR DAMAGE HIS VEHICLE RECEIVED ON FEBRUARY 17, 2025, ON 48TH AVENUE N.W. NEAR DAVINBROOK STREET.

Donation

19. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF DONATIONS IN THE AMOUNT OF \$1,500 FROM THE RSB TRUST AND \$1,926.25 FROM NORMAN PUBLIC SCHOOLS TO BE USED AT THE NORMAN ANIMAL WELFARE CENTER.
20. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$8,300 FROM THE CAVINS GROUP, L.L.C., OF NORMAN TO BE USED TO PURCHASE SERVICES AND ITEMS FOR NORMAN POLICE DEPARTMENT COMMUNITY OUTREACH EVENTS, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

Settlements

21. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RECOMMENDATION FROM THE CITY ATTORNEY THAT THE CITY COUNCIL APPROVE A SETTLEMENT OF MISTY DAWN DEAN IN THE AMOUNT OF \$100,000.00 TO RESOLVE HER TORT CLAIM FILED FEBRUARY 3, 2025.

Contracts

22. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2324-44: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND OKLAHOMA GAS & ELECTRIC COMPANY INCREASING THE CONTRACT AMOUNT BY \$144,585.00, FOR A TOTAL OF \$552,167.22, FOR RELOCATING OVERHEAD POWER LINES UNDERGROUND ON THE 2019 JENKINS AVENUE WIDENING BOND PROJECT AND APPROPRIATION OF FUNDS.
23. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2425-42: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MULTISPORTS, L.L.C., FOR THE YOUNG FAMILY ATHLETIC CENTER (YFAC) OUTDOOR PICKLEBALL COURTS CONSTRUCTION PROJECT AND FINAL PAYMENT OF \$13,642.10.
24. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2425-75: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HAPPY PLAYGROUNDS, L.L.C., FOR THE WILLIAM MORGAN PARK PLAYGROUND PROJECT AND FINAL PAYMENT OF \$227,004.
25. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-95: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND EIGHTTWENTY OKLAHOMA, L.L.C., (DBA EIGHTTWENTY) FOR A TOTAL OF \$95,952 FOR THE INSTALLATION OF SOLAR PHOTOVOLTAIC ENERGY GENERATING EQUIPMENT (SOLAR PANELS) ATOP THE CITY OF NORMAN HOUSEHOLD HAZARDOUS WASTE FACILITY.
26. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-110: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND WOLTERS KLUWER FINANCIAL SERVICES, INC., FOR THE LICENSING OF TEAMMATE+ GLOBAL AUDIT SOLUTIONS, AN AUDIT PROCESS MANAGEMENT SOFTWARE, FOR THE AMOUNTS AS OUTLINED IN THE STAFF REPORT.

27. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-116: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND THE CITY OF NOBLE, OKLAHOMA, AN AGREEMENT ALLOWING FOR A SHARED ASPHALT MAINTENANCE PROJECT ON POST OAK ROAD BETWEEN U.S. HIGHWAY 77 TO WEST END OF ROADWAY AS OUTLINED IN THE STAFF REPORT.

Resolutions

28. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-126: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING AN UPDATED PUBLIC TRANSPORTATION AGENCY SAFETY PLAN (PTASP) AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE(S) TO IMPLEMENT THE PLAN.

29. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-129: A RESOLUTION OF THE CITY OF NORMAN, RATIFYING THE AMENDMENT OF THE NORMAN EMPLOYEES RETIREMENT SYSTEM PLAN DOCUMENT

NON-CONSENT ITEMS

Public Hearings

30. CONDUCTING A PUBLIC HEARING FOR CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE PROPOSED 2025-2029 CONSOLIDATED PLAN AND FIRST YEAR ACTION PLAN FOR THE FIFTY-FIRST YEAR NORMAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION WHICH INCLUDES THE 2025 HOME PROGRAM TOTALING \$1,334,879 TO BE SUBMITTED TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).

31. CONDUCTING A PUBLIC HEARING FOR CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ADOPTING RESOLUTION R-2425-111: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, DECLARING THAT CERTAIN STRUCTURE(S) IN THE CITY OF NORMAN ARE DILAPIDATED AND DETRIMENTAL TO THE HEALTH, SAFETY, BENEFIT AND WELFARE OF THE GENERAL PUBLIC; DIRECTING THE REMOVAL OF THE STRUCTURE; ESTABLISHING THE DATE IN WHICH THE WORK SHALL BE COMPLETED BY THE OWNER; AND AUTHORIZING THE CITY MANAGER TO TAKE STEPS TO CAUSE THE WORK TO BE COMPLETED BY THE CITY IF NOT COMPLETED BY THE OWNER WITHIN THE DATES SPECIFIED.

Second Reading Ordinance

32. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-22 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 ONE (1), IN BLOCK TWO (2), OF EAST LINDSEY PLAZA SECTION 5, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1451 12TH AVENUE SOUTHEAST)

MISCELLANEOUS COMMENTS

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

ADJOURNMENT

File Attachments for Item:

1. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-124: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, IN CONJUNCTION WITH THE NORMAN ANIMAL WELFARE OVERSIGHT COMMITTEE, AWARDING THE 2025 NORMAN ANIMAL WELFARE VOLUNTEERISM AWARD.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 5/13/25

REQUESTER: Jeanne Snider, Assistant City Attorney

PRESENTER: Jeanne Snider, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-124: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, IN CONJUNCTION WITH THE NORMAN ANIMAL WELFARE OVERSIGHT COMMITTEE, AWARDING THE 2025 NORMAN ANIMAL WELFARE VOLUNTEERISM AWARD.

BACKGROUND:

On May 23, 2016, the Norman Animal Welfare Oversight Committee unanimously approved to establish the Norman Animal Welfare Volunteerism Award and named Erica Loftis as the inaugural recipient. The Norman Animal Welfare Oversight Committee seeks to promote pet adoption, education, citizen involvement and volunteer services for the Norman Animal Shelter and ensure all animals adopted at the Norman Animal Shelter are sprayed and neutered

DISCUSSION:

Deb Melser was selected by the Norman Animal Welfare Oversight Committee as the 2025 recipient. Ms. Melser is dedicated to supporting lost and stray animals. She actively searches for lost pets, fosters animals and provides care and comfort to animals. She dedicates countless hours administering an on-line community group in reuniting lost pets with their families, provides advice on pet care and behavior, and recommendations for vet services. She scans microchips for lost pets and deceased animals. Ms. Melser is a Board Member of Earth Mother, a non-profit rescue. Recently, she spent a number of months feeding, tracking and monitoring the "Interstate Princess Dog" until her safe capture. Ms. Melser is driven by her passion for animal welfare and her desire to make a difference.

RECOMMENDATION:

It is the recommendation of the Norman Animal Welfare Oversight Committee that Deb Melser be recognized as the 2025 Volunteer of the Year.

R-2425-124

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN,
OKLAHOMA, IN CONJUNCTION WITH THE NORMAN ANIMAL
WELFARE OVERSIGHT COMMITTEE, AWARDING THE 2025
NORMAN ANIMAL WELFARE VOLUNTEERISM AWARD.

- §1. WHEREAS, the Norman Animal Welfare Oversight Committee seeks to promote pet adoption, education, citizen involvement and volunteer services for the Norman Animal Shelter and ensure all animals adopted at the Norman Animal Shelter are sprayed and neutered; and
- §2. WHEREAS, that programs instituted for the care of the animals involve citizens and coordination with other outside agencies in an effort to maximize adoption of the animals at the Norman Animal Shelter; and
- §3. WHEREAS, the Norman Animal Shelter includes in its mission the involvement of citizens as partners to the caring of the animals when they are in the City facility; and
- §4. WHEREAS, the City of Norman entrusts the Norman Animal Welfare Oversight Committee with the duties of providing advice to the City on issues involving the care of animals and citizen involvement; and
- §5. WHEREAS, on May 23, 2016, the Norman Animal Welfare Oversight Committee unanimously approved to establish the Norman Animal Welfare Volunteerism Award and named Erica Loftis as the inaugural recipient.

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

- §6. That the City of Norman, Oklahoma, in conjunction with the Norman Animal Welfare Oversight Committee, does hereby award the 2025 Norman Animal Welfare Volunteerism Award to Deb Melser.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

Mayor

ATTEST:

City Clerk



File Attachments for Item:

2. CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P 2425-27: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SATURDAY, MAY 17, 2025, AS KIDS TO PARKS DAY IN THE CITY OF NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/13/2025

REQUESTER: Karla Sitton, Administrative Tech IV

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-27: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SATURDAY, MAY 17, 2025, AS KIDS TO PARKS DAY IN THE CITY OF NORMAN.

Proclamation

P-2425-27

A PROCLAMATION OF THE MAYOR OF THE
CITY OF NORMAN, OKLAHOMA, PROCLAIMING
SATURDAY, MAY 17, 2025, AS KIDS TO PARKS
DAY IN THE CITY OF NORMAN.

- § 1. WHEREAS, May 17, 2025, is the Kids to Parks Day organized and launched by the National Park Trust held annually on the third Saturday of May; and
- § 2. WHEREAS, Kids to Parks Day empowers kids and encourages families to get outdoors and visit the City of Norman's parks, public lands and waters; and
- § 3. WHEREAS, we should encourage children to lead a more active lifestyle to combat issues of childhood obesity, diabetes, hypertension and hypercholesterolemia; and
- § 4. WHEREAS, Kids to Parks Day will broaden children's appreciation for nature and outdoors; and
- § 5. WHEREAS, Kids to Parks Day will recognize the importance of recreating responsibly while enjoying the benefits of the outdoors; and
- § 6. WHEREAS, The City of Norman invites the public to celebrate Kids to Parks Day with a special event on Saturday May 17, 2025, from 10:00 a.m. to 12:00 p.m. at Bentley Park.

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

- § 7. Do hereby proclaim Saturday, May 17, 2025 as Kids to Parks Day in the City of Norman.

PASSED AND APPROVED this 13th day of May, 2025.

Mayor

ATTEST:

City Clerk



File Attachments for Item:

3. CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-29: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF MAY, 2025, AS MENTAL HEALTH AWARENESS MONTH IN THE CITY OF NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/13/2025

REQUESTER: Grace Holloman

PRESENTER: Grace Holloman, Accessibility Strategist

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-29: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF MAY, 2025, AS MENTAL HEALTH AWARENESS MONTH IN THE CITY OF NORMAN.

Proclamation

P-2425-29

A PROCLAMATION OF THE MAYOR OF THE
CITY OF NORMAN, OKLAHOMA, PROCLAIMING
THE MONTH OF MAY, 2025, AS MENTAL HEALTH
AWARENESS MONTH IN THE CITY OF NORMAN.

- § 1. WHEREAS, since 1949 Mental Health America and its affiliates have led the observance of May as Mental Health Month to raise awareness, educate communities, eliminate stigma, and encourage treatment; and
- § 2. WHEREAS, mental illnesses affect millions of Americans and does not discriminate among genders, races, ethnicities, and socio-economic statuses; and
- § 3. WHEREAS, Mental Health America's 2025 theme, "Turn Awareness into Action," emphasizes the importance of not only raising awareness about mental health, but also taking concrete steps to improve well-being; and
- § 4. WHEREAS, one in five U.S. adults experience mental illness each year, 1 in 20 U.S. adults experience serious mental illness each year, one in six U.S. youth aged 6-17 experience a mental health disorder each year, and 50% of all lifetime mental illness begins by age 14, and 75% by age 24; and
- § 5. WHEREAS, checking in on our mental health is especially important during stressful times and it is crucial that we support one another and stay focused on what we each need—both personally and as a community—to stay well and move forward together.

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

- § 6. Do hereby proclaim the month of May, 2025, as Mental Health Awareness Month in the City of Norman and encourage all citizens, government agencies, public and private institutions, businesses, and schools to recommit our community to increasing awareness and understanding of mental health and to work together to support one another so that we may continue to thrive individually and as a community.

PASSED AND APPROVED this 13th day of May, 2025.

Mayor

ATTEST:

City Clerk



File Attachments for Item:

4. CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-30: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF MAY 18 THROUGH 24, 2025, AS PUBLIC WORKS WEEK IN THE CITY OF NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/13/2025

REQUESTER: Scott Sturtz

PRESENTER: Scott Sturtz, Public Works Director

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-30: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF MAY 18 THROUGH 24, 2025, AS PUBLIC WORKS WEEK IN THE CITY OF NORMAN.

Proclamation

P-2425-30

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF MAY 18 THROUGH 24, 2025, AS PUBLIC WORKS WEEK IN THE CITY OF NORMAN.

- § 1. WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Norman, Oklahoma; and
- § 2. WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and
- § 3. WHEREAS, it is in the public interest for the citizens and children in the City of Norman to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and
- § 4. WHEREAS, the City of Norman Public Works Department will celebrate by recognizing employees for their outstanding support of the goals of public works on May 22nd, educating local school children in the aspects of public works operations on May 21st and engaging the community with a Public Works art contest; and
- § 5. WHEREAS, the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.

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

- § 6. Do hereby proclaim the week of May 18 – 24, 2025 as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

PASSED AND APPROVED this 13th day of May, 2025.

Mayor

ATTEST:

City Clerk



File Attachments for Item:

5. CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-31: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING MAY 2025, AS SMALL BUSINESS MONTH IN THE CITY OF NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/13/2025

REQUESTER: Sara Kaplan

PRESENTER: Sara Kaplan, Business and Community Relations

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-31: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING MAY 2025, AS SMALL BUSINESS MONTH IN THE CITY OF NORMAN.

Proclamation

P-2425-31

A PROCLAMATION OF THE MAYOR OF THE CITY OF
NORMAN, OKLAHOMA, PROCLAIMING MAY 2025,
AS SMALL BUSINESS MONTH IN THE CITY OF
NORMAN.

- § 1. WHEREAS, small businesses are the backbone of our economy and vital to Norman's unique character, driving innovation and creating jobs; and
- § 2. WHEREAS, supporting small businesses strengthens our community and preserves its vibrant culture; and
- § 3. WHEREAS, the City of Norman recognizes the crucial role of entrepreneurs and joins the national effort to support their growth and success;

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

- § 4. Do hereby proclaim the month of May 2025, as Small Business Month in the City of Norman, Oklahoma, and encourage all Norman citizens to support small businesses in Norman throughout the year.

PASSED AND APPROVED this 13th day of May, 2025

Mayor

ATTEST:

City Clerk



File Attachments for Item:

6. CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-33: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF MAY, 2025, AS BIKE MONTH AND FRIDAY, MAY 16, 2025, AS BIKE-TO-WORK DAY IN THE CITY OF NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/13/2025

REQUESTER: James Briggs

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-33: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF MAY, 2025, AS BIKE MONTH AND FRIDAY, MAY 16, 2025, AS BIKE-TO-WORK DAY IN THE CITY OF NORMAN.

Proclamation

P-2425-33

A PROCLAMATION OF THE MAYOR OF THE CITY
OF NORMAN, OKLAHOMA, PROCLAIMING THE
MONTH OF MAY, 2025, AS BIKE MONTH AND
FRIDAY, MAY 16, 2025, AS BIKE-TO-WORK DAY IN
THE CITY OF NORMAN.

- § 1. WHEREAS, today, millions of Americans engage in bicycling because it is a viable and environmentally friendly form of transportation, an excellent form of fitness, provides quality recreation, and helps relieve the fiscal strain of high gas prices; and
- § 2. WHEREAS, the education of cyclists and motorists as to the proper and safe operation of bicycles is important to ensure the safety and comfort of all users; and
- § 3. WHEREAS, the City of Norman continues to update its bicycle plan and bicycle transportation network, including the continued design and construction of a multi-modal off-street bike path along State Highway 9; the construction of a multimodal path along Flood Avenue from Robinson street to Tecumseh Road, and continuing to add bike lanes and widen shoulders like those just added to East Alameda Street from Porter Avenue to 36th Avenue NE, and
- § 4. WHEREAS, the City of Norman has been designated by the League of American Bicyclists as an official **"Bicycle Friendly Community" for almost 12 years**; and
- § 5. WHEREAS, the Norman Bicycle Advisory Committee, the Bicycle League of Norman, and independent cyclists throughout our state are promoting greater public awareness of bicycle operation and safety education in an effort to reduce accidents, injuries and fatalities for all.

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

- § 6. Do hereby proclaim the month of May, 2025, as Bike Month, and also proclaim Friday, May 16, 2025, as Bike-To-Work Day in the City of Norman and encourage all citizens to recognize the importance of bicycle safety, be more aware of cyclists on our streets and highways; and invite all to ride their bicycles to Andrews Park that morning as they bike to work for an 8:30 a.m. rally as a show of support for bicycle use for all those reasons named herein.

PASSED AND APPROVED this 13th day of May, 2025.

Mayor

ATTEST:

City Clerk



File Attachments for Item:

7. CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-34: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING FRIDAY, MAY 23rd, 2025, AS POPPY DAY IN THE CITY OF NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/13/2025

REQUESTER:

PRESENTER:

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-34: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING FRIDAY, MAY 23rd, 2025, AS POPPY DAY IN THE CITY OF NORMAN.

Proclamation

P-2425-34

A PROCLAMATION OF THE MAYOR OF THE
CITY OF NORMAN, OKLAHOMA,
PROCLAIMING FRIDAY, MAY 23rd, 2025, AS
POPPY DAY IN THE CITY OF NORMAN.

- § 1. WHEREAS, America is the land of freedom, preserved and protected willingly and freely by citizen soldiers; and
- § 2. WHEREAS, millions who have answered the call to arms have died on the field of battle; and
- § 3. WHEREAS, a nation at peace must be reminded of the price of war and the debt owed to those who have died in war; and
- § 4. WHEREAS, the red poppy has been designated as a symbol of sacrifice of lives in all wars; and
- § 5. WHEREAS, The American Legion Auxiliary has pledged to remind America annually of this debt through the distribution of the memorial flower.

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

- § 6. Do hereby proclaim Friday, May 23rd, 2025, as POPPY DAY and ask that all citizens pay tribute to those who have made the ultimate sacrifice in the name of freedom by wearing the Memorial Poppy on this day.

PASSED AND APPROVED this 13th day of May, 2025.

Mayor

ATTEST:

City Clerk



File Attachments for Item:

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

CITY COUNCIL STUDY SESSION MEETING MINUTES OF MAY 21, 2024.

CITY COUNCIL, NORMAN UTILITIES AUTHORITY, NORMAN MUNICIPAL AUTHORITY, AND NORMAN TAX INCREMENT FINANCE AUTHORITY AMENDED MEETING MINUTES OF JANUARY 28, 2025.

CITY COUNCIL FINANCE COMMITTEE MEETING MINUTES OF MARCH 20, 2025, AND APRIL 17, 2025.

CITY COUNCIL OVERSIGHT COMMITTEE MEETING MINUTES OF MARCH 13, 2025.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/13/2025

REQUESTER: Brenda Hall

PRESENTER: Brenda Hall, City Clerk

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

CITY COUNCIL STUDY SESSION MEETING MINUTES OF MAY 21, 2024.

CITY COUNCIL, NORMAN UTILITIES AUTHORITY, NORMAN MUNICIPAL AUTHORITY, AND NORMAN TAX INCREMENT FINANCE AUTHORITY AMENDED MEETING MINUTES OF JANUARY 28, 2025.

CITY COUNCIL FINANCE COMMITTEE MEETING MINUTES OF MARCH 20, 2025, AND APRIL 17, 2025.

CITY COUNCIL OVERSIGHT COMMITTEE MEETING MINUTES OF MARCH 13, 2025.



CITY OF NORMAN, OK CITY COUNCIL STUDY SESSION

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

Tuesday, May 21, 2024 at 5:30 PM

MINUTES

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Study Session in the Executive Conference Room of the Norman Municipal Building on the 21st day of May, 2024, at 5:30 p.m., and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray Street 24 hours prior to the beginning of the meeting.

CALL TO ORDER

PRESENT

Mayor Larry Heikkila
Councilmember Ward 2 Lauren Schueler
Councilmember Ward 3 Bree Montoya
Councilmember Ward 4 Helen Grant
Councilmember Ward 5 Michael Nash
Councilmember Ward 7 Stephen Holman
Councilmember Ward 8 Matthew Peacock

ABSENT

Councilmember Ward 1 Austin Ball
Councilmember Ward 6 Elizabeth Foreman

AGENDA ITEMS

1. DISCUSSION REGARDING THE PROPOSED FYE 2024 CITY OF NORMAN BUDGET – ENTERPRISE FUNDS.

Ms. Kim Coffman, Budget Manager, provided an overview of the Enterprise Funds included in the Budget. Enterprise Funds are operated in a manner similar to private business enterprises where the intent is that costs of providing goods or services to the general public are financed or recovered primarily through user charges. She said Enterprise Funds include Sanitation, Water, and Water Reclamation, with two sub-funds in Water Reclamation that includes Sewer Maintenance and New Development Excise Tax.

Sanitation Fund

Ms. Coffman said the Sanitation Division annually collects more than 110,000 tons of solid waste and approximately 30,000 tons of yard waste that is placed in the Compost Facility; the City offers curbside recycling through Republic Services with a 85% participation rate and Republic collects more than 4,000 tons of recyclable material annually; and offers four recycling drop-off centers that collect more than 1,700 tons annually. She said the City added a new recycling hub at the Transfer Station that accepts scrap iron, wood, and glass, which the other three drop-off centers do not accept. She said 175 tons of glass is recycled annually.

Ms. Coffman highlighted a comparison of residential sanitation rates with other communities, i.e., Ardmore, Bartlesville, Broken Arrow, Edmond, Enid, Lawton, Midwest City, Moore, Mustang, Newcastle, Oklahoma City, Stillwater, and Tulsa as well as out of state communities, i.e., Richardson, Texas, Denton, Texas; and Lubbock, Texas. She said services include spring and fall clean-up days; once a week solid waste collection; once a week yard waste collection; free brush drop-off; four recycling drop-off centers; free compost (when available); and residential curbside recycling.

Ms. Coffman said sanitation rates were last increased in April 2011, to \$17.20 per unit per month, which includes a \$3.00 curbside recycling charge; a \$0.20 Oklahoma Solid Waste Management charge. Citizens can get additional polycart if they like for a charge \$7 per month; and estimated revenue at a growth rate of 1.8% per year.

The major Sanitation Fund expenditures include \$3,002,705 for fleet related replacement purchases, \$3.1 million for landfill tipping fees (expenses have increased 9% from FYE 24 to FYE 25) and FYE 24 and an ending fund balance is \$2,188,335. There is no change to the Recycling Contractor expense currently budgeted at \$1.62 million.

Major projects completed in FYE 24 include \$3.1 million for New Sanitation Facility and major projects from FYE 24 to be completed in FYE 25 include \$420,000 for Compost Facility Scale House Modification; \$1.9 million for Transfer Station renovation. The Sanitation Storage Building budgeted at \$650,000 in also included in the FYE 25 Budget.

Ms. Coffman said potential impacts to the budget for the next budget process is a new Request for Proposal (RFP) for landfill disposal; RFP for Recycling Commodities; transition of recycling to City Staff; use of Sanitation funds for little crews; and the upcoming cost-of-service study for Sanitation.

Water Fund

Water production, at Norman Water Treatment Facility, runs 24 hours per day, 365 days a year, and produces over 5.0 billion gallons annually. Ms. Coffman said the Line Maintenance Division maintains over 650 miles of water pipe with diameters of two to 48 inches, 7,012 fire hydrants, and 14,293 valves. Line Maintenance repairs an average of 185 water line breaks each year; replaces over 3,000 feet of old deteriorated/undersized water mains; maintains 1,100 fire hydrants and over 42,000 water meters.

Ms. Coffman highlighted the water rate history since the inverted block rate was adopted in 1999 to encourage conservation (a progressive rate structure charges higher rates to highest quantity water users and affects about 25% of residential customers).

Current residential rate structures for Norman as follows:

Gallons	Rates (per 1,000/gallon)	PROPOSED RATE (PER 1 KILOGRAM GALLON)
Base Fee	\$6.00	\$10.90
0 – 5,000	\$3.35	\$ 3.46
5,001 – 15,000	\$4.10	\$ 4.50
15,001 – 20,000	\$5.20	\$ 6.75
Over 20,000	\$6.80	\$ 9.51

The City currently charges a summer surcharge of \$0.35 per 1,000 gallons during July and August for usage of 20,000 gallons per month (gpm) or more. There is also a mandatory year round odd/even watering rotation schedule for customers.

Ms. Coffman highlighted a comparison of residential water rates for several communities, i.e., Ardmore, Bartlesville, Broken Arrow, Edmond, Enid, Lawton, Midwest City, Moore, Oklahoma City, Stillwater, and Tulsa as well as out of state communities, i.e., Richardson, Texas; Denton, Texas; and Lubbock, Texas. She said Norman's rates are below benchmark cities as the average cost based on 10,000 gpm.

Major revenue assumptions for the Water Fund in FYE 26 are estimated at a growth rate of 1.5 percent per year. Water connection charges increased for all meter sizes as follows:

Meter Size	Effective April 22, 2023
3/4 inch	\$ 1,500.00
1 inch	\$ 2,500.00
1.5 inch	\$ 4,999.50
2 inch	\$10,000.50

Water Fund (WTP), continued

Water Fund expenditure assumptions include \$1,240,330 budgeted for interim water purchase contract from Oklahoma City (OKC); \$938,734 for Central Oklahoma Master Conservancy District for the replacement of the raw water line in Lake Thunderbird that supplies water to Norman, Midwest City, and Del City. Norman's share is 43%. The FYE 26 Budget includes \$393,115 for fleet related replacement purchases and other capital equipment; and the FYE 25 ending fund balance is projected to be \$1,264,777.

Ms. Coffman said the major water project completed in FYE 24 was the Line Maintenance Building at a cost of \$8.4 million.

Major new projects for FYE 24 to be completed in FYE 25 includes \$2.7 million for the Southlake Addition Water Line Replacement Project; \$3.4 million for the Parsons Water Line Replacement Project; \$500,000 for the Water Master Plan; and \$810,000 for the Water Line Replacement Project on Danfield.

Major projects for FYE 24 that are ongoing in FYE 25 include \$16 million for Advanced Water Metering Infrastructure; \$2.7 million for the James Garner Water Line Replacement, Main to Duffy; \$2.6 million for the Jenkins Avenue Water Line Replacement, Imhoff Road to Lindsey Street; \$5 million for Tecumseh Road Water Line Replacement, 24th Avenue NW to Journey Parkway; \$3.7 million for the Robinson Street Water Line Replacement, 12th Avenue NE to 24th Avenue NE; and continued Lead Service Inventory and Replacement.

Future Water Projects (subject to funding) include \$7 million for a Groundwater Treatment Facility; \$773,000 for the Robinson Street Water Tower Painting Project; \$350,000 for the Lindsey Street Water Tower Painting Project. \$2.4 million for various Water Treatment Plant improvements; and \$880,000 for Water Line Replacement Project design, Flood Avenue from Franklin Road north to city limits, Carter Avenue from Robinson Street south to Main Street, Westwood Estates, and Royal Oaks.

Water Reclamation Fund (WRF)

Ms. Coffman highlighted WRF performance over the previous year.

The Sewer Line Maintenance Division maintains over 530 miles of sewer lines and over 12,000 manholes; cleans over one million feet of sewer lines each year; and inspects and records over 250,000 feet of sewer lines. She said over the last 20 years, the City has reduced sanitary sewer overflows by 90%.

Item 1, continued:

Water Reclamation Fund:

Ms. Coffman highlighted comparable residential rates for the cities previously mentioned and said Newcastle is the only city with a lower rate than Norman.

Major revenue assumptions for the Water Reclamation Fund include residential wastewater service rates increased in November 2013. Current rates are a \$5.00 base plus \$2.70 per 1,000 gallons of treated wastewater. Ms. Coffman said user fee revenues for FYE 24 are budgeted at a projected 3.6 percent increase. The FYE 24 fund balance is projected to be \$1,452,101.

Major project completed in FYE 24 was the Line Maintenance Building (funding split with Water Fund), \$8.4 million.

Major projects for FYE 24 carried into FYE 25 includes \$2.3 million for Dewatering Centrifuge Replacement, \$2.6 million for the Blower Replacement Project, and \$250,000 for Digester 3 Roof Replacement.

Major projects deferred to FYE 26 include \$1.1 million for a Storage Facility and \$3.5 million for Main Control Building Renovation with Laboratory.

Sewer Maintenance Fund

Ms. Coffman said Sewer Maintenance Fund revenue comes from a \$5.00 per month sewer maintenance rate approved in 2001. She said all Sewer Maintenance Rate Projects must be on a pay-as-you-go basis. Since 2001, over 461,000 feet of sewer lines have been rehabilitated.

Ms. Coffman highlighted Sewer Maintenance Fund projects completed in FYE 24 as the Lift Station D Force Main, Phase 2, \$1.05 million and the Oliver Woods Aerial Replacement Project, \$385,000.

Major projects for FYE 24 carried into FYE 25 includes \$2.9 million for Sewer Maintenance Project 18; \$5.4 million for Sewer Maintenance Project 19; and \$3.4 million for Sewer Maintenance Project 22 (Design).

The new major project for FYE 24 is the \$5.1 million for Sewer Maintenance Project 24 (Design).

The main source of revenue for the New Development Excise Tax Fund comes from building permits for new construction based on wastewater generated. Ms. Coffman said FYE 23 revenues are projected to be \$1.4 million (\$1.1 million from residential projects and \$0.3 million from commercial projects).

Item 1, continued:

Total Utility Rates

Ms. Coffman highlighted comparisons for total utility rates with several Oklahoma communities, i.e., Ardmore, Bartlesville, Broken Arrow, Edmond, Enid, Lawton, Midwest City, Moore, Newcastle, Mustang, Stillwater, Oklahoma City, and Tulsa as well as out of state communities, i.e., Richardson, Texas; Denton, Texas; and Lubbock, Texas. She said Norman has the lowest rates of all comparable communities, except Ardmore. She said many of these comparable rates include a Stormwater Utility Fee that Norman does not have, with fees ranging from \$1 per month to \$9.98 per month.

2. DISCUSSION REGARDING POSSIBLE AMENDMENTS TO THE CONTRACT WITH FOOD AND SHELTER, INC., FOR EMERGENCY SHELTER SERVICES.

Ms. Shaakira Calnick, Internal Auditor, presented her findings of an audit of A Friends House, operated by Food and Shelter, Inc., (FSI). There were 19 recommendations from the Internal Auditor in the report related to items such as safety/security, bookkeeping/accounting, training, reporting, distribution of medications, etc. The full report is on file in the City Clerk's Office and available on the City's website.

Councilmembers agreed any changes to the contract that would keep the City's liability at a low risk would be good. Council discussed striking a balance on several of the recommendations. Staff was directed to negotiate potential contract amendments with FSI and bring back for further discussion.

3. DISCUSSION REGARDING ESTABLISHING AN INTERNAL AUDIT CHARTER AND POLICIES.

This item was not discussed and will be carried over to the next study session.

ADJOURNMENT

The meeting adjourned at 8:34 p.m.

ATTEST:

City Clerk

Mayor



CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, January 28, 2025 at 6:30 PM

AMENDED MINUTES

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers in the Municipal Building, on Tuesday, January 28, 2025 at 6:30 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.

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

Mayor Heikkila called the Meeting or Order at 6:30 p.m.

ROLL CALL

PRESENT

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Heikkila and member of the Boy Scouts of America.

PROCLAMATIONS

1. CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-15: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF FEBRUARY, 2025, AS BLACK HISTORY MONTH IN THE CITY OF NORMAN.

Motion made by Councilmember Ward 2 Peacock, Seconded by Councilmember Ward 4 Grant.

Participants in Discussion:

1. Dr. George Henderson and Mrs. Barbara Henderson accepted the proclamation and thanked the Council.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Peacock, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Hinkle, Councilmember Ward 7 Holman, Councilmember Ward 8 Dixon

Proclamation P-2425-15 was Acknowledged.

COUNCIL ANNOUNCEMENTS

Thank Yous. Councilmembers Holman, Hinkle, Grant and Mayor Heikkila all thanked Dr. Henderson for his efforts over the last 70 years.

Councilmember Holman thanked the Police Department for apprehending a suspect without any injuries to innocent bystanders or Officers.

*

Police Academy Graduation. Councilmember Holman reminded residents about the Norman Police Academy Graduation on Thursday, January 30th, 2025.

*

Community Planning and Transportation Committee (CPTC). Councilmember Holman spoke about the items that were discussed in the CPTC meeting last Thursday.

*

Elections. Councilmember Holman reminded residents about voting in the upcoming elections on February 11, 2025, and Candidate Forums.

CONSENT DOCKET

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 2 through Item 17 be placed on the consent docket.

Motion to place Item 2 through 17 on the Consent Docket was made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 6 Hinkle.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Peacock, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Hinkle, Councilmember Ward 7 Holman, Councilmember Ward 8 Dixon

Item 2 through 17 was placed on the Consent Docket.

APPROVAL OF MINUTES

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

CITY COUNCIL OVERSIGHT MEETING MINUTES OF SEPTEMBER 12, 2024 AND DECEMBER 12, 2024.

CITY COUNCIL CONFERENCE MEETING MINUTES OF FEBRUARY 13, 2024.

CITY COUNCIL RETREAT MEETING MINUTES OF AUGUST 30-31, 2024.

CITY COUNCIL, NORMAN UTILITIES AUTHORITY, NORMAN MUNICIPAL AUTHORITY, NORMAN TAX INCREMENT FINANCE AUTHORITY MEETING MINUTES OF JUNE 13, 2023, JANUARY 9, 2024, JANUARY 23, 2024 AND FEBRUARY 13, 2024.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 4 Grant.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Peacock, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Hinkle, Councilmember Ward 7 Holman, Councilmember Ward 8 Dixon

The Minutes were Approved.

3. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF DECEMBER 31, 2024, AND DIRECTING THE FILING THEREOF.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 4 Grant.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Peacock, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Hinkle, Councilmember Ward 7 Holman, Councilmember Ward 8 Dixon

Receipt of the Finance Director's Investment Report was Acknowledged.

4. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF NOVEMBER AND DECEMBER, 2024.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 4 Grant.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Peacock, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Hinkle, Councilmember Ward 7 Holman, Councilmember Ward 8 Dixon

Receipt of the Monthly Departmental Reports was Acknowledged.

5. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF DECLARATION OF SURPLUS AND/OR OBSOLETE EQUIPMENT AND MATERIALS AND AUTHORIZING THE SALE OR DISPOSAL THEREOF.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 4 Grant.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Peacock, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Hinkle, Councilmember Ward 7 Holman, Councilmember Ward 8 Dixon

The Equipment and Materials were Declared Surplus and/or Obsolete and the Disposal thereof was Authorized.

6. CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE NORMAN FORWARD FINANCIAL OVERSIGHT BOARD ANNUAL REPORT FROM APRIL 1, 2023, THROUGH DECEMBER 31, 2024.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 4 Grant.

Participants in Discussion:

1. Mr. Andy Rieger, Chairman of the NORMAN FORWARD Citizens Financial Oversight Board

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Peacock, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Hinkle, Councilmember Ward 7 Holman, Councilmember Ward 8 Dixon

Receipt of the Norman Forward Financial Oversight Board Annual Report was Acknowledged.

Donation

7. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF DECLARATION OF SURPLUS AND/OR OBSOLETE EQUIPMENT AND MATERIALS AND AUTHORIZING THE DONATION THEREOF TO THE CITY OF LEXINGTON, OKLAHOMA, ANIMAL SHELTER.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 4 Grant.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Peacock, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Hinkle, Councilmember Ward 7 Holman, Councilmember Ward 8 Dixon

The donation was Accepted.

Settlements

8. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-85: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF THE CLAIM FILED BY JOSHUA L. RAYBURN UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF JOSHUA L. RAYBURN V. THE CITY OF NORMAN, WORKERS' COMPENSATION COMMISSION CASE 2023-00845 J; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COMMISSION, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COMMISSION JUDGMENT FROM THE RISK MANAGEMENT INSURANCE FUND.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 4 Grant.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Peacock, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Hinkle, Councilmember Ward 7 Holman, Councilmember Ward 8 Dixon

Resolution R-2425-85 was Adopted.

Certificate of Survey

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2425-7 FOR OAK HILL RANCH PHASE 2 AND EASEMENT NUMBER E-2425-10 (GENERALLY LOCATED 1300' WEST OF 108TH AVENUE S.E. ON THE NORTH SIDE OF ETOWAH ROAD).

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 4 Grant.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Peacock, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Hinkle, Councilmember Ward 7 Holman, Councilmember Ward 8 Dixon

Norman Rural Certificate of Survey for Oak Hill Ranch Phase 2 was Approved, Easement E-2425-10 was Accepted, and the filing thereof with the Cleveland County Clerk was directed.

Easement

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2425-14: A PERMANENT UTILITY EASEMENT GRANTED BY THE CITY OF NORMAN TO OKLAHOMA GAS AND ELECTRIC COMPANY AT REAVES PARK AND BUDGET APPROPRIATION.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 4 Grant.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Peacock, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Hinkle, Councilmember Ward 7 Holman, Councilmember Ward 8 Dixon

Easement E-2425-14 was Granted.

Certificate of Plat Correction

11. CONSIDERATION FOR APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CERTIFICATE OF PLAT CORRECTION CPC-2425-1 FOR SUMMIT LAKES ADDITION SECTION 12.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 4 Grant.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Peacock, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Hinkle, Councilmember Ward 7 Holman, Councilmember Ward 8 Dixon

Certificate of Plat Correction for Summit Lakes Addition Section 12 was Approved.

Contracts

12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER THREE TO CONTRACT K-2223-33: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND L5 CONSTRUCTION, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$56,031 FOR A REVISED CONTRACT AMOUNT OF \$2,365,923 FOR VARIOUS CHANGES TO PROJECT DESIGN, AND UNFORSEEN SITE CONDITIONS AT THE NORTH BASE PHASE 2 VEHICLE WASH FACILITY PROJECT AND BUDGET TRANSFERS AS OUTLINED IN THE STAFF REPORT.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 4 Grant.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Peacock, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Hinkle, Councilmember Ward 7 Holman, Councilmember Ward 8 Dixon

Change Order Three to Contract K-2223-33 and Budget Transfers were Approved.

13. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2425-6: AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE CENTRAL OKLAHOMA TRANSPORTATION AND PARKING AUTHORITY (COTPA) D/B/A EMBARK IN THE AMOUNT OF \$35,221.76 FOR A NOT-TO-EXCEED AMOUNT OF \$4,575,071.93 TO PROVIDE SECURITY SERVICES AT THE NORMAN TRANSIT CENTER AND CONTRACT LANGUAGE MODIFICATION DUE TO THE OPENING OF THE CITY'S VEHICLE WASH FACILITY.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 4 Grant.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Peacock, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Hinkle, Councilmember Ward 7 Holman, Councilmember Ward 8 Dixon

Amendment One to Contract K-2425-6 was Approved.

14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-36: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND GOOGLE, L.L.C., TO RECEIVE \$500,000 IN GRANT FUNDING FROM GOOGLE FOR THE WATER RECLAMATION FACILITY (WRF) NON-POTABLE REUSE AND APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

Acting as the Norman Utilities Authority

Motion made by Trustee Ward 7 Holman, Seconded by Trustee Ward 4 Grant.

Voting Yea: Chairman Heikkila, Trustee Ward 1 Ball, Trustee Ward 2 Peacock, Trustee Ward 3 Montoya, Trustee Ward 4 Grant, Trustee Ward 5 Nash, Trustee Ward 6 Hinkle, Trustee Ward 7 Holman, Trustee Ward 8 Dixon

Contract K-2425-36 was Approved.

15. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-90: AN AGREEMENT BETWEEN BNSF RAILWAY COMPANY AND THE CITY OF NORMAN, OKLAHOMA FOR THE CONSTRUCTION OF SIGNAL INTERFACE EQUIPMENT AND PAVING IMPROVEMENTS FOR THE RAILROAD CROSSING AT MAIN STREET ASSOCIATED WITH THE JAMES GARNER PHASE 3 – ACRES STREET TO DUFFY STREET 2019 BOND PROJECT.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 4 Grant.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Peacock, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Hinkle, Councilmember Ward 7 Holman, Councilmember Ward 8 Dixon

Contract K-2425-90 was Approved.

Resolutions

16. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-80: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$44,890.36 FROM THE REIMBURSEMENTS-CITIZEN SIDEWALK ACCOUNT TO REPLENISH THE CITYWIDE SIDEWALK AND CURB RECONSTRUCTION PROJECT ("50/50 PROGRAM.")

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 4 Grant.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Peacock, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Hinkle, Councilmember Ward 7 Holman, Councilmember Ward 8 Dixon

Resolution R-2425-80 was Adopted.

Second Reading Ordinance

- 17. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-15 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 PUBLIC UTILITY IN THE A-2, RURAL AGRICULTURAL DISTRICT FOR A STRIP, PIECE OR PARCEL OF LAND IN THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP EIGHT (8) NORTH, RANGE ONE (1) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED NORTH OF ETOWAH ROAD ON 72ND AVENUE SOUTHEAST) APPLICANT REQUESTED TO POSTPONE UNTIL FEBRUARY 25, 2025.**

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 4 Grant.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Peacock, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Hinkle, Councilmember Ward 7 Holman, Councilmember Ward 8 Dixon

Ordinance O-2425-15 was Postponed until February 25, 2025.

NON-CONSENT ITEMS

Preliminary Plats

Motion to allow Councilmember Ward 6 Hinkle to Abstain from Item 18 was made by Councilmember Ward 2 Peacock, Seconded by Councilmember Ward 4 Grant.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Peacock, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Dixon

Abstain: Councilmember Ward 6 Hinkle

- 18. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2425-5 PRELIMINARY PLAT FOR 12TH AVENUE NW INDUSTRIAL (GENERALLY LOCATED ON THE WEST SIDE OF 12TH AVENUE N.W. APPROXIMATELY ONE-HALF MILE NORTH OF ROCK CREEK ROAD).**

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 4 Grant.

Participants in Discussion:

1. Mr. Jason Spencer, Blew and Associates, Representative of the Applicant
2. Mr. Dianna Hutzel, Ward 5, proponent
3. Mr. Ben Plummer, Ward 4, asked questions
4. Mr. Dan Munson, Ward 6, proponent
5. Mr. Scott Sturtz, Public Works Director

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Peacock, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Dixon

Abstain: Councilmember Ward 6 Hinkle

The Preliminary Plat for 12th Avenue NW Industrial was Approved.

MISCELLANEOUS COMMENTS

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

Crime Statistics. Ms. Dianna Hutzel, Ward 5, expressed her concern about the continued rise in crime over the last two years and how that compares to the number of homeless committing crimes.

*

Central Norman Zoning Overlay District. Mr. Ben Plummer, Ward 4, spoke about his proposed language change CNZOD and solar energy as an allowable use in property zoned A-2.

*

Cultural Unity Parade. Mr. Richard Baxter, non-resident, spoke about his business Racism Stinks and the efforts being made to host the first Cultural Unity Parade in Norman. He spoke about partnering with Norman Police Department.

*

2028 Olympics. Mr. Dan Munson, Ward 6, spoke about the upcoming Olympics and felt Norman should consider becoming a host City and to fund the activities he would like to see the City allocate \$150,000 from the Guest Tax per year for the next three years.

*

Miscellaneous Comments, continued

Thanked Police Department. Mr. Floyd Carrol, Ward 4, thanked the Police Department for managing the 600 block of east Main Street so his grandkids can ride their bicycles on the sidewalk and feel safe.

*

Farmers Market. Mr. Evan Dunn, Ward 7, reminded residents about the Farmers Market on Saturday, February 1, 2025.

*

The Well. Mr. Evan Dunn, Ward 7, spoke about various classes he is offering at the Well.

ADJOURNMENT

The Meeting Adjourned at 7:33 p.m.

ATTEST:

City Clerk

Mayor



CITY OF NORMAN, OK
CITY COUNCIL FINANCE COMMITTEE MEETING
 Municipal Building, Executive Conference Room, 201 West Gray, Norman,
 OK 73069
 Thursday, March 20, 2025 at 4:00 PM

MINUTES

The City Council Finance Committee of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Executive Conference Room in the Municipal Building, on Thursday, March 20, 2025 at 4:00 PM, and notice of the agenda of the meeting was posted at the Norman Municipal Building at 201 West Gray and on the City website at least 24 hours prior to the beginning of the meeting.

CALL TO ORDER

PRESENT

Mayor Larry Heikkila
 Councilmember Ward 3 Bree Montoya
 Councilmember Ward 4 Helen Grant
 Councilmember Ward 6 Joshua Hinkle

OTHERS

Councilmember Ward 5 Michael Nash
 Councilmember Ward 8 Scott Dixon
 Brenda Hall, City Clerk
 Major Brent Barbour, NPD
 Clint Mercer, Chief Accountant
 Dannielle Risenhoover, Admin. Tech IV
 Kim Coffman, Budget Manager
 Jacob Huckabaa, Budget Technician
 Jason Murphy, Stormwater Program Manager
 Lisa Krieg, CDBG Grants Manager
 Shaakira Calnick, Internal Auditor
 Shannon Stevenson, Asst. City Manager

Mayor Heikkila called the meeting to order at approximately 4:00 PM.

AGENDA ITEMS

1. DISCUSSION REGARDING THE FYE 2025-2026 CITY OF NORMAN BUDGET - NORMAN ECONOMIC DEVELOPMENT COALITION FUNDING.

Lawrence McKinney with Norman Economic Development Coalition was unavailable to speak on this agenda item due to another meeting obligation. This item was moved to the next City Council Finance Committee Meeting.

2. CONTINUED DISCUSSION REGARDING THE INTERNAL AUDIT CHARTER AND/OR POLICIES.

Internal City Auditor Shaakira Calnick presented her internal audit strategy to the City Council Finance Committee. She included her vision, mission, goals, objectives, and expected outcomes in her presentation. Calnick stated that to execute cost effective triennial audits, she would prioritize audits based on risk scores using management and Council feedback. She plans to provide "consultations related to new (procedure) implementations and audit reviews for areas of the least risk".

Calnick states that she can perform six audits in a three-year period. "If I were to look or compare our internal audit function to OKC which is a city of 600,000 plus, they have, I think, a staff of seven. I would hope for a staff of three by the end of fiscal year 30," Calnick said.

It is expected that, in the next six to eight months, a Citywide fraud training program will be disseminated. Calnick would also like to implement live dashboards that allow City Council Members to track public spending, emergency response efficiency, and policy effectiveness.

Calnick stated, "Because we are a public sector internal audit function, we are required to have an external assessment every three years from the date of your first engagement. My first engagement was March 2024; so, March 2027 is the deadline for that external validation or external assessment. How that happens is another organization comes in and basically grades our internal function and says what we need, what we're doing right and what we may need to be doing better." Calnick continued, "I put a 'QA' leading to external validation because it costs more to have them come in and perform a full assessment rather than me assessing myself with Council's feedback." Calnick states that the external assessor can then grade her self-assessment, "hopefully" saving the City money.

Councilmember Dixon asked if Calnick could audit Hotel-Motel Tax as well as marijuana dispensaries and Councilmember Grant asked if Calnick could audit Norman Regional Hospital. Calnick replied, "No problem. Thank you. I'll add that to the list and we will reconvene on Tuesday when I bring the final draft to you for the audit plan."

Calnick asked the Committee if there were any changes to the Internal Audit Charter before she presents it to Council on March 25th. The Committee did not suggest any changes.

3. DISCUSSION REGARDING MONTHLY REVENUE AND EXPENDITURE REPORTS.

Kim Coffman gave the report. "We're just below 1%, year-to-date, on Sales Tax and we're trying to take that into consideration for the Fiscal Year 26 budget that we're working on right now," Coffman said. Coffman compared the City of Norman's budget status to Oklahoma City's. "They are kind of also being proactive, in the way that we are, because they're having their staff do a 4.5% decrease to next year's budget. That's kind of the same exercise we're working on right now as well," Coffman said. "They're projecting a 2.5% increase but they're cutting operating costs back 4% in the General Fund."

ADJOURNMENT

Mayor Heikkila adjourned the meeting at approximately 4:45 PM.

ATTEST:

City Clerk

Mayor



CITY OF NORMAN, OK
CITY COUNCIL FINANCE COMMITTEE MEETING
 Municipal Building, Executive Conference Room, 201 West Gray, Norman,
 OK 73069
 Thursday, April 17, 2025 at 4:00 PM

MINUTES

The City Council Finance Committee of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Executive Conference Room in the Municipal Building, on Thursday, April 17, 2025 at 4:00 PM, and notice of the agenda of the meeting was posted at the Norman Municipal Building at 201 West Gray and on the City website at least 24 hours prior to the beginning of the meeting.

CALL TO ORDER

PRESENT

Mayor Larry Heikkila
 Councilmember Ward 3 Bree Montoya
 Councilmember Ward 4 Helen Grant
 Councilmember Ward 6 Josh Hinkle

ABSENT

None.

OTHERS

Councilmember Ward 5 Michael Nash
 Councilmember Ward 7 Stephen Holman
 Anthony Purinton, Asst. City Attorney
 AshLynn Wilkerson, Asst. City Attorney
 Dannielle Risenhoover, Admin. Tech IV
 Darrel Pyle, City Manager
 Jacob Huckabaa, Budget Technician
 Jason Murphy, Stormwater Program Manager
 Kim Coffman, Budget Manager
 Scott Sturtz, Director of Public Works
 Shaakira Calnick, Internal Auditor
 Shannon Stevenson, Asst. City Manager
 Taylor Johnson, Transit & Parking Program Manager
 David Floyd, Floyd Law Firm

Councilmember Holman chaired the meeting and called it to order at approximately 4:00 PM.

AGENDA ITEMS

1. DISCUSSION REGARDING FINANCING OPTIONS FOR PUBLIC PARKING STRUCTURES.

City Manager Darrel Pyle led the discussion. He stated that the City has started receiving phone calls from downtown property owners who are seeking parking solutions for professional office buildings that don't come with a parking lot. There is also a developer interested in building as many as 800 housing units in downtown Norman that will also require parking. "We pulled out the parking study realizing it may be time to initiate that conversation," Pyle said. The parking study, engineered by Kimley Horn, identified the preferred locations of three parking structures in Norman. Pyle described the locations as, "one of them across the street and to the north of the courthouse on county owned land, one of them at Peters and Gray on the City parking lot, and one of them on Campus Corner on another City parking lot." Pyle invited Attorney David Floyd to the meeting to provide bond information for the Committee, with the goal of not leveraging the City's General Funds toward the development of the parking structures.

"The way that you want to do parking is you want to develop an asset for your municipality," Floyd said. "Parking is one of the few hard infrastructure things that you can finance on taxes and basis for public purposes that will also turn around and generate you a return. You utilize it as its own self-perpetuating wheel. Once you have one (parking structure) going, you have a revenue source identified and you can leverage those revenues to create the next one and the next one. It never touches your budget, it never touches your general debt, it never impacts your sales tax. When you have something like this, that actually drives other value, it makes sense to spin it off and have it on its own. The question always comes in, okay, how do you get the wheel started?"

Floyd suggest considering the long-term leasing of parking spots. "You can use those as a way to lock in your financing," Floyd said. "You've already got guaranteed people that are going to purchase the slots. You can round up the rest of your tax and revenues and throw those in there as well. You can look at other grant funds; you can look at federal infrastructure packages. There are ways that municipalities can take rooftops, do (solar) power generation, and then receive a direct pay credit for the energy that's generated; so, you start looking at the whole mix of, 'What can we do to get this going?' Another thing I would say at least to consider, at least for downtown, is you establish a downtown TIF." Floyd stated that the TIF would act as a "backstop" in that revenues pledged through the TIF would support the parking structures debt service only when needed. "What that means is that you need \$1,000,000 debt service in one year and your parking revenues only generate \$800,000, okay, the first \$200,000 of the TIF goes to service the structure's debt. The rest of it flows like it ordinarily would and you get to a point where you never have to rely on those but now it acts as a credit enhancement so it's dropped your borrowing cost down," Floyd said.

According to Floyd, the City of Norman could establish its own independent parking authority. The parking lots and the rights to receive parking revenues would be transferred to this authority. This parking authority would have its own Board of Trustees and it would be a separate, standalone, legal entity. The authority could either construct, operate, and maintain these facilities or bring in a private operator.

Cleveland County has also shown interest in building a parking structure(s). "The conversation with them was, 'We'll do a trust that Norman and Moore play a role in. We finance it on our books through the County Trust, there's an inter-local agreement or a use agreement with the City where the City takes either maintenance and operations or just operations or reserve a certain amount of spots and the rest of them go up for public auction for downtown people to buy or they're metered,'" Floyd said. "The thought now is if we could do this in a way that it benefits the entirety of your county, we spread the liability amongst other municipalities and governmental entities where it's not just on Norman and we can still address Norman's parking needs and do it in a way that doesn't impact the budget and is revenue neutral for the City, that would be a way to solve this parking problem that we have."

Darrel Pyle stated, "Each one of the parking structures identified in the study actually has different attributes that may lend each one of them to different outside funding sources like grants. The parking structure envisioned next to The Depot with a hotel in front of it, based on its location, qualifies for ACOG funding."

Under these funding concepts, the City foresees three, potentially four, parking structures being built without a Norman Forward 2 tax allocation to achieve it.

Councilmember Holman stated, "In previous discussions about parking structures, Council, myself, and previous Councils have been pretty adamant about making sure that they are street active with leasable commercial space on the ground floor; so, it's not an entire block that's just like a dead zone. We wanted to make sure that they were active street level and that they complemented the historic character of downtown or campus corner."

Floyd stated, "When you start getting into leasable space, that changes the calculation a little bit on the tax exemption as far as how that's going to be used; but structurally, everything's the same. You've got a tenant paying for a space either for parking, retail or housing."

Pyle added, "They're already conceived to be fire sprinkled so there's really not added cost in construction other than, you know, exterior glass and aluminum out there on the storefront." Currently, the cost for one parking structure spot ranges from \$20,000 to \$25,000.

City employees will provide the Finance Committee with additional financial documents and schematics for review at the next City Council Finance Committee Meeting.

2. DISCUSSION REGARDING A POTENTIAL PARKING TAX FEE FOR PUBLIC PARKING STRUCTURES.

Councilmember Nash led the discussion. In June 2024 an email was sent out discussing the possibility of the City levying a tax on commercial parking spaces. The idea of this tax stemmed from the possibility of a parking garage being built in a new entertainment district. "The thought of the arena area coming into play with the 100% sales tax diversion, how can we claw back a little bit? Well, if they're going to be putting in a parking garage then we could levy a special tax on parking garages or on short-term parking or commercial parking spaces," Nash said. He also stated that there is nothing that prohibits a municipality from levying taxes on parking spaces. Questions were raised regarding what this type of tax revenue could be used for and if certain tax exempt parties would be required to pay it. Pyle stated, "If we had a surcharge on parking, that might be viewed - not as a tax, to provide you with more flexibility in terms of the discretionary

value of how you assigned your surcharge. It may honestly just come down to the magic in the language. If it's a tax, you may have to get really, really specific on what those tax dollars could be spent on versus surcharge which the voters don't approve. The Council sets the fees and sets the surcharge and then Council determines what the surcharge could be used to support."

City of Norman staff will address the City Council Finance Committee's questions by presenting parking tax options and alternatives to them before any type of parking fee becomes an action item for City Council.

3. DISCUSSION REGARDING MONTHLY REVENUE AND EXPENDITURE REPORTS.

Kim Coffman gave the report. She drew attention to the Sales Tax revenue for April. "We were 3.5% below year-to-date revenues compared to last year and because our Sales Tax budget was set 2% higher than last year's receipts, we're also 3% below the budget target."

"This is what we are seeing metro wide, statewide," Darrel Pyle said. "We are being more conservative on next year's revenue projections until we see a sign that something is turning the corner. Our population continues to grow, student population continues to grow, so we don't really have an answer as to why we are spending differently or why we are spending less. We will continue to remain conservative. Our long-term goal, based on prior Council action, is to stay far enough ahead of the current situation. We don't want to be in a layoff scenario."

Councilmember Grant stated, "While these numbers aren't rosy, OML is working on a five-year plan to get us cities more reliable funding sources. I'd like to do our part to get across to our legislators that we need to change things."

Councilmember Holman replied, "If we are able to even get an additional revenue source for essential public safety services. Police and fire, our two biggest expenses that are 24/7, that cover the entire city limits, including areas that have no commerce and no sales tax revenue, that alone would make a huge difference for cities."

In a previous state legislative session, there was a proposal to allow for the creation of Public Safety Districts. A component of the proposal was deemed unconstitutional; however, corrective action was to be taken on the proposal. Darrel Pyle will bring the Committee an update on this proposal. "I would think the legislature would be in support of allowing the voters to decide how they wanted to finance those public safety costs," Pyle said.

ADJOURNMENT

Councilmember Holman adjourned the meeting at 5:05 PM.

ATTEST:

City Clerk

Mayor



CITY OF NORMAN, OK
CITY COUNCIL OVERSIGHT COMMITTEE MEETING
Municipal Building, Executive Conference Room, 201 West Gray, Norman,
OK 73069
Thursday, March 13, 2025 at 4:00 PM

MINUTES

The Oversight Committee of the City of Norman, Cleveland County, State of Oklahoma, will meet in Regular Session in the Executive Conference Room in the Municipal Building, on Thursday, March 13, 2025 at 4:00 PM, and notice of the agenda of the meeting was posted at the Norman Municipal Building at 201 West Gray and on the City website at least 24 hours prior to the beginning of the meeting.

CALL TO ORDER

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

ROLL CALL

PRESENT

Chairman Mayor Larry Heikkila
Councilmember Ward 2 Helen Grant
Councilmember Ward 7 Stephen Holman
Councilmember Ward 8 Scott Dixon

ABSENT

Councilmember Ward 1 Austin Ball

OTHER STAFF PRESENT

Councilmember Ward 3 Bree Montoya
Councilmember Ward 6 Josh Hinkle
Ms. Beth Muckala, Assistant City Attorney III
Ms. Lisa Krieg, CDBG/Grants Manager
Mr. Jason Olsen, Director of Parks and Recreation
Mr. Chris Mattingly, Director of Utilities
Ms. Shaakira Calnick, Internal Auditor
Ms. Shannon Stevenson, Assistant City Manager
Mr. Jason Murphy, Stormwater Program Manager
Mr. Taylor Johnson, Transit and Parking Program Manager
Ms. Tara Reynolds, CDBG Financial Management Analyst
Ms. Sandra Simeroth, Administrative Tech IV

AGENDA ITEMS

1. DISCUSSION ON AGE FRIENDLY COMMUNITIES AND AGING IN PLACE.

Ms. Lisa Krieg, CDBG/Grants Manager, said age friendly communities was discussed at Council's retreat. Staff has done the research and it shows in the City of Norman 13.4% of Norman's population (17,150) are over 65 and that number is continually growing and living independently is the goal for all residents.

Aging in Place is more than modifying a home, it is about ensuring a holistic environment, where seniors can thrive. It would require coordinating efforts across multiple sectors, including local government, businesses and community organizations. AARP established eight domains of livability, which include Transportation; Civic Participation; Communication; Respect and Social Inclusion; Social Participation; Health Service; Community Support; and Housing and Outdoor Spaces. It was an initiative founded in 2006 in conjunction with the World Health Organization (WHO) That supports the efforts of neighborhoods, towns, cities and rural areas to be great places for all people of all ages by providing safe, walkable streets; age friendly housing and transportation options; access to needed services; and opportunities for all residents of all ages to participate in community life. Application, Certification, and Membership means that Norman's leadership has made the commitment to work towards being a great place for people of all ages. There is no charge for the certification. Participation requires a multistep process of improvement, including the creation and implementation of an action plan. Currently over 250 communities, including two states have met the qualifications and are participating.

Mayor Larry Heikkila asked what does the City need to do to qualify for grants for age friendly cities.

Ms. Krieg said the City has to be certified, which takes 1-2 years of planning in phase one. Cities must develop a three-year community wide action plan based on assessment findings. Commit to the implementation of the approved Action Plan. Phase two includes submittal of a Progress Report at year five, which outlines progress against the baseline using the indicators developed in the Action Plan. As long as the City makes continual improvements, the membership will be automatically renewed following a positive assessment and the submission of a revised Action Plan for future years. Once certified, the City of Norman would be eligible for the annual Challenge Grant Competition with awards up to \$20,000. These focused, action-oriented grants could be used to accelerate change in housing, transportation or public spaces. They also spark community engagement and opportunities for new partnerships.

Councilmember Grant said she would like to go forward with this and would like to get outdoor exercise equipment for a senior park.

Ms. Krieg said an outdoor flexibility park would be great. Staff would have to establish a taskforce and would like a representative from all the different departments and input from seniors, and get nonprofits that serves the needs of senior housing. The Mayor will have to send a letter to AARP to get all this started and express the interest of the City of Norman and the City Council to get certified.

Item 1 (continued)

Mayor Heikkila said this is good idea and a good way to ask developers if they want to build these communities.

Councilmember Hinkle said he would like staff to be very aggressive in phase one to maybe get it done quicker than one-two years.

Councilmember Holman said he would like to see bus service available all over the City for this.

Councilmember Grant thinks it would be beneficial to seniors and a better quality of life.

Ms. Krieg said grants are limited so Council and the Staff would also need to get businesses involved.

Councilmember Dixon said he also would like staff to move forward and move this aggressively.

Mayor would like a way for businesses and groups to donate funds and work with the grants that would be available.

2. UPDATE OF THE CENTRAL LIBRARY LITIGATION.

Mr. Jason Olsen, Director of Parks and Recreation, said we are still going through the discovery stage and there are 25,000 pages of reports to go through. Staff is making sure the building stays dry and keeping mold contained to the areas affected and that it does not spread to the other parts of the building. Staff is trying to find a space to store the books and looking for a space to temporarily have circulation for the books.

Councilmember Dixon asked if the Library Board was agreeing with staff suggestions on temporary locations.

Mr. Olsen said the Library turned down the suggestion of the CVS building as a place of circulation. It has been difficult to find a space that has climate controls within budget availability.

Councilmember Holman asked if staff had a timeline on when everything is getting fixed and who is responsible for operations. He said since the library will be closed for a while the City and Library need to find a temporary solution.

Mr. Olsen said that it is hard to put a time line on and it is going to take well over a year to repair the building once litigation or mediation is done. The Library did a survey and the most import thing is to get books into circulation. The actual operations is the library's responsibility and the building is the City's responsibility.

Councilmember Hinkle asked what the Library needed size wise for a building.

Mr. Olsen said they need at least 10,000 to 12,000 square feet for storage and they do not want it to be recognized as a retail area and safe place for their employees to work.

Item 2, (continued)

Councilmember Grant would like staff to try to find an alternative space the Library would be okay with.

Councilmember Dixon stated Pioneer Library system gets mileage from the county and they are still receiving that even though they do not have a central library and their number one goal is to get the books in circulation.

Mr. Olsen said that is correct and staff presented Pioneer Library System with the space big enough for the books and he did not know if it ever got to their Board.

Councilmember Dixon said the holdup then is not necessarily the City's but the Pioneer Library not liking what staff offered.

Mayor Heikkila asked how many square feet is the CVS building.

Mr. Olsen said it is 11,000 square feet big enough to store all the books.

Mayor Heikkila said so plenty of room for the books but maybe not all the offices and restrooms and not as nice as the library building but we need to get something in place.

Councilmember Holman said maybe do a downsize library there similar to the West side library.

Mr. Olsen said Staff could suggest a two-part solution where the Library has storage and a smaller space for operations on a smaller scale.

Mayor Heikkila said he would like for the City to have something working to give the people some place to go and residents will be more dissatisfied if they have nowhere to go.

Councilmember Hinkle said he was a former library employee and he feels that anything the citizens have moving forward will be nicer than what the closed building ended up being. He would like staff to look into getting a retail space to get services back to the residents.

Mayor Heikkila said retail air conditioned space rent is going for 14.00 a square foot.

Mr. Olsen said that CVS was offering us the space at \$11.00 a square foot.

Mayor Heikkila said any space for residents to visit as the library is better than no space at all.

ADJOURNMENT

The meeting was adjourned at 4:40 p.m.

ATTEST:

City Clerk

Mayor

File Attachments for Item:

9. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-33 UPON FIRST READING BY TITLE:
AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF CHAPTER 36 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS 10-11, BLOCK 72 OF NORMAN OLD TOWN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (223 W MAIN ST)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/13/2025

REQUESTER: GBDENTAL HOLDINGS, LLC

PRESENTER: Jane Hudson, Planning & Community Development Director

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-33 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF CHAPTER 36 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS 10-11, BLOCK 72 OF NORMAN OLD TOWN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (223 W MAIN ST)

APPLICANT/REPRESENTATIVE	GBDENTAL HOLDINGS, LLC/Rieger Sadler Joyce LLC
LOCATION	223 W Main Street
WARD	4
CORE AREA	Yes
REQUESTED ACTION	Rezoning to a new Center City Planned Unit Development
LAND USE PLAN DESIGNATION	Commercial
GROWTH AREA DESIGNATION	Current Urban Service Area

BACKGROUND: The applicant requests a new Center City Planned Unit Development (CCPUD) for two lots located at 223 W Main Street to allow the development of a mixed-use building, as outlined in Appendix B of the Center City Form-Based Code (CCFBC).

The proposal for this site is to construct a 4,000 square feet, two-story, mixed-use commercial and residential building, as illustrated in Exhibit B, Site Development Plan. The CCPUD proposes retail sales and services/professional services on the ground floor in the front twenty

feet (20') of the building with three residential dwelling units in the rear. In addition to the three (3) residential dwelling units on the first floor, the proposal includes five (5) residential units on the second floor. The proposed residential units will be one and two bedrooms. The current CCFBC exempts property zoned C-3, Intensive Commercial District, at the time of adoption of the CCFBC, from parking requirements. However, with this CCPUD, the applicant proposes eight (8) angled parking spaces located off the alleyway, behind the required Parking Setback Line. There is existing angled public parking in front of the building along Main Street. At grade open space will be provided as indicated on Exhibit B, Site Development Plan.

The proposed two-story structure will comply with the existing Required Build Line along the front property line. The Parking Setback Line will remain as shown on the CCFBC Regulating Plan.

PROCEDURAL REQUIREMENTS:

PRE-DEVELOPMENT: A Pre-Development meeting is not required for this application.

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

ZONING ORDINANCE CITATION:

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

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

Specifically, the purposes of this section are to:

1. Provide an alternative zoning district to the CCFBC where a property owner proposes a development that does not meet the strict regulations required in the CCFBC.
2. Provide open space/street space that is compatible with the concepts of the CCFBC.
3. Provide comprehensive and innovative planning and design for a development which is consistent and compatible with surrounding developments.
4. Provide more efficient and economic use of land resulting in an urban/ pedestrian environment.
5. Provide complete and useful information which will enable the Planning Commission and City Council to make more informed decisions on land use.
6. Encourage developments that achieve community goals, such as, but not limited to, aging in place, or affordable housing, or other emerging trends in housing, that may not be able to meet all the required elements of the Center City Form Based Code.

STAFF ANALYSIS: The applicant requests a new CCPUD for this site to construct a mixed-use building on two lots addressed as 223 W Main Street. The applicant will comply with most of the CCFBC requirements. However, due to the desired design of the structure and its

location in the urbanized Downtown, the applicant is requesting the following modifications to the CCFBC, as follows:

1. Allow the use of signage as shown on Exhibit D, Elevations Section of the CCPUD, including the additional wall on the west side of the structure and the allowance of a front façade awning sign.
2. Allow exemption from required Landscaping and Open Space, preserving the streetscape found on Main Street.
3. Requesting a twelve feet (12') Clear Height for the commercial portion of the Ground Story and (10') for the residential portion of the Ground Story, a reduction from the CCFBC required fifteen feet (15') Clear Height. (Please note this statement has been re-written by staff since the Planning Commission meeting to provide clarification of the requested modification, there have been no changes in the request, simply a housekeeping action).
4. Allow uses as listed in Exhibit C, Allowable Uses. This also allows Commercial Uses not typically allowed on the Ground Story of Urban Storefront: Restaurant, Bar, Lounge, or Tavern, Event Space, and Vehicle Sales.
5. A reduction in the fenestration requirement for the Ground Story to 40% from the required minimum of 50% was originally requested. However, as a result of the Planning Commission recommendation, the applicant has modified their CCPUD Narrative to state that the structure will meet the minimum 50% fenestration requirement for the Ground Story.
6. Allow exterior elements as shown in Exhibit D, Elevations, and Front Entrance. The applicant revised the exterior design of the structure since the Planning Commission Meeting. The revisions allow for a recessed entryway with a set of 36-inch doors for the retail space. Additionally, the CCPUD Narrative allows high impact EIFS as exterior material for the sides of the structure to allow for a future mural.
7. Allow for an offset up to a maximum of 60" from the Required Build (RBL) to accommodate the recessed entryway and exterior landing.

USE: Commercial, civic and residential uses are allowed for the rear portion of the first floor and the second floor. Retail sales and service and professional services will be permitted in the front twenty feet (20') of the building as required by the CCFBC Urban Storefront Frontage.

PARKING: Under the CCFBC, property that was zoned C-3, Intensive Commercial District at the time of adoption of the CCFBC, does not have to meet CCFBC parking requirements. However, the applicant plans to provide eight (8) parking spaces behind the building, off the alleyway, in compliance with the Parking Setback Line. Existing public art bike racks exist along Main Street and therefore, the applicant will not supply any additional bike racks.

LANDSCAPING: This site was previously developed under a CCPUD and utilized as an entertainment open space for that CCPUD. Due to its location in Norman's central business district, this CCPUD Narrative calls for an exemption to the Open Space and Landscaping requirements, as indicated in Exhibit B, Site Development Plan. Street trees exist as a result of the City's Streetscape project and meet the street tree requirements of the CCFBC. No further street trees are required.

SIGNAGE: The CCPUD states signage shall comply with 402. General Provisions, Section M of the CCFBC, except for the allowances proposed for the placement of a wall plaque on the

west side of the building and an awning sign on the first floor façade, as illustrated in Exhibit D, Elevations section of the CCPUD.

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

SANITATION/UTILITIES: The applicant will share a dumpster with neighboring account holders to service the property's sanitation needs.

FENCING/WALLS: Since the proposed structure will occupy the entire Required Building Line, there is no requirement for a Street Wall. The CCPUD Development Site Plan does not propose any other fencing or walls on the property.

PARKS: Andrews Park, located at 201 W Daws Street, is approximately two blocks north of the Property.

ALTERNATIVES/ISSUES:

IMPACTS: The proposed development will not have open space or landscaping at grade, as seen with much of the urbanized downtown area. Since the building is required to be set at the property line, there is no opportunity for landscaping in the front, which is typical for the buildings along Main Street. The lack of open space and landscaping at grade on the property will not impact this development or the surrounding district.

The proposed structure meets the stated goal of the CCFBC District by creating a pedestrian-oriented mixed-use building. The addition of ground-floor retail space and professional services will complement the existing uses found in Downtown Norman, while the addition of residential units promotes the stated goals of the CCFBC by expanding housing opportunities.

The request to lower the Clear Height from fifteen feet (15') to twelve feet (12') is for the commercial portion and is driven by construction material costs. The Clear Height will match the Ground Story Clear Height of the existing structure located to the west at 227 W Main Street. (Please note this statement has been re-written by staff since the Planning Commission meeting to provide clarification of the requested modification, there have been no changes in the request, simply a housekeeping action).

As noted in the above Parking section, under the current Code, the site does not require parking spaces. However, the development proposes eight (8) parking spaces off the alleyway, which will help minimize any impact to parking on Main Street.

The signage requested proposes modifications from the 402 General Provisions, Section M. Signage. The CCPUD provides signage similar to that already found in Downtown Norman and will be suitable for the pedestrian-friendly streetscape.

As noted in the Staff Analysis portion of this report, the applicant originally requested to reduce the minimum required Ground Story fenestration from 50% to 40%. Planning Commission recommended the approval of the CCPUD with the condition that the fenestration on the ground floor be maintained at a minimum of 50%. As a result of the Planning Commission's

recommendation, the applicant has modified the CCPUD Narrative and elevation drawings to meet the 50% minimum fenestration called for in the CCFBC Urban Storefront.

Additional front façade revisions include a set of recessed double entrance doors. Recessed entryway, such as those proposed, are found in several of the Downtown historic structures and are in keeping with one of the stated CCFBC visions to create pedestrian-friendly retail spaces. Adding EIFS to the east side of the structure to accommodate a possible future artwork is keeps the pedestrian-oriented feel of the streetscape. The use of EIFS for this limited application will provide an opportunity for pedestrian-oriented artwork.

The proposed redevelopment for these lots meets the goal of the CCFBC to increase mixed-use redevelopment with housing opportunities. The proposed revisions of a recessed front entryway for the retail space and EIFS on the second-floor east side of the structure add pedestrian-friendly aspects to this building. The overall design meets many of the design elements found in Downtown Norman while providing desired housing in the urban core.

OTHER AGENCY COMMENTS:

FIRE DEPARTMENT AND BUILDING PERMIT REVIEW: 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. For details, view the City of Norman Ordinances and adopted 2018 ICC codes as amended by OUBCC, including IFC Appendices B, C, and D.

PUBLIC WORKS/ENGINEERING: The subject property is platted as part of Norman Old Town.

TRAFFIC ENGINEER: No traffic issues or impacts are anticipated. The proposed parking behind the building has a twelve foot (12') drive aisle, which is a narrow drive aisle width for vehicles to back out to the alleyway.

UTILITIES:

Water: Existing water services not proposed to be used must be abandoned at the main and existing material information must be provided to the Utilities Department.

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

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

CONCLUSION: Staff forwards this request for a new Center City Planned Unit Development and Ordinance O-2425-33 to the Planning Commission for consideration and a recommendation to the City Council.

There have been clarifications noted in the staff report since the Planning Commission vote; those clarifications are noted in the body of this staff report.

PLANNING COMMISSION RESULTS: At their meeting of April 10, 2025, the Planning Commission recommended adoption of Ordinance No. O-2425-33 by a vote of 7-1 with an amendment for a minimum of 50% required fenestration on the Ground Story instead of the requested 40% minimum Ground Story fenestration.

O-2425-33

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF CHAPTER 36 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS 10 – 11, BLOCK 72 OF NORMAN OLD TOWN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (223 W MAIN ST)

- § 1. WHEREAS, GBDENTAL HOLDINGS, LLC , the owners of the hereinafter described property, have made application to have the subject property removed from the CCPUD, Center City Planned Unit Development District, and placed in the CCPUD, Center City 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 April 10, 2025 as required by law, considered the same and recommended that the same should be granted upon the condition that the fenestration on the ground floor meets the 50% requirement and an ordinance adopted to effect and accomplish such rezoning; and
- § 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

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

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

Lots 10 – 11, Block 72 of Norman Old Town, according to the recorded plat thereof

Containing 0.16 acres, more or less.

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

- a. The site shall be developed in accordance with the CCPUD Narrative and the Site Development Plan, and supporting documentation, dated May 8, 2025, which are made a part hereof.

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

ADOPTED this _____ day of _____, 2025.

NOT ADOPTED this _____ day of _____, 2025.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)

223 W. Main Street

A Center City Planned Unit Development

Applicants:

GBDENTAL HOLDINGS, LLC & Windstone Construction & Development, LLC

223 W. Main Street

Norman, Oklahoma

Application for:

Center City Planned Unit Development

Submitted March 3, 2025

Revised May 8, 2025

PREPARED BY:

RIEGER SADLER JOYCE LLC

136 Thompson Drive

Norman, Oklahoma 73069

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- B. Site Development Plan
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I. INTRODUCTION

A. **Background and Intent.** This Center City Planned Unit Development (“CCPUD”) is proposed by GBDENTAL HOLDINGS, LLC and Windstone Construction & Development, LLC (collectively, the “**Applicant**”) for the property located at 223 W. Main Street, Norman, Oklahoma, more particularly described on **Exhibit A** (the “**Property**”). The Property contains approximately 0.16 acres. This CCPUD is intended to put forth the parameters for which the Property shall be redeveloped.

A CCPUD is sought here in order to further the goals of the Norman Center City Visions Project and Plan (“Project Plan”). This proposal meets many of the stated goals of the Project Plan, including, but not limited to, utilizing private investment in Center City, capitalizing on the public investment in existing infrastructure around the Property, stabilizing and strengthening the mixed-use commercial district in the area, creating a pedestrian-oriented and multi-modal district, and creating additional housing options on the Property.

This proposed development features a two-story mixed-use building. The Property is planned to contain eight (8) residential dwelling units and one (1) commercial unit on the ground story. As required by CCFBC Urban Storefront, the first 20’ of the proposed building will contain retail sales and service or professional services. Residential units are planned to be 1 to 2 bedroom units, but in no case will there be more than three bedrooms per residential unit. This CCPUD will allow for a cohesive development of mixed-uses and relaxed development and design criteria on the Property in furtherance of the stated goals of the Project Plan that could not otherwise occur under the applicable provisions of the Norman Center City Form-Based Code (“CCFBC”).

B. **Development Team.** The Applicant is Windstone Construction & Development, LLC, who will be the developer of the project, as well as GBDENTAL HOLDINGS, LLC, who is the current owner of the property.

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

- A. **Location.** The Property is situated on West Main Street between North Webster Avenue and North Santa Fe Avenue. The specific location is illustrated on the Site Development Plan, attached hereto as **Exhibit B**.
- B. **Existing Land Use and Zoning.** The Property is located within the Center City Form Based Code (“CCFBC”) District. The Property is currently zoned under a Center City Planned Unit Development (O-1718-13). The Property is currently largely undeveloped and occupied by an outdoor restaurant.
- C. **Elevation and Topography.** The Property is essentially flat with little elevation change throughout the entirety of the development. The Property is covered with pavement and the existing structure with little to no pervious surface.
- D. **Drainage.** The Applicant will meet or exceed the City’s applicable ordinances regarding drainage requirements on the Property.

- E. **Utility Services.** All necessary utilities for this project (including water, sewer, gas, telecommunications, and electric) 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 Owner of the Property where required by building and fire protection codes in the structures.
- G. **Traffic Circulation and Access.** The Property has no curb cut and the only access is from the alley to the north of the Property. No additional curb cut is proposed.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

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

A. Permissible Uses.

The Property will be allowed to contain a mix of residential and commercial uses. The ground story will be allowed commercial and civic uses on the first floor, with residential dwelling units permitted in the rear portion of the first floor and in the upper stories for the building to be constructed on the Property. A list of the allowable uses for the Property is attached hereto as **Exhibit C**. The allowable uses for any ground floor units facing Main Street will comply with Section 404(a) and Section 704(D)(1) of the CCFBC, which respectively limit allowable uses to retail sales or service, or professional service, as such uses are defined by the CCFBC, and as such definitions may be amended from time to time. The remaining rear units on the first floor may be residential dwelling units.

B. Development Criteria.

1. **Siting.** This CCPUD does not seek to modify the applicable Required Build Line established by the CCFBC. Similarly, this CCPUD seeks to incorporate the CCFBC allowance for a maximum 60" offset from the RBL. The RBL as established by the CCFBC for this property is the property line as shown on the Site Development Plan. Where the façade of the building is placed within the offset area, it is considered to be built to the RBL, just as is true under the CCFBC. Parking shall be as shown on the Site Development Plan. The building on the Property will be built to 100% of the RBL. No Street Wall is required on the Property.

2. **Building Height.** The initial development is expected to be a two (2) story building; however, there shall be no maximum number of stories. The required minimum ground story clearance height shall be ten (10) feet for the residential portions of the building at the rear of the Property. The commercial unit shall have a minimum ground story clearance height of twelve (12) feet for a minimum of twenty (20) feet behind the RBL. This is a modification from the minimum ground story clearance height of fifteen (15) feet required in CCFBC Urban Storefront Frontage. Upper stories clear height shall be a minimum of nine (9') feet.
3. **Unit Minimum and Bedroom Maximum.** The Property shall contain a minimum of three residential dwelling units, with no maximum residential dwelling unit requirement. The initial layout for the building contemplates eight (8) residential dwelling units, with three (3) residential dwelling units on the ground floor and the remaining five (5) residential dwelling units on the second floor. The residential dwelling units are planned to be a mix of 1 and 2 bedroom units, but in no case will there be more than three bedrooms per residential dwelling unit
4. **Elements.** The Property shall be built in accordance with the terms of this CCPUD and the exhibits hereto. The Property shall comply with the applicable Elements requirements applicable to Urban Storefront Frontage, pursuant to Section 403 of the CCFBC. The minimum fenestration requirement on the ground story shall be fifty (50%) percent. Minimum fenestration requirement for the upper story shall be twenty (20%) percent. Exterior materials shall comply with the requirements of Section 402 (J), Architectural Materials (exteriors), of the CCFBC. The building may contain awnings that encroach over the sidewalk along Main Street, to the extent permissible by the terms of the CCFBC and applicable city ordinances. Additionally, smooth high impact EIFS may be utilized on the east side of the building as there is potential for a mural or similar artwork in the location shown on the proposed elevations attached as **Exhibit D**.
5. **Sanitation.** It is the intent that trash dumpsters will be shared with nearby dumpster account holders. Sanitation services will be provided for Tenants of the Property. In the event that dumpster or trash service becomes required on the Property, the location of such shall conform to the applicable City of Norman Ordinances.
6. **Signage.** Signage for the Property shall comply with Section 402(N), Signage, of the CCFBC, as amended thereafter. Notwithstanding the foregoing, Tenant signage for the commercial unit and building identification signage may be

allowed in similar size and location to those shown on the elevations depicted in **Exhibit D**, attached hereto.

7. **Traffic access and sidewalks.** Access to the Property shall remain as shown on the Site Development Plan. Sidewalks are existing along Main Street. Any damage to existing sidewalks will be replaced prior to a certificate of occupancy.
8. **Lighting.** The project shall comply with the requirements of CCFBC under 402. General Provisions; O. Lighting & Mechanical, as amended thereafter.
9. **Open Space and Landscaping.** The existing Street Tree shall remain. Otherwise, there shall be no Open Space, bike racks, or landscaping required on the Property. This development will utilize the Main Street beautification project, which provided adequate bike racks and Street Trees for the area.
10. **Parking.** As the property was C-3, Intensive Commercial District, at the time of the adoption of the CCFB Code, the Property is exempt from Center City Form Based Code minimum parking requirements. Parking will be provided at the rear of the property as shown on Exhibit B, Site Development Plan. Parking shall be provided in substantial compliance with the Site Development Plan.
11. **Bedrooms.** The residential dwelling units shall have a maximum of three bedrooms per dwelling unit. Bedrooms shall meet the definition enumerated in the CCFBC, as amended from time to time.

C. CCFBC Standards:

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

1. The required minimum ground story clearance height shall be ten (10) feet for the residential portions of the building at the rear of the Property and a minimum of twelve (12) feet for the commercial unit for a minimum of the first 20' depth of the ground story. This is a modification from the CCFBC Urban Storefront requirement of a minimum ground story clearance height of fifteen (15) feet.
2. Exemption from Open Space and Landscaping requirements.
3. Signage, main entrance, and awning allowances as substantially shown on the attached Site Development Plan and Elevations. This is a modification from the required two (2) foot setback from the common lot line for a wall plaque and an allowance for awning signs for the commercial unit.

4. Allow uses as listed in Exhibit C, Allowable Uses. This also allows Commercial Uses not typically allowed on the Ground Story of Urban Storefront Ground Story including Restaurant, Bar, Lounge, or Tavern, Event Space, and Vehicle Sales.

EXHIBIT A

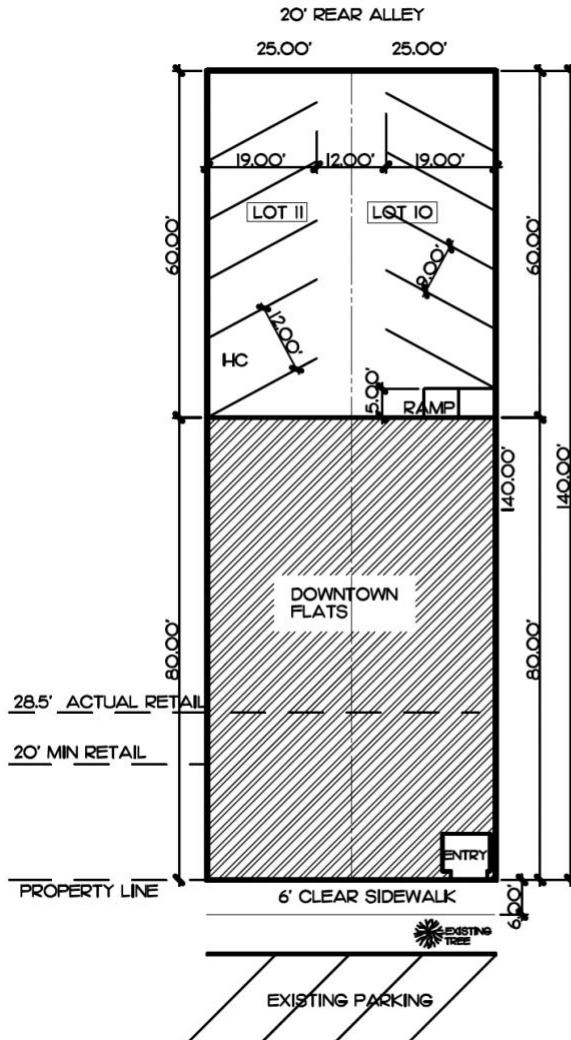
LEGAL DESCRIPTION OF THE PROPERTY

Lots Ten (10) and Eleven (11), in Block Seventy-Two (72) of ORIGINAL TOWN OF NORMAN, Cleveland County, Oklahoma, according to the recorded plat thereof.

EXHIBIT B

PRELIMINARY SITE DEVELOPMENT PLAN

Full Size Document Submitted to City Staff



**LOT 10 & II BLOCK 72
ORIGINAL NORMAN
223 W. MAIN STREET**

**WINDSTONE
CONSTRUCTION**

EXHIBIT C

ALLOWABLE USES

Residential – Rear of Ground Story and Upper Stories Only

- Multi-Family Residential Dwelling Units
- Apartments/Lofts
- Common Areas, Amenity Spaces

Commerce – All Stories, except that the allowable uses for any ground floor units facing Main Street will be limited to retail sales or service, or professional service, as such uses are defined by the CCFBC, and as such definitions may be amended from time to time.

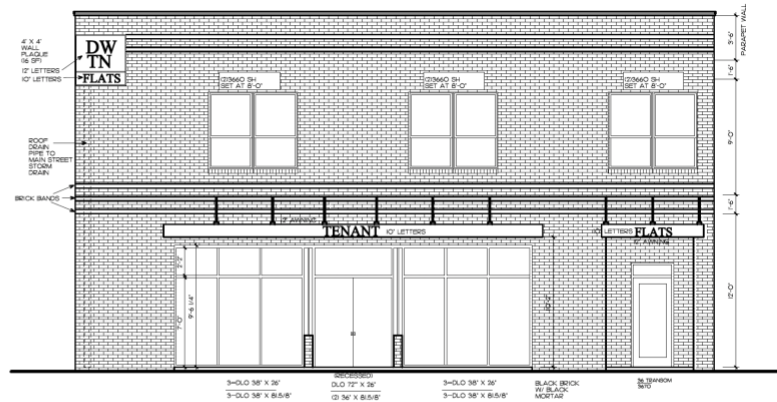
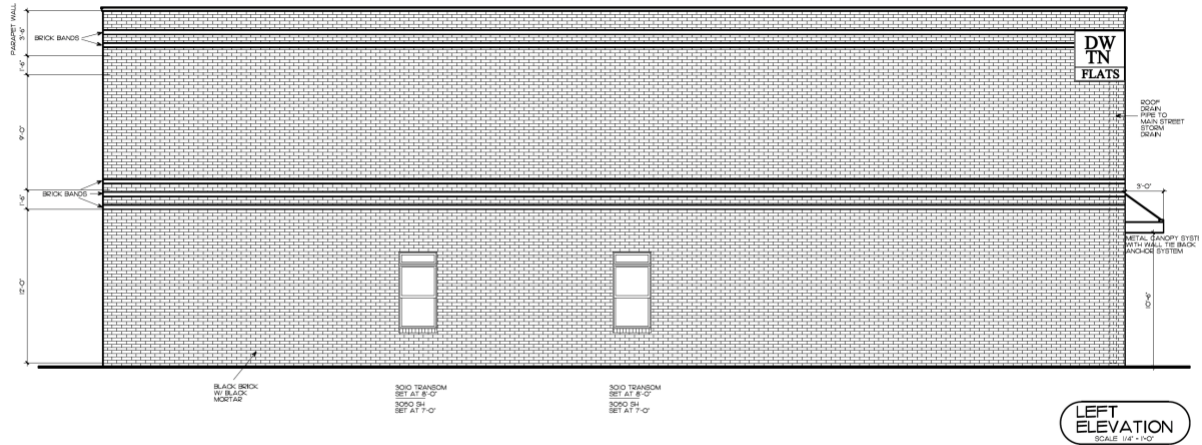
- Office
- Overnight Lodging
- Hotel & Lodging
- Retail Sales & Service
- Restaurant/Bar/Lounge/Tavern
 - Any Bar, Lounge, or Tavern shall be subject to the requirements of CCFBC Section 704.F.1-7.
- Art Studio/Artisanal Manufacturing
- Childcare establishment
- Event Space
- Medical Marijuana Dispensary, as allowed by state law
- Retail Sales and Services
- Vehicle Sales
- Recreation/Entertainment
- Short Term Rentals

Civic – All Stories

- College, community college, university
- Museum, library, auditorium, arena
- Places of worship including church, mosque, synagogue, temple
- Police, fire, EMS station, substation
- Public or private (K-12) school
- Neighborhood arts center, Community Center or similar community facility (public)
- Farmers Market

EXHIBIT D

ELEVATIONS & FRONT ENTRANCE Full Size Document Submitted to City Staff

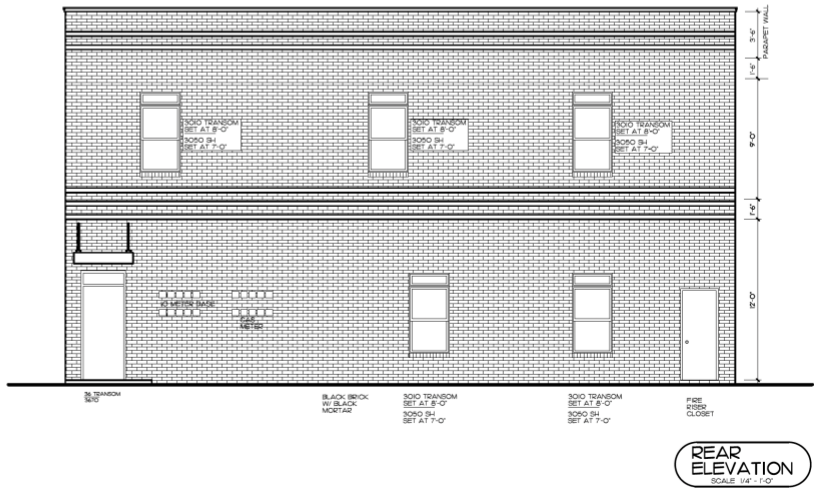
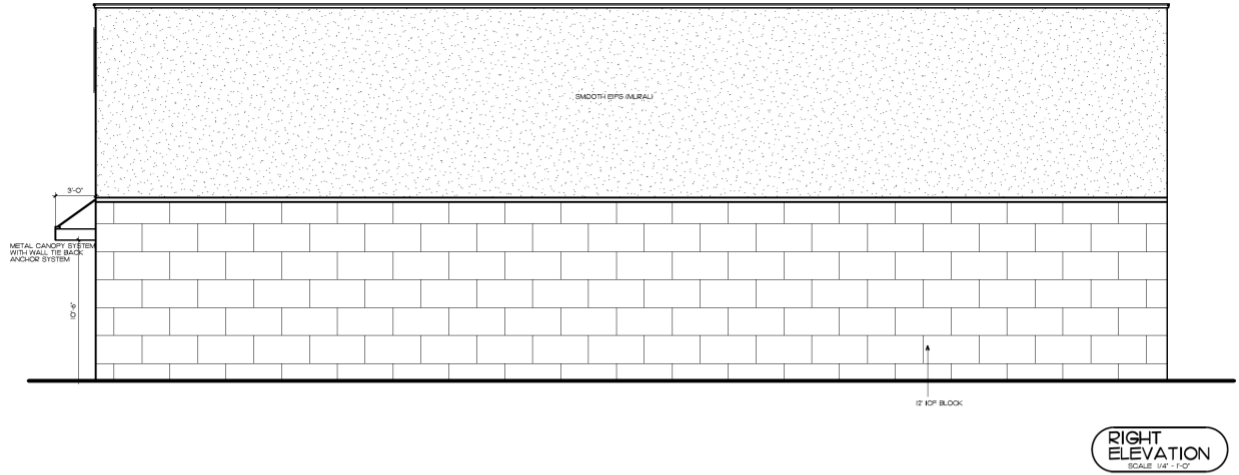


UPPER STORY FENESTRATION

TOTAL AREA 700 SF
WINDOWS & DOORS 133 SF
TOTAL FENESTRATION 20%

GROUND STORY FENESTRATION

TOTAL AREA 615 SF
WINDOWS & DOORS 313 SF
TOTAL FENESTRATION 50%



223 W. Main Street

A Center City Planned Unit Development

Applicants:

GBDENTAL HOLDINGS, LLC & Windstone Construction & Development, LLC

223 W. Main Street

Norman, Oklahoma

Application for:

Center City Planned Unit Development

Submitted March 3, 2025

Revised May 8, 2025

PREPARED BY:

RIEGER SADLER JOYCE LLC

136 Thompson Drive

Norman, Oklahoma 73069

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I. INTRODUCTION

A. **Background and Intent.** This Center City Planned Unit Development (“CCPUD”) is proposed by GBDENTAL HOLDINGS, LLC and Windstone Construction & Development, LLC (collectively, the “**Applicant**”) for the property located at 223 W. Main Street, Norman, Oklahoma, more particularly described on **Exhibit A** (the “**Property**”). The Property contains approximately 0.16 acres. This CCPUD is intended to put forth the parameters for which the Property shall be redeveloped.

A CCPUD is sought here in order to further the goals of the Norman Center City Visions Project and Plan (“Project Plan”). This proposal meets many of the stated goals of the Project Plan, including, but not limited to, utilizing private investment in Center City, capitalizing on the public investment in existing infrastructure around the Property, stabilizing and strengthening the mixed-use commercial district in the area, creating a pedestrian-oriented and multi-modal district, and creating additional housing options on the Property.

This proposed development features a two-story mixed-use building. The Property is planned to contain eight (8) residential dwelling units and one (1) commercial unit on the ground story. As required by CCFBC Urban Storefront, the first 20’ of the proposed building will contain retail sales and service or professional services. Residential units are planned to be 1 to 2 bedroom units, but in no case will there be more than three bedrooms per residential unit. This CCPUD will allow for a cohesive development of mixed-uses and relaxed development and design criteria on the Property in furtherance of the stated goals of the Project Plan that could not otherwise occur under the applicable provisions of the Norman Center City Form-Based Code (“CCFBC”).

B. **Development Team.** The Applicant is Windstone Construction & Development, LLC, who will be the developer of the project, as well as GBDENTAL HOLDINGS, LLC, who is the current owner of the property.

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

- A. **Location.** The Property is situated on West Main Street between North Webster Avenue and North Santa Fe Avenue. The specific location is illustrated on the Site Development Plan, attached hereto as **Exhibit B**.
- B. **Existing Land Use and Zoning.** The Property is located within the Center City Form Based Code (“CCFBC”) District. The Property is currently zoned under a Center City Planned Unit Development (O-1718-13). The Property is currently largely undeveloped and occupied by an outdoor restaurant.
- C. **Elevation and Topography.** The Property is essentially flat with little elevation change throughout the entirety of the development. The Property is covered with pavement and the existing structure with little to no pervious surface.
- D. **Drainage.** The Applicant will meet or exceed the City’s applicable ordinances regarding drainage requirements on the Property.

- E. **Utility Services.** All necessary utilities for this project (including water, sewer, gas, telecommunications, and electric) 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 Owner of the Property where required by building and fire protection codes in the structures.
- G. **Traffic Circulation and Access.** The Property has no curb cut and the only access is from the alley to the north of the Property. No additional curb cut is proposed.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

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

A. Permissible Uses.

The Property will be allowed to contain a mix of residential and commercial uses. The ground story will be allowed commercial and civic uses on the first floor, with residential dwelling units permitted in the rear portion of the first floor and in the upper stories for the building to be constructed on the Property. A list of the allowable uses for the Property is attached hereto as **Exhibit C**. The allowable uses for any ground floor units facing Main Street will comply with Section 404(a) and Section 704(D)(1) of the CCFBC, which respectively limit allowable uses to retail sales or service, or professional service, as such uses are defined by the CCFBC, and as such definitions may be amended from time to time. The remaining rear units on the first floor may be residential dwelling units.

B. Development Criteria.

1. **Siting.** This CCPUD does not seek to modify the applicable Required Build Line established by the CCFBC. Similarly, this CCPUD seeks to incorporate the CCFBC allowance for a maximum 60" offset from the RBL. The RBL as established by the CCFBC for this property is the property line as shown on the Site Development Plan. Where the façade of the building is placed within the offset area, it is considered to be built to the RBL, just as is true under the CCFBC. Parking shall be as shown on the Site Development Plan. The building on the Property will be built to 100% of the RBL. No Street Wall is required on the Property.

2. **Building Height.** The initial development is expected to be a two (2) story building; however, there shall be no maximum number of stories. The required minimum ground story clearance height shall be ten (10) feet for the residential portions of the building at the rear of the Property. The commercial unit shall have a minimum ground story clearance height of twelve (12) feet for a minimum of twenty (20) feet behind the RBL. This is a modification from the minimum ground story clearance height of fifteen (15) feet required in CCFBC Urban Storefront Frontage. Upper stories clear height shall be a minimum of nine (9') feet.
3. **Unit Minimum and Bedroom Maximum.** The Property shall contain a minimum of three residential dwelling units, with no maximum residential dwelling unit requirement. The initial layout for the building contemplates eight (8) residential dwelling units, with three (3) residential dwelling units on the ground floor and the remaining five (5) residential dwelling units on the second floor. The residential dwelling units are planned to be a mix of 1 and 2 bedroom units, but in no case will there be more than three bedrooms per residential dwelling unit
4. **Elements.** The Property shall be built in accordance with the terms of this CCPUD and the exhibits hereto. The Property shall comply with the applicable Elements requirements applicable to Urban Storefront Frontage, pursuant to Section 403 of the CCFBC. The minimum fenestration requirement on the ground story shall be fifty (50%) percent. Minimum fenestration requirement for the upper story shall be twenty (20%) percent. Exterior materials shall comply with the requirements of Section 402 (J), Architectural Materials (exteriors), of the CCFBC. The building may contain awnings that encroach over the sidewalk along Main Street, to the extent permissible by the terms of the CCFBC and applicable city ordinances. Additionally, smooth high impact EIFS may be utilized on the east side of the building as there is potential for a mural or similar artwork in the location shown on the proposed elevations attached as **Exhibit D**.
5. **Sanitation.** It is the intent that trash dumpsters will be shared with nearby dumpster account holders. Sanitation services will be provided for Tenants of the Property. In the event that dumpster or trash service becomes required on the Property, the location of such shall conform to the applicable City of Norman Ordinances.
6. **Signage.** Signage for the Property shall comply with Section 402(N), Signage, of the CCFBC, as amended thereafter. Notwithstanding the foregoing, Tenant signage for the commercial unit and building identification signage may be

allowed in similar size and location to those shown on the elevations depicted in **Exhibit D**, attached hereto.

7. **Traffic access and sidewalks.** Access to the Property shall remain as shown on the Site Development Plan. Sidewalks are existing along Main Street. Any damage to existing sidewalks will be replaced prior to a certificate of occupancy.
8. **Lighting.** The project shall comply with the requirements of CCFBC under 402. General Provisions; O. Lighting & Mechanical, as amended thereafter.
9. **Open Space and Landscaping.** The existing Street Tree shall remain. Otherwise, there shall be no Open Space, bike racks, or landscaping required on the Property. This development will utilize the Main Street beautification project, which provided adequate bike racks and Street Trees for the area.
10. **Parking.** As the property was C-3, Intensive Commercial District, at the time of the adoption of the CCFB Code, the Property is exempt from Center City Form Based Code minimum parking requirements. Parking will be provided at the rear of the property as shown on Exhibit B, Site Development Plan. Parking shall be provided in substantial compliance with the Site Development Plan.
11. **Bedrooms.** The residential dwelling units shall have a maximum of three bedrooms per dwelling unit. Bedrooms shall meet the definition enumerated in the CCFBC, as amended from time to time.

C. CCFBC Standards:

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

1. The required minimum ground story clearance height shall be ten (10) feet for the residential portions of the building at the rear of the Property and a minimum of twelve (12) feet for the commercial unit for a minimum of the first 20' depth of the ground story. This is a modification from the CCFBC Urban Storefront requirement of a minimum ground story clearance height of fifteen (15) feet.
2. Exemption from Open Space and Landscaping requirements.
3. Signage, main entrance, and awning allowances as substantially shown on the attached Site Development Plan and Elevations. This is a modification from the required two (2) foot setback from the common lot line for a wall plaque and an allowance for awning signs for the commercial unit.

4. Allow uses as listed in Exhibit C, Allowable Uses. This also allows Commercial Uses not typically allowed on the Ground Story of Urban Storefront Ground Story including Restaurant, Bar, Lounge, or Tavern, Event Space, and Vehicle Sales.

EXHIBIT A

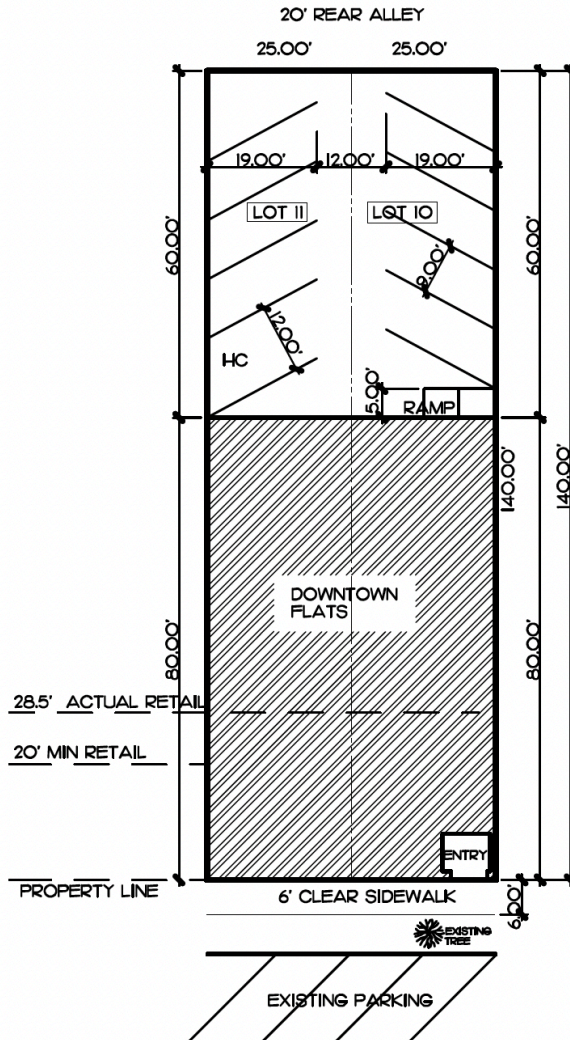
LEGAL DESCRIPTION OF THE PROPERTY

Lots Ten (10) and Eleven (11), in Block Seventy-Two (72) of ORIGINAL TOWN OF NORMAN, Cleveland County, Oklahoma, according to the recorded plat thereof.

EXHIBIT B

PRELIMINARY SITE DEVELOPMENT PLAN

Full Size Document Submitted to City Staff



**LOT 10 & II BLOCK 72
ORIGINAL NORMAN
223 W. MAIN STREET**

**WINDSTONE
CONSTRUCTION**

EXHIBIT C

ALLOWABLE USES

Residential – Rear of Ground Story and Upper Stories Only

- Multi-Family Residential Dwelling Units
- Apartments/Lofts
- Common Areas, Amenity Spaces

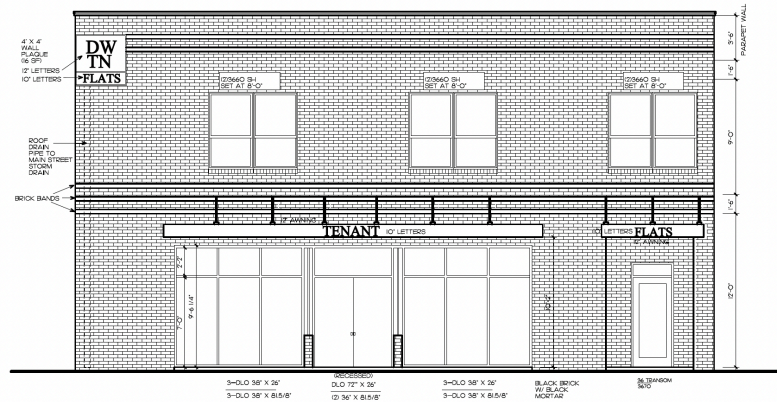
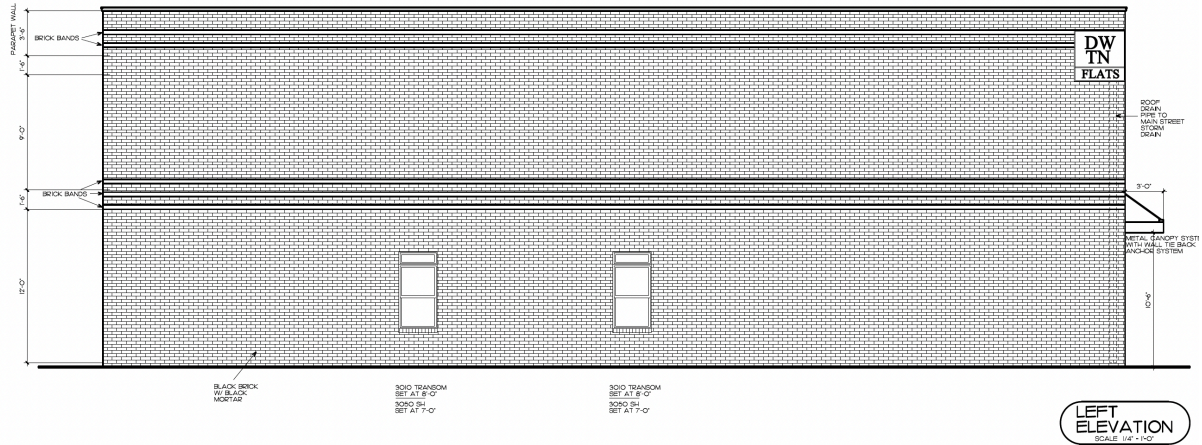
Commerce – All Stories, except that the allowable uses for any ground floor units facing Main Street will be limited to retail sales or service, or professional service, as such uses are defined by the CCFBC, and as such definitions may be amended from time to time.

- Office
- Overnight Lodging
- Hotel & Lodging
- Retail Sales & Service
- Restaurant/Bar/Lounge/Tavern
 - Any Bar, Lounge, or Tavern shall be subject to the requirements of CCFBC Section 704.F.1-7.
- Art Studio/Artisanal Manufacturing
- Childcare establishment
- Event Space
- Medical Marijuana Dispensary, as allowed by state law
- Retail Sales and Services
- Vehicle Sales
- Recreation/Entertainment
- Short Term Rentals

Civic – All Stories

- College, community college, university
- Museum, library, auditorium, arena
- Places of worship including church, mosque, synagogue, temple
- Police, fire, EMS station, substation
- Public or private (K-12) school
- Neighborhood arts center, Community Center or similar community facility (public)
- Farmers Market

EXHIBIT D
ELEVATIONS & FRONT ENTRANCE
Full Size Document Submitted to City Staff

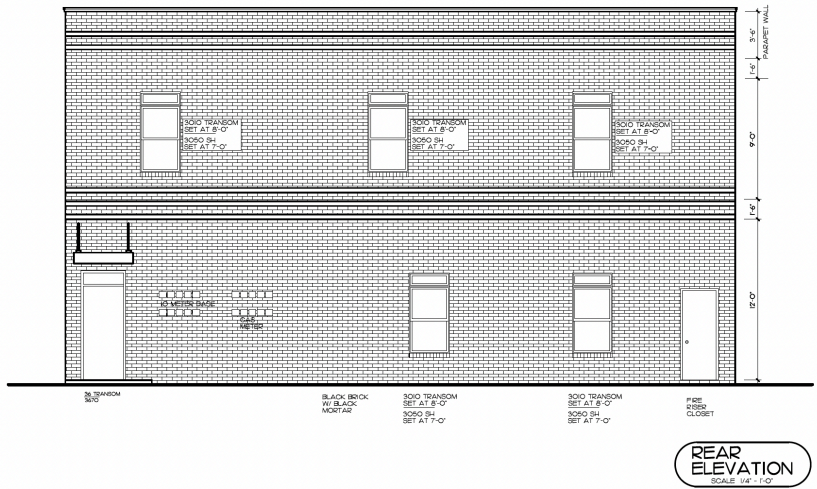
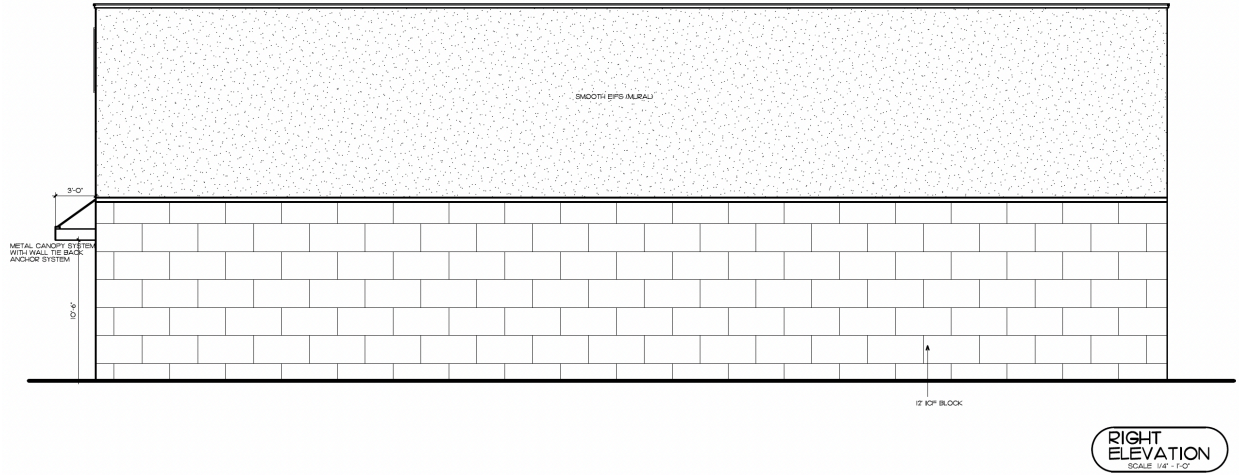


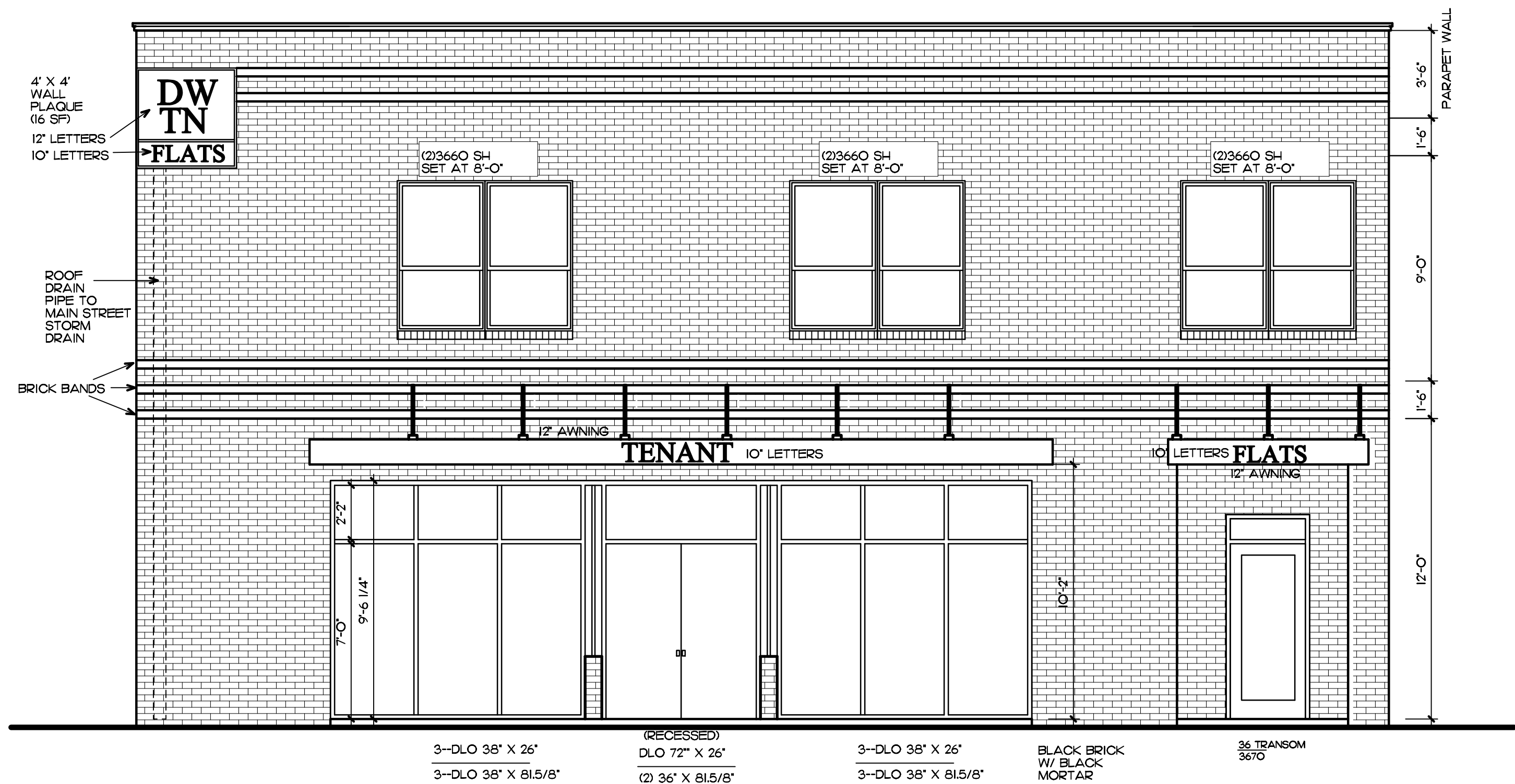
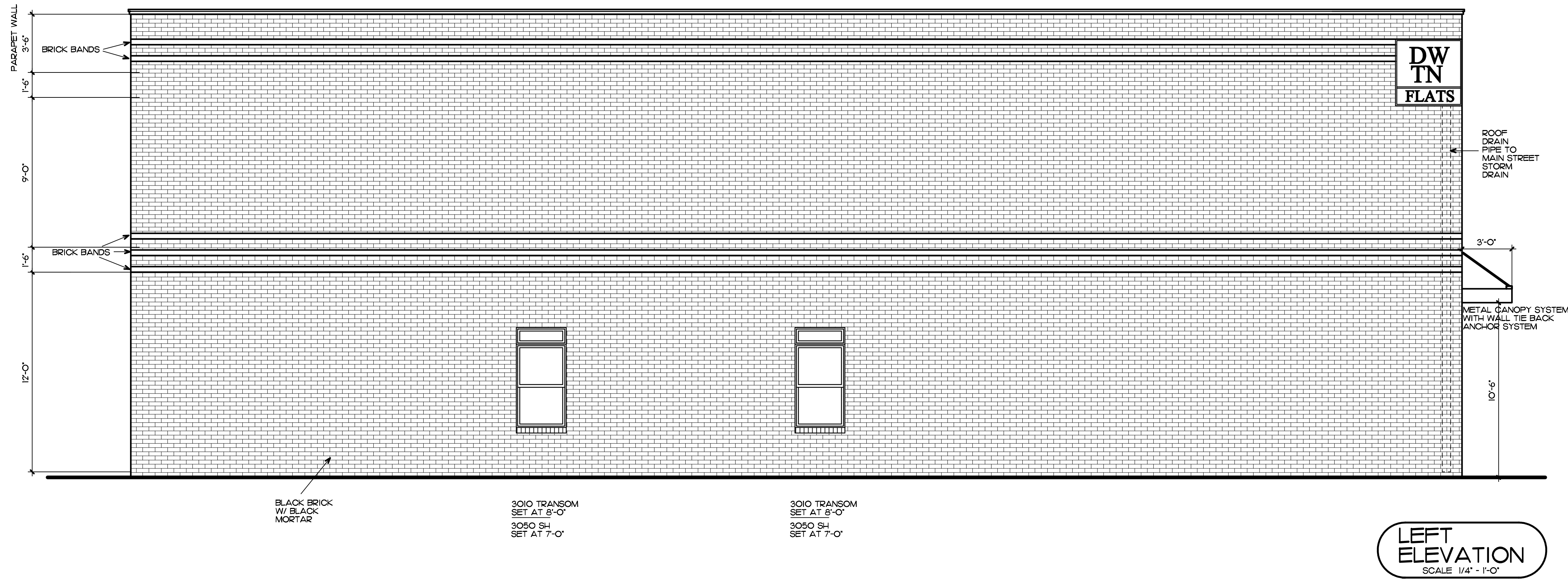
UPPER STORY FENESTRATION

TOTAL AREA 700 SF
 WINDOWS & DOORS 133 SF
 TOTAL FENESTRATION 20%

GROUND STORY FENESTRATION

TOTAL AREA 615 SF
 WINDOWS & DOORS 313 SF
 TOTAL FENESTRATION 50%





UPPER STORY FENESTRATION

TOTAL AREA 700 SF
WINDOWS & DOORS 133 SF

TOTAL FENESTRATION 20%

GROUND STORY FENESTRATION

TOTAL AREA 615 SF
WINDOWS & DOORS 313 SF

TOTAL FENESTRATION 50%

25-550

THESE PLANS ARE THE PROPERTY OF JAY HOLMAN DESIGN AND DRAFTING, LLC AND ARE PROTECTED UNDER COMMON LAW AND/OR COPYRIGHT. NO PART OF THESE PLANS MAY BE REPRODUCED, COPIED, OR USED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF JAY HOLMAN DESIGN AND DRAFTING, LLC. HEREBY GRANTS A LICENSE FOR A ONE TIME USE OF THIS PLAN.

VERIFY ALL CONDITIONS AND DIMENSIONS AT THE JOB SITE AND REPORT THE DESIGNER OF ANY DISCREPANCIES BEFORE BEGINNING OR FABRICATING ANY WORK. DO NOT SCALE THESE DRAWINGS. 5/5/2025

Windstone
Construction

DW TN FLATS
LOT 10 & 11
223 W. MAIN
NORMAN, OK

JAY HOLMAN
DESIGN AND DRAFTING
517 LIBERTY LANE SUITE 150
EDMOND OKLAHOMA 405.715.1932

FLAT # 1
611 SF

FLAT # 2
957 SF

FLAT # 3
618 SF

FLAT # 4
664 SF

FLAT # 5
622 SF

FLAT # 6
650 SF

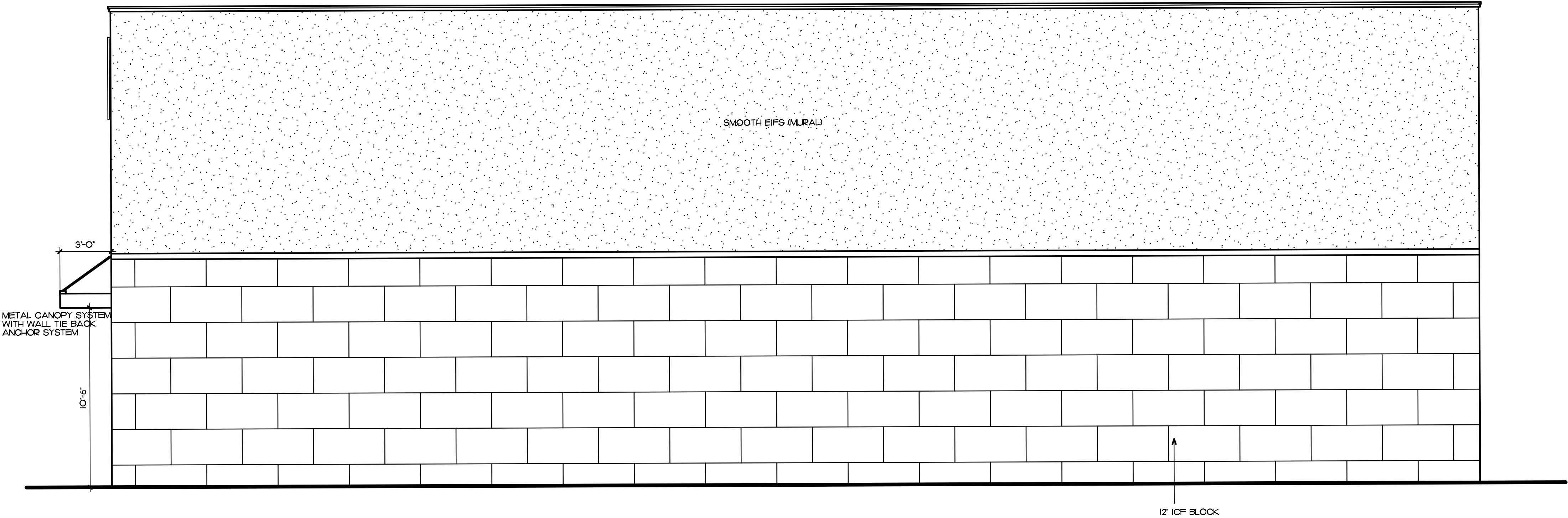
FLAT # 7
735 SF

FLAT # 8
1030 SF

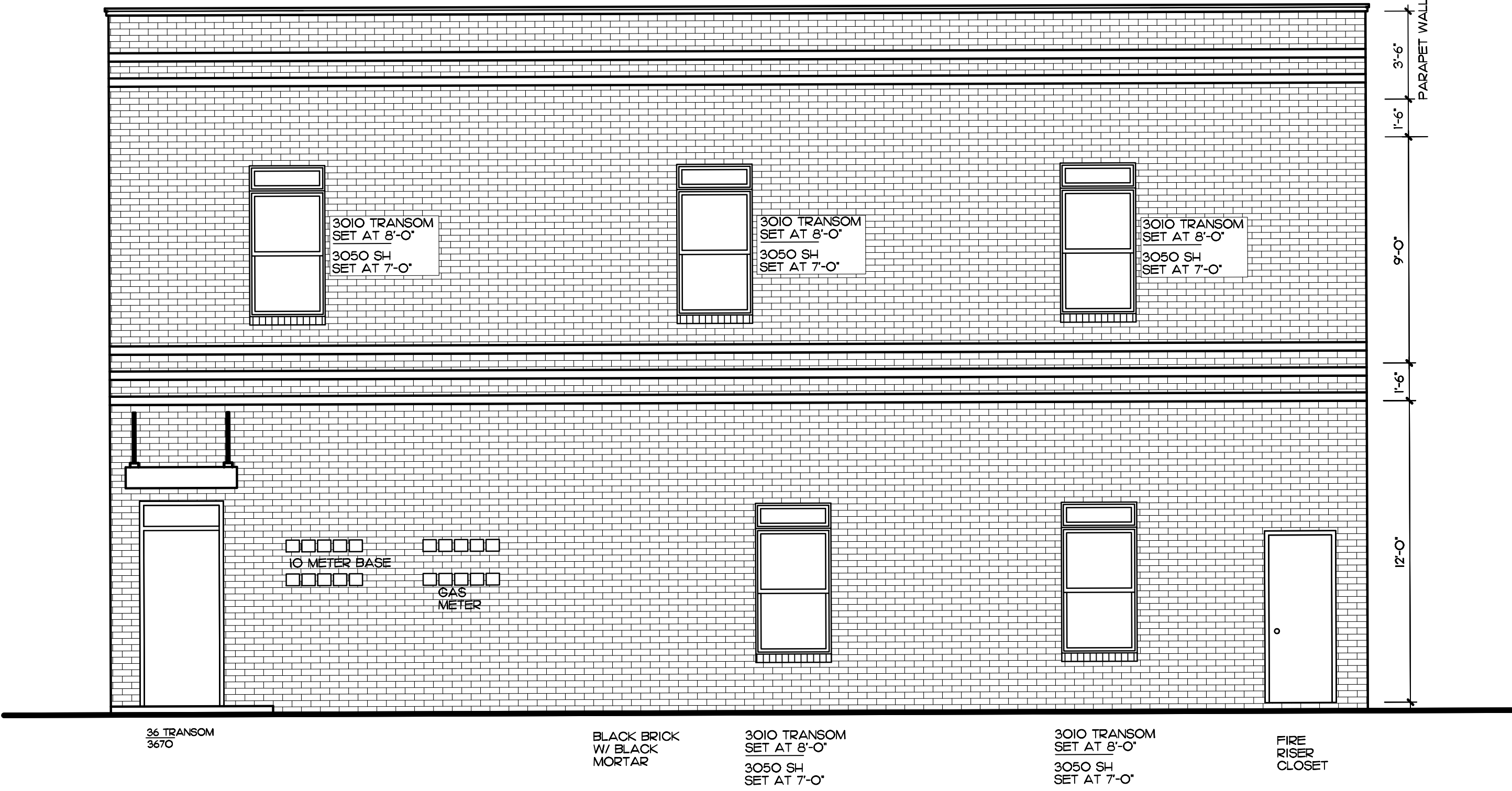
COMMON HALL
680 SF

RETAIL SPACE
1154 SF

TOTAL VENEER
7721 SF



RIGHT
ELEVATION
SCALE 1/4" = 1'-0"



REAR
ELEVATION
SCALE 1/4" = 1'-0"

25-550

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Application for:

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Submitted March 3, 2025

Revised April 3, 2025

PREPARED BY:

RIEGER SADLER JOYCE LLC

136 Thompson Drive

Norman, Oklahoma 73069

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EXHIBITS

- A. Legal Description of the Property
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- D. Elevations

I. INTRODUCTION

A. **Background and Intent.** This Center City Planned Unit Development (“CCPUD”) is proposed by GBDENTAL HOLDINGS, LLC and Windstone Construction & Development, LLC (collectively, the “**Applicant**”) for the property located at 223 W. Main Street, Norman, Oklahoma, more particularly described on **Exhibit A** (the “**Property**”). The Property contains approximately 0.16 acres. This CCPUD is intended to put forth the parameters for which the Property shall be redeveloped.

A CCPUD is sought here in order to further the goals of the Norman Center City Visions Project and Plan (“Project Plan”). This proposal meets many of the stated goals of the Project Plan, including, but not limited to, utilizing private investment in Center City, capitalizing on the public investment in existing infrastructure around the Property, stabilizing and strengthening the mixed-use commercial district in the area, creating a pedestrian-oriented and multi-modal district, and creating additional housing options on the Property.

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- A. **Location.** The Property is situated on West Main Street between North Webster Avenue and North Santa Fe Avenue. The specific location is illustrated on the Site Development Plan, attached hereto as **Exhibit B**.
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- F. **Fire Protection Services.** Fire protection services will be provided by the City of Norman Fire Department and by the Owner of the Property where required by building and fire protection codes in the structures.
- G. **Traffic Circulation and Access.** The Property has no curb cut and the only access is from the alley to the north of the Property. No additional curb cut is proposed.

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

A. Permissible Uses.

The Property will be allowed to contain a mix of residential and commercial uses. The ground story will be allowed commercial and civic uses on the first floor, with residential dwelling units permitted in the rear portion of the first floor and in the upper stories for the building to be constructed on the Property. A list of the allowable uses for the Property is attached hereto as **Exhibit C**. The allowable uses for any ground floor units facing Main Street will comply with Section 404(a) and Section 704(D)(1) of the CCFBC, which respectively limit allowable uses to retail sales or service, or professional service, as such uses are defined by the CCFBC, and as such definitions may be amended from time to time. The remaining rear units on the first floor may be residential dwelling units.

B. Development Criteria.

1. **Siting.** This CCPUD does not seek to modify the applicable Required Build Line established by the CCFBC. Similarly, this CCPUD seeks to incorporate the CCFBC allowance for a maximum of 2' offset from the RBL. The RBL as established by the CCFBC for this property is the property line as shown on the Site Development Plan. Where the façade of the building is placed within the 2' offset area, it is considered to be built to the RBL, just as is true under the CCFBC. Parking shall be as shown on the Site Development Plan. The building on the Property will be built to 100% of the RBL. No Street Wall is required on the Property.

2. **Building Height.** The initial development is expected to be a two (2) story building; however, there shall be no maximum number of stories. The required minimum ground story clearance height shall be ten (10) feet for the residential portions of the building at the rear of the Property. The commercial unit shall have a minimum ground story clearance height of twelve (12) feet for a minimum of twenty (20) feet behind the RBL. This is a modification from the minimum ground story clearance height of fifteen (15) feet required in CCFBC Urban Storefront Frontage. Upper stories clear height shall be a minimum of nine (9') feet.
3. **Unit Minimum and Bedroom Maximum.** The Property shall contain a minimum of three residential dwelling units, with no maximum residential dwelling unit requirement. The initial layout for the building contemplates eight (8) residential dwelling units, with three (3) residential dwelling units on the ground floor and the remaining five (5) residential dwelling units on the second floor. The residential dwelling units are planned to be a mix of 1 and 2 bedroom units, but in no case will there be more than three bedrooms per residential dwelling unit
4. **Elements.** The Property shall be built in accordance with the terms of this CCPUD and the exhibits hereto. The Property shall comply with the applicable Elements requirements applicable to Urban Storefront Frontage, pursuant to Section 403 of the CCFBC, except that the minimum fenestration requirement on the ground story shall be forty (40%) percent. Minimum fenestration requirement for the upper story shall be twenty (20%) percent. Exterior materials shall comply with the requirements of Section 402 (J), Architectural Materials (exteriors), of the CCFBC. The building may contain awnings that encroach over the sidewalk along Main Street, to the extent permissible by the terms of the CCFBC and applicable city ordinances.
5. **Sanitation.** It is the intent that trash dumpsters will be shared with nearby dumpster account holders. Sanitation services will be provided for Tenants of the Property. In the event that dumpster or trash service becomes required on the Property, the location of such shall conform to the applicable City of Norman Ordinances.
6. **Signage.** Signage for the Property shall comply with Section 402(N), Signage, of the CCFBC, as amended thereafter. Notwithstanding the foregoing, Tenant signage for the commercial unit and building identification signage may be allowed in similar size and location to those shown on the elevations depicted in **Exhibit D**, attached hereto.

- 7. Traffic access and sidewalks.** Access to the Property shall remain as shown on the Site Development Plan. Sidewalks are existing along Main Street. Any damage to existing sidewalks will be replaced prior to a certificate of occupancy.
- 8. Lighting.** The project shall comply with the requirements of CCFBC under 402. General Provisions; O. Lighting & Mechanical, as amended thereafter.
- 9. Open Space and Landscaping.** The existing Street Tree shall remain. Otherwise, there shall be no Open Space, bike racks, or landscaping required on the Property. This development will utilize the Main Street beautification project, which provided adequate bike racks and Street Trees for the area.
- 10. Parking.** As the property was C-3, Intensive Commercial District, at the time of the adoption of the CCFB Code, the Property is exempt from Center City Form Based Code minimum parking requirements. Parking will be provided at the rear of the property as shown on Exhibit B, Site Development Plan. Parking shall be provided in substantial compliance with the Site Development Plan.
- 11. Bedrooms.** The residential dwelling units shall have a maximum of three bedrooms per dwelling unit. Bedrooms shall meet the definition enumerated in the CCFBC, as amended from time to time.

C. CCFBC Standards:

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

1. The required minimum ground story clearance height shall be ten (10) feet for the residential portions of the building at the rear of the Property and a minimum of twelve (12) feet for the commercial unit for a minimum of the first 20' depth of the ground story. This is a modification from the CCFBC Urban Storefront requirement of a minimum ground story clearance height of fifteen (15) feet.
2. Exemption from Open Space and Landscaping requirements.
3. Signage and awning allowances as substantially shown on the attached Site Development Plan and Elevations. This is a modification from the required two (2) foot setback from the common lot line for a wall plaque and an allowance for awning signs for the commercial unit.
4. Allow uses as listed in Exhibit C, Allowable Uses. This also allows Commercial Uses not typically allowed on the Ground Story of Urban Storefront Ground

Story including Restaurant, Bar, Lounge, or Tavern, Event Space, and Vehicle Sales.

5. Reduction from the minimum fenestration requirement for the ground story from fifty (50%) percent to forty (40%) percent, in accordance with the elevations attached hereto.

EXHIBIT A

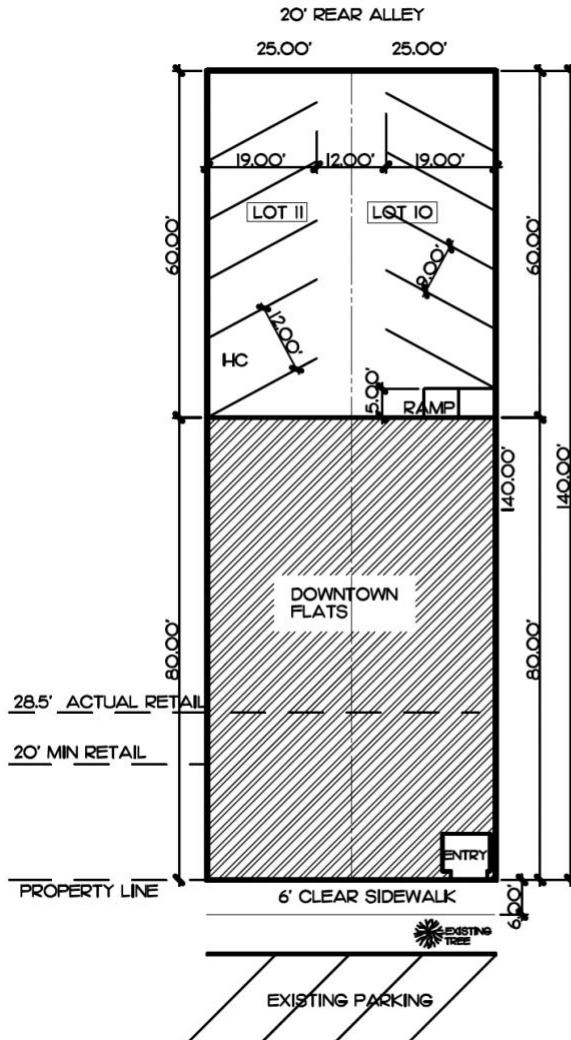
LEGAL DESCRIPTION OF THE PROPERTY

Lots Ten (10) and Eleven (11), in Block Seventy-Two (72) of ORIGINAL TOWN OF NORMAN, Cleveland County, Oklahoma, according to the recorded plat thereof.

EXHIBIT B

PRELIMINARY SITE DEVELOPMENT PLAN

Full Size Document Submitted to City Staff



**LOT 10 & II BLOCK 72
ORIGINAL NORMAN
223 W. MAIN STREET**

**WINDSTONE
CONSTRUCTION**

EXHIBIT C

ALLOWABLE USES

Residential – Rear of Ground Story and Upper Stories Only

- Multi-Family Residential Dwelling Units
- Apartments/Lofts
- Common Areas, Amenity Spaces

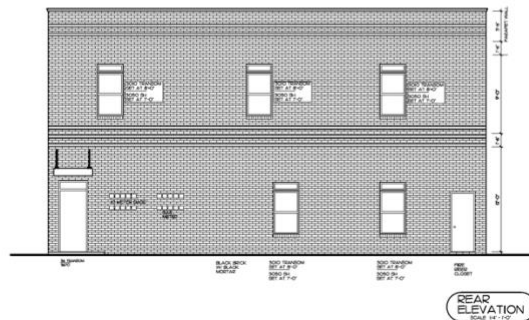
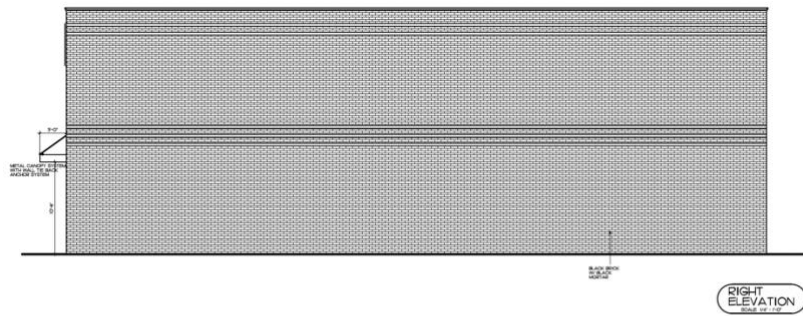
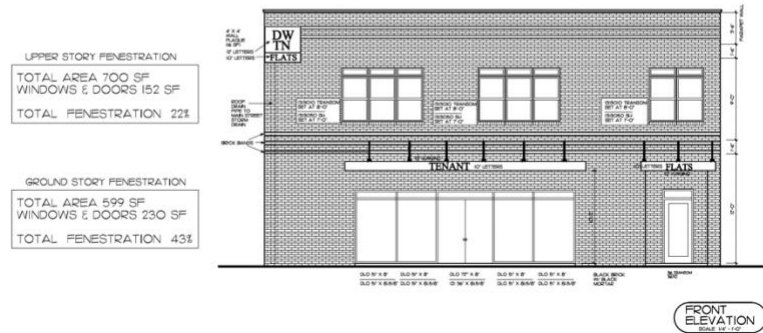
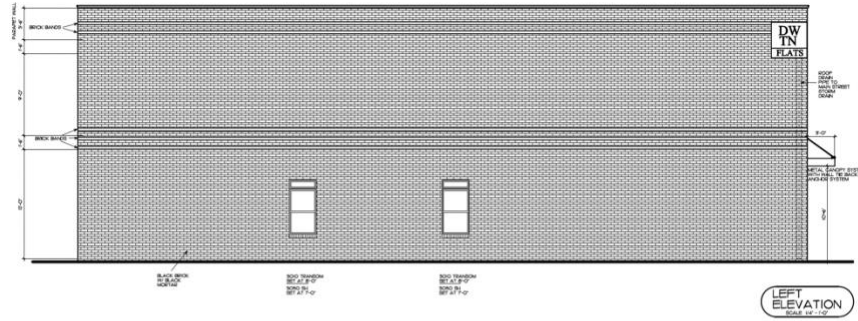
Commerce – All Stories, except that the allowable uses for any ground floor units facing Main Street will be limited to retail sales or service, or professional service, as such uses are defined by the CCFBC, and as such definitions may be amended from time to time.

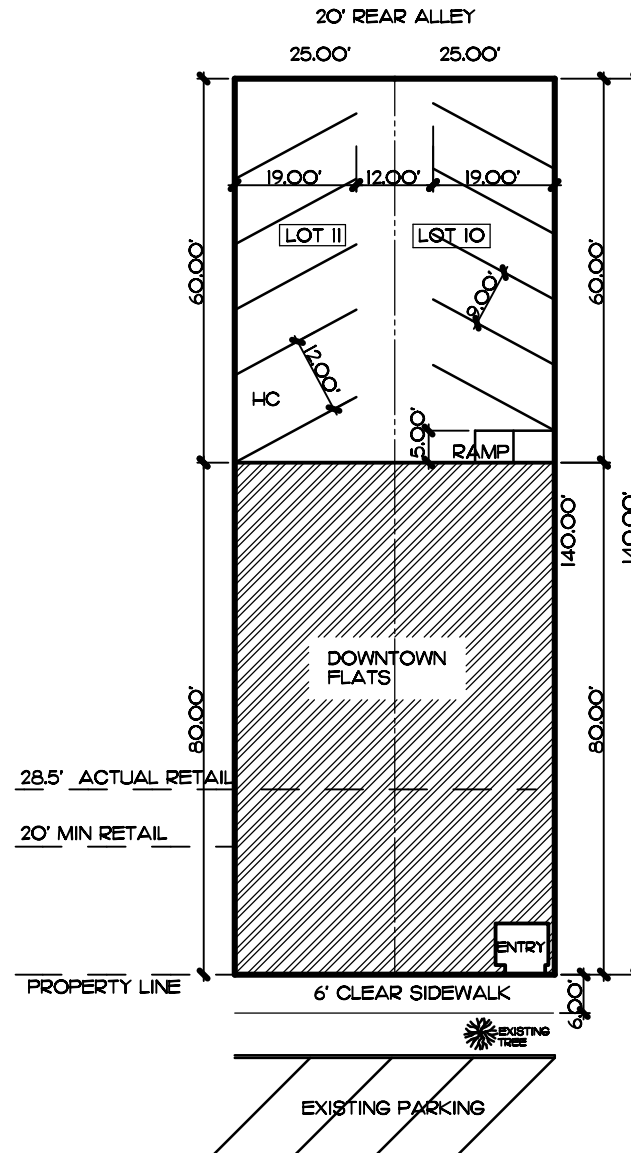
- Office
- Overnight Lodging
- Hotel & Lodging
- Retail Sales & Service
- Restaurant/Bar/Lounge/Tavern
 - Any Bar, Lounge, or Tavern shall be subject to the requirements of CCFBC Section 704.F.1-7.
- Art Studio/Artisanal Manufacturing
- Childcare establishment
- Event Space
- Medical Marijuana Dispensary, as allowed by state law
- Retail Sales and Services
- Vehicle Sales
- Recreation/Entertainment
- Short Term Rentals

Civic – All Stories

- College, community college, university
- Museum, library, auditorium, arena
- Places of worship including church, mosque, synagogue, temple
- Police, fire, EMS station, substation
- Public or private (K-12) school
- Neighborhood arts center, Community Center or similar community facility (public)
- Farmers Market

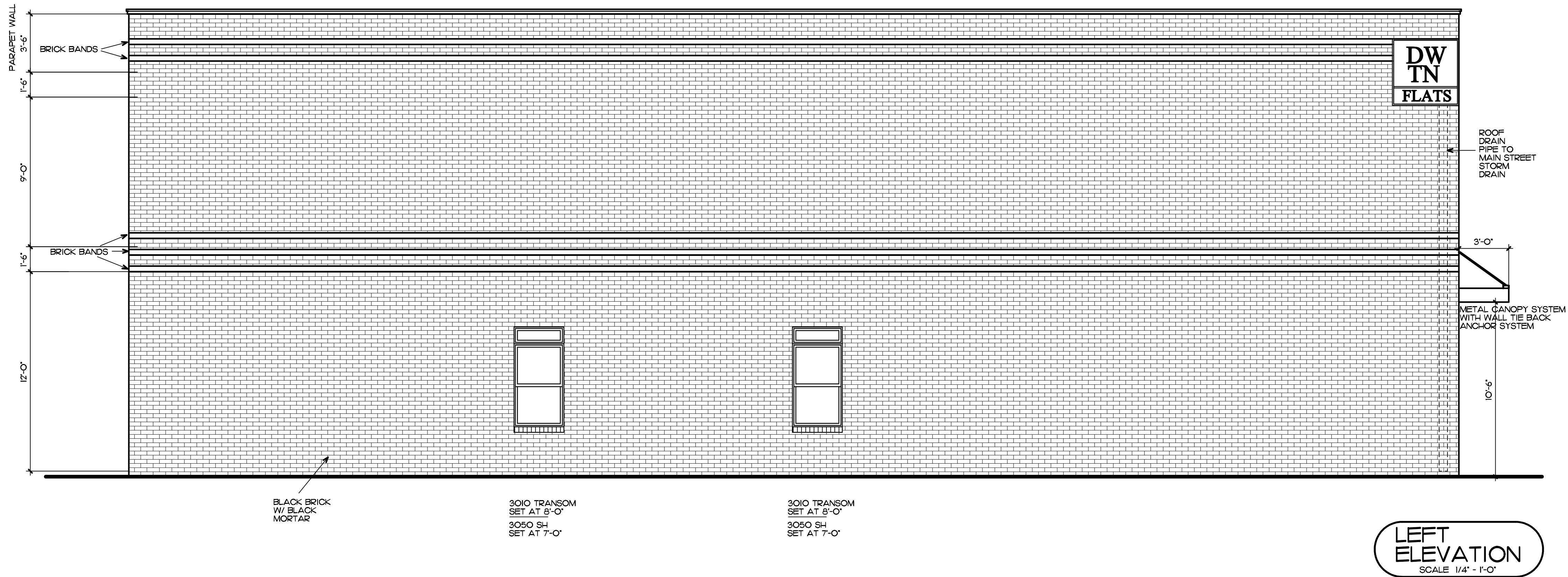
EXHIBIT D
ELEVATIONS
Full Size Document Submitted to City Staff





**LOT IO & II BLOCK 72
ORIGINAL NORMAN
223 W. MAIN STREET**

**WINDSTONE
CONSTRUCTION**



UPPER STORY FENESTRATION

TOTAL AREA 700 SF

WINDOWS & DOORS 152 SF

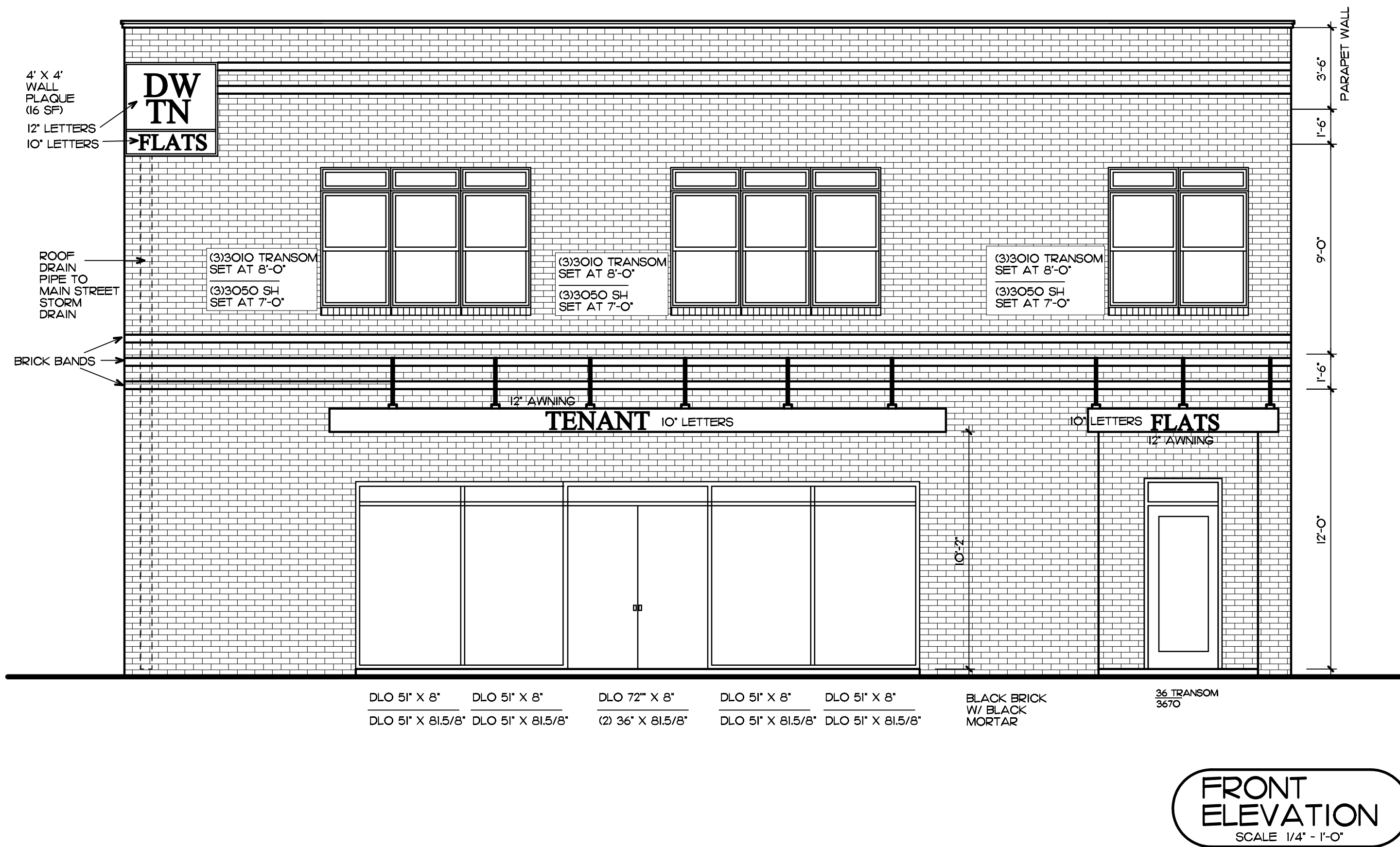
TOTAL FENESTRATION 22%

GROUND STORY FENESTRATION

TOTAL AREA 599 SF

WINDOWS & DOORS 230 SF

TOTAL FENESTRATION 43%



25-550

THESE PLANS ARE THE PROPERTY OF JAY HOLMAN DESIGN AND DRAFTING. NO PART OF THESE PLANS ARE TO BE REPRODUCED, COPIED, OR USED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF JAY HOLMAN DESIGN AND DRAFTING. JAY HOLMAN DESIGN AND DRAFTING, LLC HEREBY GRANTS A LICENSE FOR A ONE TIME USE OF THIS PLAN.

VERIFY ALL CONDITIONS AND DIMENSIONS AT THE JOB SITE AND NOTIFY THE DESIGNER OF ANY DIMENSIONAL ERRORS, OMISSIONS OR DISCREPANCIES BEFORE BEGINNING OR FABRICATING ANY WORK. DO NOT SCALE THESE DRAWINGS. 4/2/2025

Windstone

Construction

DW TN FLATS

LOT 10 & 11

223 W. MAIN

NORMAN, OK

JAY HOLMAN

DESIGN AND DRAFTING

517 LIBERTY LANE SUITE 150

EDMOND OKLAHOMA 405.715.1932

FLAT # 1

618 SF

FLAT # 2

963 SF

FLAT # 3

630 SF

FLAT # 4

664 SF

FLAT # 5

622 SF

FLAT # 6

675 SF

FLAT # 7

727 SF

FLAT # 8

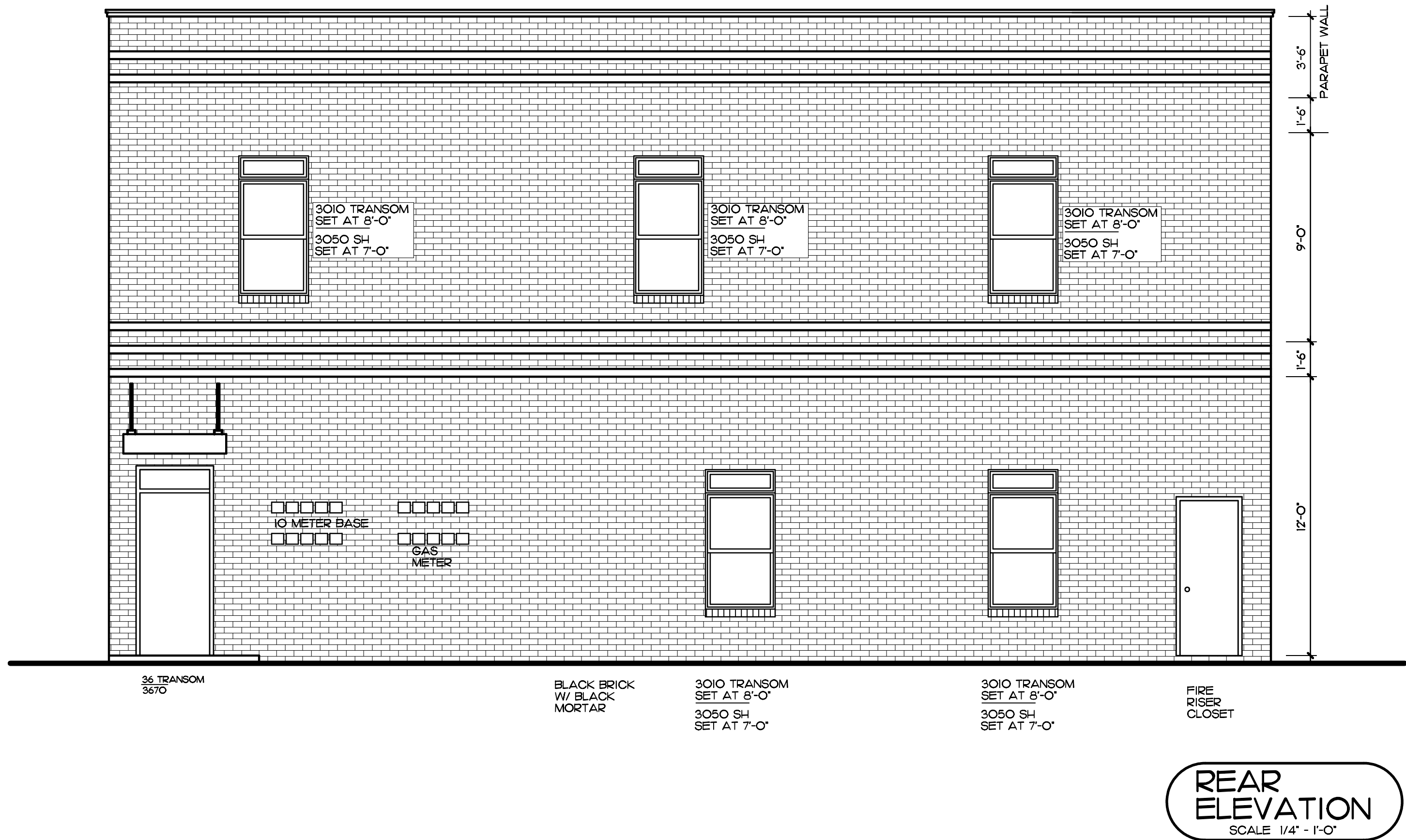
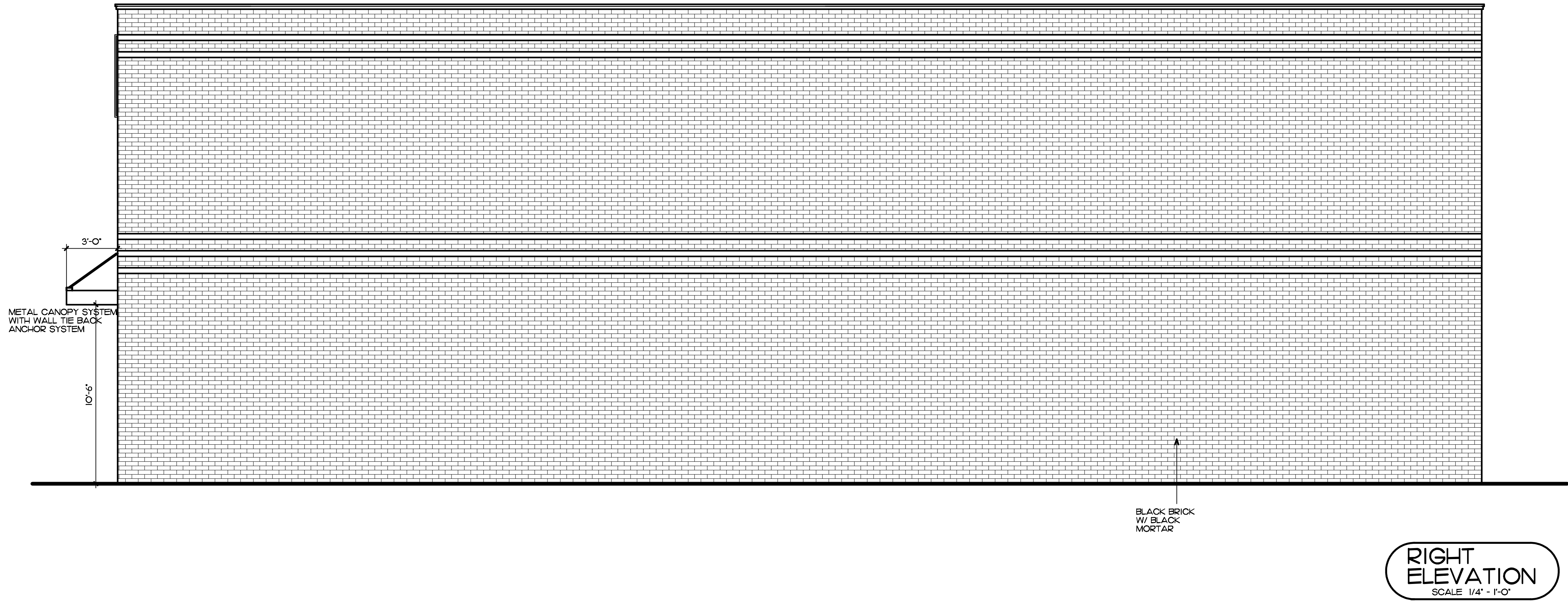
1030 SF

RETAIL SPACE

1170 SF

TOTAL VENEER

5833 SF



25-550

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Windstone
Construction

DWTN FLATS
LOT 10 & 11
223 W. MAIN
NORMAN, OK

JAY HOLMAN
DESIGN AND DRAFTING
517 LIBERTY LANE SUITE 150
EDMOND OKLAHOMA 405.715.1932

FLAT # 1 618 SF
FLAT # 2 963 SF
FLAT # 3 630 SF
FLAT # 4 664 SF
FLAT # 5 622 SF
FLAT # 6 675 SF
FLAT # 7 727 SF
FLAT # 8 1030 SF
RETAIL SPACE 1170 SF
TOTAL VENEER 5833 SF



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/10/2025

REQUESTER: GBDENTAL HOLDINGS, LLC

PRESENTER: Anais Starr, Planner II

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-33: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF CHAPTER 36 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS 10-11, BLOCK 72 OF NORMAN OLD TOWN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (223 W MAIN ST)

APPLICANT/REPRESENTATIVE	GBDENTAL HOLDINGS, LLC/Rieger Sadler Joyce LLC
LOCATION	223 W Main Street
WARD	4
CORE AREA	Yes
REQUESTED ACTION	Rezoning to a new Center City Planned Unit Development
LAND USE PLAN DESIGNATION	Commercial
GROWTH AREA DESIGNATION	Current Urban Service Area

BACKGROUND: The applicant requests a new Center City Planned Unit Development (CCPUD) for two lots located at 223 W Main Street to allow the development of a mixed-use building, as outlined in Appendix B of the Center City Form-Based Code (CCFBC).

The proposal for this site is to construct a 4,000 square feet, two-story, mixed-use commercial and residential building, as illustrated in Exhibit B, Site Development Plan. The CCPUD proposes retail sales and services/professional services on the ground floor in the front twenty

feet (20') of the building with three residential dwelling units in the rear. In addition to the three (3) residential dwelling units on the first floor, the proposal includes five (5) residential units on the second floor. The proposed residential units will be one and two bedrooms. The current CCFBC exempts property zoned C-3, Intensive Commercial District, at the time of adoption of the CCFBC, from parking requirements. However, with this CCPUD, the applicant proposes eight (8) angled parking spaces located off the alleyway, behind the required Parking Setback Line. There is existing angled public parking in front of the building along Main Street. At grade open space will be provided as indicated on Exhibit B, Site Development Plan.

The proposed two-story structure will comply with the existing Required Build Line along the front property line. The Parking Setback Line will remain as shown on the CCFBC Regulating Plan.

PROCEDURAL REQUIREMENTS:

PRE-DEVELOPMENT: A Pre-Development meeting is not required for this application.

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

ZONING ORDINANCE CITATION:

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

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

Specifically, the purposes of this section are to:

1. Provide an alternative zoning district to the CCFBC where a property owner proposes a development that does not meet the strict regulations required in the CCFBC.
2. Provide open space/street space that is compatible with the concepts of the CCFBC.
3. Provide comprehensive and innovative planning and design for a development which is consistent and compatible with surrounding developments.
4. Provide more efficient and economic use of land resulting in an urban/ pedestrian environment.
5. Provide complete and useful information which will enable the Planning Commission and City Council to make more informed decisions on land use.
6. Encourage developments that achieve community goals, such as, but not limited to, aging in place, or affordable housing, or other emerging trends in housing, that may not be able to meet all the required elements of the Center City Form Based Code.

STAFF ANALYSIS: The applicant requests a new CCPUD for this site to construct a mixed-use building on two lots addressed as 223 W Main Street. The applicant will comply with most of the CCFBC requirements. However, due to the desired design of the structure and its

location in the urbanized Downtown, the applicant is requesting the following modifications to the CCFBC, as follows:

1. Allow the use of signage as shown on Exhibit D, Elevations Section of the CCPUD, including the additional wall on the west side of the structure and the allowance of a front façade awning sign.
2. Allow exemption from required Landscaping and Open Space, preserving the streetscape found on Main Street.
3. Requesting a twelve feet (12') Clear Height for the commercial portion of the Ground Story, a reduction from the CCFBC required fifteen feet (15') Clear Height.
4. Allow uses as listed in Exhibit C, Allowable Uses. This also allows Commercial Uses not typically allowed on the Ground Story of Urban Storefront: Restaurant, Bar, Lounge, or Tavern, Event Space, and Vehicle Sales.
5. Reduce the fenestration requirement for the Ground Story to 40% from the required minimum of 50%.

USE: Commercial, civic and residential uses are allowed for the rear portion of the first floor and the second floor. Retail sales and service and professional services will be permitted in the front twenty feet (20') of the building as required by the CCFBC Urban Storefront Frontage.

PARKING: Under the CCFBC, property that was zoned C-3, Intensive Commercial District at the time of adoption of the CCFBC, does not have to meet CCFBC parking requirements. However, the applicant plans to provide eight (8) parking spaces behind the building, off the alleyway, in compliance with the Parking Setback Line. Existing public art bike racks exist along Main Street and therefore, the applicant will not supply any additional bike racks.

LANDSCAPING: This site was previously developed under a CCPUD and utilized as an entertainment open space for that CCPUD. Due to its location in Norman's central business district, this CCPUD Narrative calls for an exemption to the Open Space and Landscaping requirements, as indicated in Exhibit B, Site Development Plan. Street trees exist as a result of the City's Streetscape project and meet the street tree requirements of the CCFBC. No further street trees are required.

SIGNAGE: The CCPUD states signage shall comply with 402. General Provisions, Section M of the CCFBC, except for the allowances proposed for the placement of a wall plaque on the west side of the building and an awning sign on the first floor façade, as illustrated in Exhibit D, Elevations section of the CCPUD.

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

SANITATION/UTILITIES: The applicant will share a dumpster with neighboring account holders to service the property's sanitation needs.

FENCING/WALLS: Since the proposed structure will occupy the entire Required Building Line, there is no requirement for a Street Wall. The CCPUD Development Site Plan does not propose any other fencing or walls on the property.

PARKS: Andrews Park, located at 201 W Daws Street, is approximately two blocks north of the Property.

ALTERNATIVES/ISSUES:

IMPACTS: The proposed development will not have open space or landscaping at grade, as seen with much of the urbanized downtown area. Since the building is required to be set at the property line, there is no opportunity for landscaping in the front, which is typical for the buildings along Main Street. The lack of open space and landscaping at grade on the property will not impact this development or the surrounding district.

The proposed structure meets the stated goal of the CCFBC District by creating a pedestrian-oriented mixed-use building. The addition of ground-floor retail space and professional services will complement the existing uses found in Downtown Norman, while the addition of residential units promotes the stated goals of the CCFBC by expanding housing opportunities.

The request to lower the Clear Height from fifteen feet (15') to ten feet (10') is driven by construction materials and will match the Ground Story Clear Height of the existing structure located to the west at 227 W Main Street.

As noted in the above Parking section, under the current Code, the site does not require parking spaces. However, the development proposes eight (8) parking spaces off the alleyway, which will help minimize any impact to parking on Main Street.

The signage requested proposes modifications from the 402 General Provisions, Section M. Signage. The CCPUD provides signage similar to that already found in Downtown Norman and will be suitable for the pedestrian-friendly streetscape.

As noted in the Staff Analysis portion of this report, the applicant requests to reduce the minimum required Ground Story fenestration from 50% to 40%. One of the stated CCFBC Purposes is to create a pedestrian-oriented development dependent upon three factors: density, diversity of uses, and design, with emphasis on design. In this case, Urban Storefront Frontage, the current designation on the CCFBC Regulating Plan in Downtown Norman, requires a minimum of 50% Ground Story fenestrations and allows up to 90% fenestration on the Ground Story, to create pedestrian-friendly retail spaces.

The proposed redevelopment for these lots meets the goal of the CCFBC to increase mixed-use redevelopment with housing opportunities. The proposed reduction in Ground Story fenestration by 10% is a minimal change and should not impact the pedestrian-friendly aspect of this building, the overall design meets many of the design elements found in the urban feel of Downtown while providing desired housing in the urban core.

OTHER AGENCY COMMENTS:

FIRE DEPARTMENT AND BUILDING PERMIT REVIEW: 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. For details, view the City of

Norman Ordinances and adopted 2018 ICC codes as amended by OUBCC, including IFC Appendices B, C, and D.

PUBLIC WORKS/ENGINEERING: The subject property is platted as part of Norman Old Town.

TRAFFIC ENGINEER: No traffic issues or impacts are anticipated. The proposed parking behind the building has a twelve foot (12') drive aisle, which is a narrow drive aisle width for vehicles to back out to the alleyway.

UTILITIES:

Water: Existing water services not proposed to be used must be abandoned at the main and existing material information must be provided to the Utilities Department.

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

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

CONCLUSION: Staff forwards this request for a new Center City Planned Unit Development and Ordinance O-2425-33 to the Planning Commission for consideration and a recommendation to the City Council.

223 W. Main Street CCPUD

3. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-33: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF CHAPTER 36 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS 10-11, BLOCK 72 OF NORMAN OLD TOWN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (223 W MAIN ST)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Location Map
3. CCPUD Narrative
4. Site Plan
5. Elevation Drawings

Staff Presentation

Anais Starr, Planner II, presented the staff report.

Commissioner Jablonski inquired about the 15' clear height requirement. Ms. Starr explained the requirement has been in the CCFBC since it was adopted.

Commissioner Brewer asked if this met the minimum depth requirement. Ms. Starr explained there is only a depth requirement for retail, which is a 20' minimum.

Applicant Presentation

Gunner Joyce, Representative of Applicant, presented the proposed item.

Mr. Joyce explained they are requesting 43% fenestration instead of the 50% fenestration requirement to separate commercial from residential.

Commissioner Brewer explained the fenestration requirement is important to Core Norman and does not feel wayfinding is a reason to request 43% fenestration.

Public Comment

There were no public comments.

Motion by Commissioner Brewer to recommend approval of Ordinance O-2425-33 with the 50% fenestration requirement met; **Second** by Commissioner Jablonski.

***The motion passed with a vote of 7-1. Commissioner McDaniel voting again.
Commissioner Bird recused.***

File Attachments for Item:

10. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-34 UPON FIRST READING BY TITLE:
AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF CHAPTER 36 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS 12-14, BLOCK 72 OF NORMAN OLD TOWN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (227 W MAIN ST)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/18/2025

REQUESTER: GBDENTAL HOLDINGS, LLC

PRESENTER: Jane Hudson, Planning & Community Development District

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-34 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF CHAPTER 36 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS 12-14, BLOCK 72 OF NORMAN OLD TOWN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (227 W MAIN ST)

APPLICANT/REPRESENTATIVE	GBDENTAL HOLDINGS, LLC/Rieger Sadler Joyce LLC
LOCATION	227 W Main Street
WARD	4
CORE AREA	Yes
REQUESTED ACTION	Amendment of a Center City Planned Unit Development
LAND USE PLAN DESIGNATION	Commercial
GROWTH AREA DESIGNATION	Current Urban Service Area

BACKGROUND: The applicant requests to amend the existing Center City Planned Unit Development (CCPUD) for 227 W Main Street to allow revisions to the existing CCPUD Site Development Plan.

The subject property at 227 West Main Street currently contains an office building and part of the food truck park. The proposed CCPUD amendment removes the eastern two lots and replaces the remaining food truck park area with parking, as illustrated in the submitted Exhibit

C, Site Development Plan. The CCPUD Narrative proposes a modification from the Center City Form-Based Code (CCFBC) by permitting the proposed parking to extend in front of the CCFBC Parking Setback Line. The remaining elements of the CCPUD will stay as proposed in the original CCPUD.

PROCEDURAL REQUIREMENTS:

PRE-DEVELOPMENT: A Pre-Development meeting is not required for this application.

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

ZONING ORDINANCE CITATION:

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

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

Specifically, the purposes of this section are to:

1. Provide an alternative zoning district to the CCFBC where a property owner proposes a development that does not meet the strict regulations required in the CCFBC.
2. Provide open space/street space that is compatible with the concepts of the CCFBC.
3. Provide comprehensive and innovative planning and design for a development which is consistent and compatible with surrounding developments.
4. Provide more efficient and economic use of land resulting in an urban/pedestrian environment.
5. Provide complete and useful information which will enable the Planning Commission and City Council to make more informed decisions on land use.
6. Encourage developments that achieve community goals, such as, but not limited to, aging in place, or affordable housing, or other emerging trends in housing, that may not be able to meet all the required elements of the Center City Form-Based Code

STAFF ANALYSIS:

The applicant's amended CCPUD Narrative and Site Development Plan removes two eastern lots and replaces the portion of the food truck park with parking on the east side of the existing structure. The proposed parking will contain seven (7) parking spaces accessed from the alleyway as illustrated in Exhibit C, Site Development Plan. Since this site was previously developed, the applicant will not be providing additional landscaping. Open Space is provided at the ground level and rooftop as indicated on Exhibit C, Site Development Plan.

The amendments to the CCPUD Site Development Plan are as follows:

- Remove Lots 10 and 11 from the existing CCPUD.
- Allow for parking as illustrated in Exhibit C, Site Development Plan. The parking will be permitted to extend over the Parking Setback Line.

- Allow Landscaping and Open Space as depicted in Exhibit C, Site Development Plan.
- Retain the existing screening fence along the Required Build Line while providing an opening for pedestrian access on the east side of the structure.

USE: The CCPUD narrative retains the property's existing use of dental offices while adding additional parking to the east side of the building. The existing structure meets the requested decrease in Clear Height for the Ground Story from fifteen (15') to twelve (12') allowed in the original CCPUD Narrative.

PARKING: Under the existing CCFBC, properties zoned C-3, Intensive Commercial District at the time of the adoption of the CCFBC, are not required to meet parking requirements. The Site Development Plan proposes seven (7) additional parking spaces east of the existing building that extends in front of CCFBC Parking Setback Line, with the existing screening in place in front of the parking area.

LANDSCAPING: The revised Site Development Plan does not propose additional landscaping for the existing Property. Open Space is provided at grade and on the existing roof deck, as indicated in Exhibit C, Site Development Plan.

SIGNAGE: Signage was installed at the time of construction of the existing building for this site. No additional signage is requested with this amendment. Any future signage shall comply with 402. General Provisions, Section M of the CCFBC, as outlined in the CCPUD Narrative.

LIGHTING: The project shall comply with the lighting requirements found in the CCFBC under 402. General Provisions, Section N. Lighting & Mechanical, as outlined in the CCPUD Narrative.

SANITATION/UTILITIES: As shown on the Site Development Plan Exhibit C, the existing dumpster located off the alleyway will continue to serve the property's sanitation needs.

FENCING/WALLS: The existing fence along the Required Build Line on the front property line will remain. No additional fencing is proposed.

PARKS: Andrews Park, located at 201 W Daws Street, is approximately two blocks north of the Property.

ALTERNATIVES/ISSUES:

IMPACTS: This CCPUD application retains the existing structure and use while allowing two lots to be removed from the original CCPUD and developed separately for mixed commercial and residential under its own CCPUD. The proposed replacement of the food truck park with parking provides additional parking to meet the dentist office customer needs. The request to maintain the existing open space, landscaping, and screening fence along the front property line will preserve the current appearance of this property.

The parking spaces are proposed to be perpendicular except for one angled accessible parking spot at the south end. This configuration could cause potential conflicts for vehicles exiting the parking.

OTHER AGENCY COMMENTS:

FIRE DEPARTMENT AND BUILDING PERMIT REVIEW: Additional information would be required to determine fire hydrant and fire lane requirements related to the proposed buildings. These items will be addressed during individual building permitting. For details, view the City of Norman Ordinances and adopted 2018 ICC codes as amended by OUBCC including IFC Appendices B, C, and D.

PUBLIC WORKS/ENGINEERING: The subject property is platted as part of Norman Old Town.

TRAFFIC ENGINEER: There are conflicts between the perpendicular space and the angled handicap-accessible parking space for the proposed parking east of the existing building. The proposed configuration could cause collisions as vehicles attempt to exit the parking spaces.

UTILITIES:

Water: Existing water services not proposed to be used must be abandoned at the main and existing material information must be provided to the Utilities Department.

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

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

CONCLUSION: Staff forwards this request for an amendment to the Center City Planned Unit Development and Ordinance O-2425-34 for consideration by City Council.

PLANNING COMMISSION RESULTS: At their meeting of April 10, 2025, the Planning Commission recommended approval of Ordinance O-2425-34 by a vote of 8-0.

O-2425-34

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF CHAPTER 36 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS 12 – 14, BLOCK 72 OF NORMAN OLD TOWN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (227 W. MAIN ST.)

- § 1. WHEREAS, GBDENTAL HOLDINGS, LLC , the owners of the hereinafter described property, have made application to have the subject property removed from the CCPUD, Center City Planned Unit Development District, and placed in the CCPUD, Center City 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 April 10, 2025 as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such rezoning; and
- § 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

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

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

Lots 12 – 14, Block 72 of Norman Old Town, according to the recorded plat thereof

Containing 0.24 acres, more or less.

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

- a. The site shall be developed in accordance with the CCPUD Narrative and the Site Development Plan, and supporting documentation, which are made a part hereof.

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

ADOPTED this _____ day of _____, 2025.

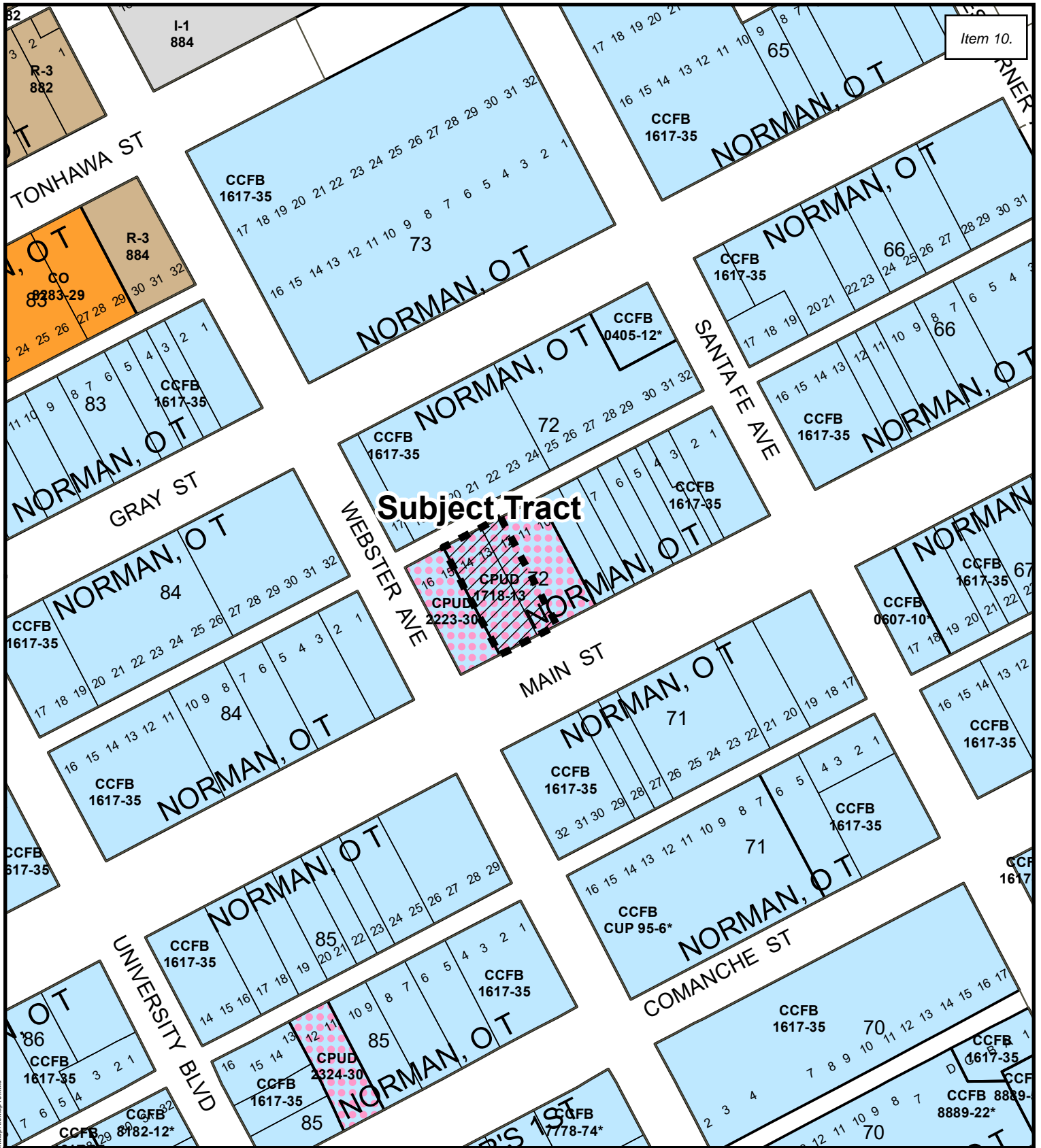
NOT ADOPTED this _____ day of _____, 2025.

(Mayor)

(Mayor)

ATTEST:

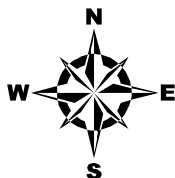
(City Clerk)



Location Map



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



March 7, 2025

0 75 150 Ft.



Subject Tract



Zoning

227 W. Main Street

Norman, Oklahoma

GBDENTAL HOLDINGS, LLC

DR. GABRIEL BIRD

Developer

A CENTER CITY PLANNED UNIT DEVELOPMENT
APPLICATION FOR REZONING

Submitted: March 3, 2025

Revised: March 28, 2025

PREPARED BY:
RIEGER SADLER JOYCE LLC
136 Thompson Drive
Norman, Oklahoma 73069

TABLE OF CONTENTS

I. INTRODUCTION

Background and Intent

II. PROPERTY DESCRIPTION/EXISTING PROPERTY CONDITIONS

- A. Location
- B. Existing Land Use and Zoning
- C. Elevation and Topography
- D. Utility Services
- E. Fire Protection Services
- F. Traffic Circulation and Access

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

- A. Commercial Uses
- B. Open Space/Landscaping
- C. Traffic Access, Circulation, Sidewalks
- D. Exterior Lighting
- E. Sanitation
- F. Signage

EXHIBITS

- A. Proposed Site Development Plan
- B. View of Pedestrian Access Area
- C. Location of Existing Dumpster

I. INTRODUCTION

This Center City Planned Unit Development (the “**CCPUD**”) is being submitted for the development of the 227 West Main Street property (the “Property” or “Addition”). The Property is on the north side of West Main Street near the intersection of West Main Street and North Webster Avenue. The legal description is Norman Old Town, Lots 12 – 14, Block 72.

This site was originally rezoned to the existing CCPUD in order to dramatically transform the Property into a leading example of Center City revitalization. The Applicant, Dr. Gabriel Bird, proudly brought the first Center City PUD, which was a spark for a new era of development and variety of uses to the downtown setting.

The Applicant developed the existing office building which is the home of the applicant’s dental office. Now, the applicant is selling Lots 10 and 11, Block 72 of Norman Old Town to a local developer for a separate project. The purpose of this CCPUD is to amend the existing CCPUD to reflect the conveyance of the two lots and update the site plan.

PROPERTY DESCRIPTIONS; EXISTING CONDITIONS

A. Location

The Property is located at 227 West Main Street. The Property is on the north side of West Main Street near the intersection of West Main Street and North Webster Avenue. The legal description is Norman Old Town, Lots 12-14, Block 72.

B. Existing Land Use and Zoning

The Property is currently zoned CCPUD. This CCPUD, originally approved on 11/28/2017, recognized and incorporated the original Building Form Standard, Urban Storefront or as thereafter amended, except to the extent that the original CCPUD requested alterations as specifically outlined therein. The only changes sought in the 2017CCPUD from the CCFBC was for the floor-to-floor height be changed from 15 feet to 12 feet at the Main Street frontage, and to allow fencing materials to be varied from the masonry requirement. By this CCPUD, the additional changes requested are to reduce the parking setback along Main Street to twenty (20') from the required 30' indicated on the CCFBC Regulating Plan and the allowance of pedestrian access along the Required Build Line instead of a Street Wall.

The 2025 Plan provides for Commercial uses, and that is in keeping with the Dentist Office being the primary use of the Property.

C. Elevation and Topography

The existing Property is improved and built. The improvements were installed many decades ago. No changes are planned or intended to the topography, elevation, or drainage.

D. Utility Services/ Public Works

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

E. Fire Protection Services

Fire protection services are as provided by the City of Norman Fire Department and per the City of Norman regulations for such.

F. Traffic Circulation and Access

The existing site is bounded on its frontage by West Main Street, and along its rear by the public alley. Access for pedestrians is planned along the West Main Street

streetscape. Vehicle access is planned along the public alley running behind the Property.

II. DEVELOPMENT PLAN AND DESIGN CONCEPT

A. Permitted Uses

1. CCFBC Urban Storefront Designation.

The Property is currently zoned CCPUD, incorporating the Urban Storefront BFS as thereafter amended with the following changes:

- a. “The minimum GROUND STORY **floor to floor** height is **12 feet, as measured from finish floor of ground floor to finish floor of second floor.**”
- b. Part 8, Definitions, Street Wall is changed to: Street Wall. A ~~masonry~~ wall **or visual barrier comprised of materials that provide a general barrier from passage but that may allow views into the site, such as but not limited to, mesh, cedar horizontal boards with spaces, etc., which shall be** set on the required building line which assists in the definition of the street-space in the absence of a building. See the building form standards for height and gate specifications.” No Street Wall is required in the area of the existing pedestrian access area, as shown on **EXHIBIT B**, attached hereto.
- c. The parking setback along the Property’s Main Street frontage shall be reduced to twenty (20’) feet.

The proposed Site Development Plan is as shown on the attached **EXHIBIT A**, which shows the complete buildout of the Property.

No change in Allowable Uses is requested.

B. Open space / Landscaping

Since the Property is already developed and contains useable rooftop/balcony space, the existing Open Space, as shown in Exhibit A, shall be adequate for the development and no additional Open Space or landscaping is required. The existing Open Space areas are impervious and may remain the same.

C. Traffic access/circulation/sidewalks

The Property will provide additional parking for patients and workers along the eastern property line as shown in Exhibit A, in addition to the existing parking located at the rear of the site. The existing fencing line will be used to screen the new parking area, with a pedestrian walkway to remain in the existing location to

allow for pedestrian access from the new parking area to the front entrance of the building. The site will be accessed by pedestrians along the West Main Street streetscape.

D. Exterior Lighting.

All lighting will comply with the Norman Center City Form-Based Code (CCFBC) Section N. Lighting & Mechanical Standards.

E. Sanitation

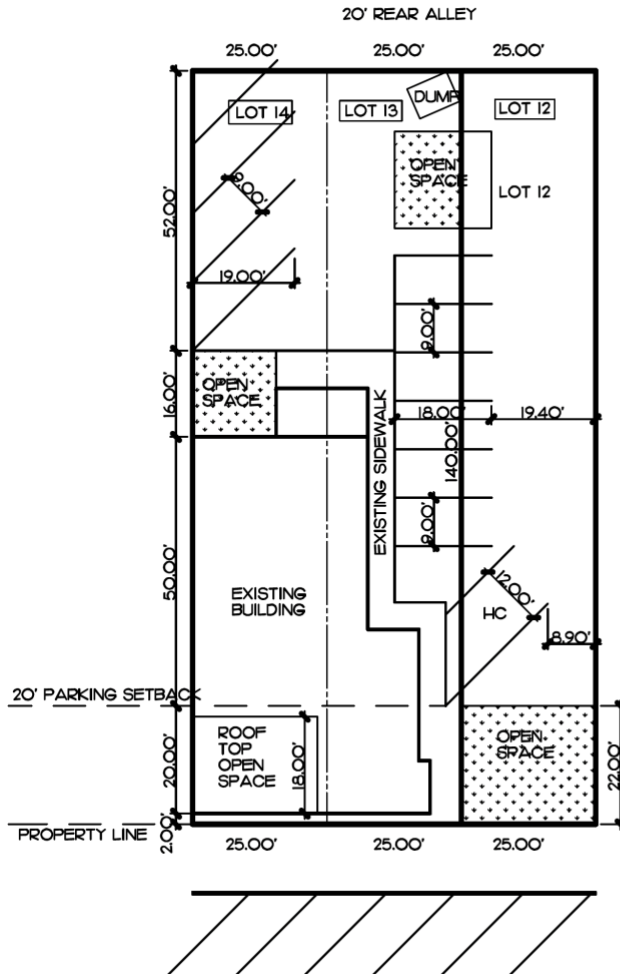
Sanitation will continue be provided via the existing dumpster located off the alleyway, as shown on **EXHIBIT C**.

F. Signage

All new signage will comply with the CCFBC, Section M. Signage, as amended from time to time.

EXHIBIT A

Site Development Plan



EXISTING



NORTH

SCALE 1" = 30'-0"

**LOT 12 -- 14 BLOCK 72
ORIGINAL NORMAN
227 W. MAIN STREET**

**WINDSTONE
CONSTRUCTION**

Exhibit B

Street View of Existing Pedestrian Access Area

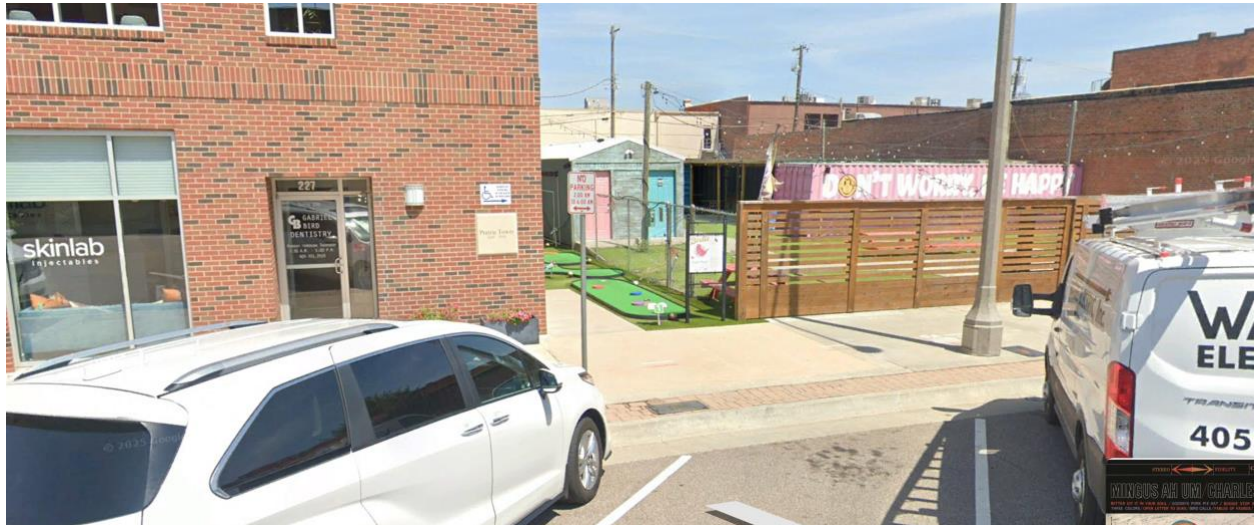
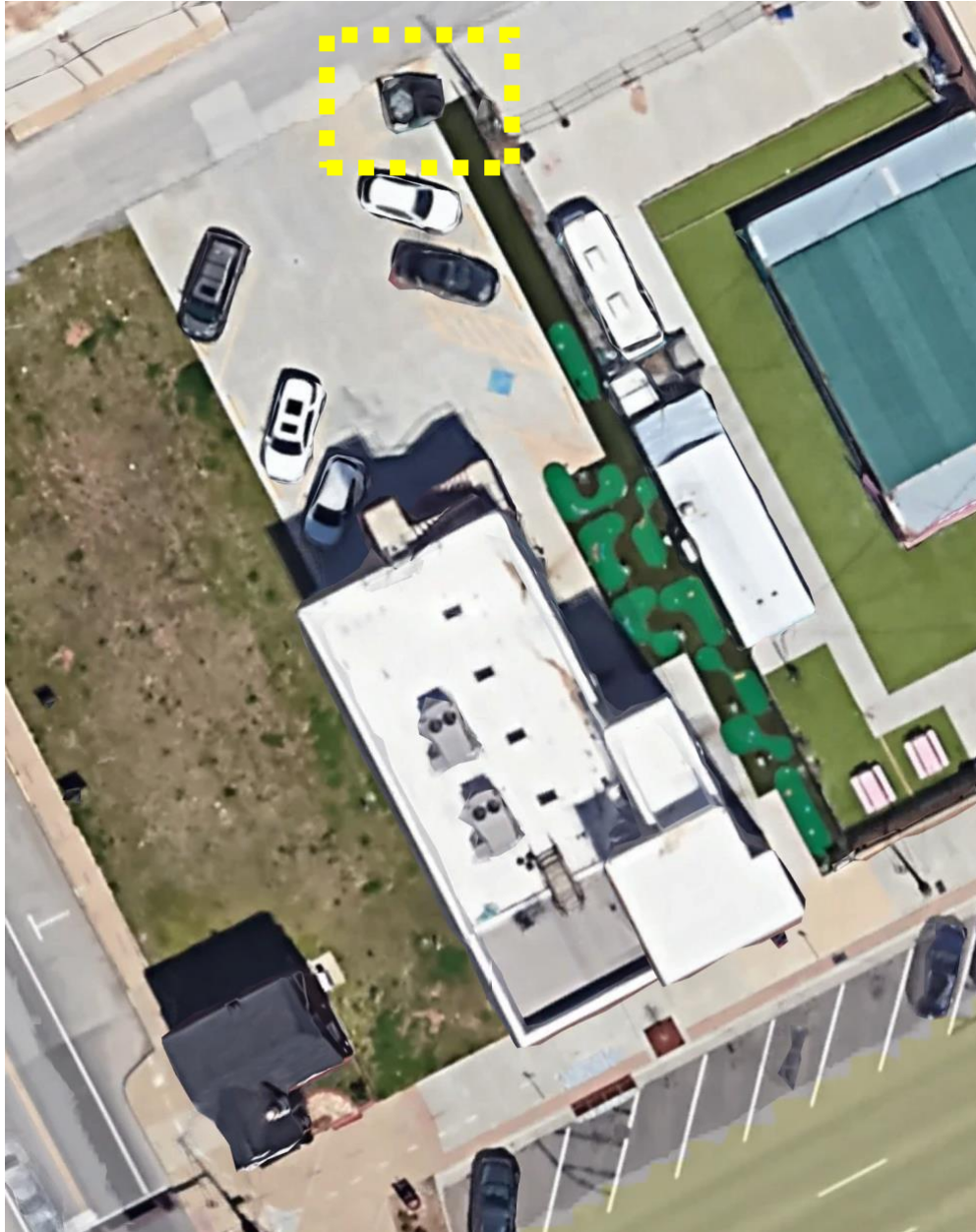
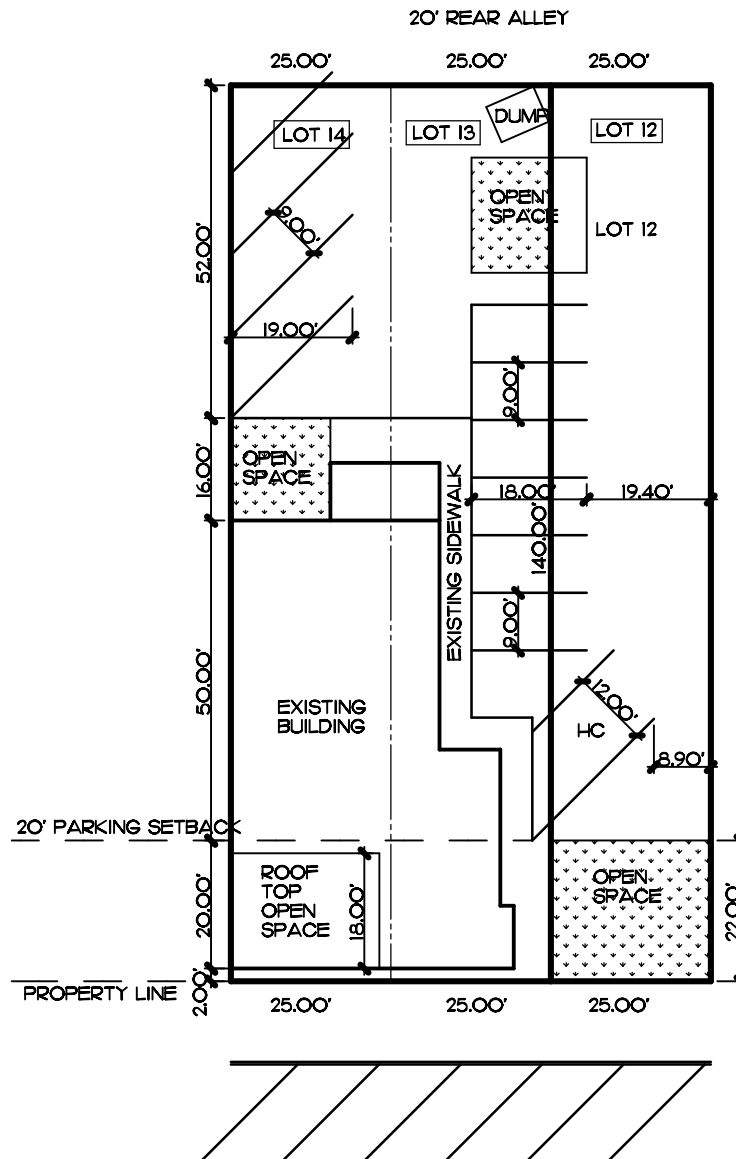


Exhibit C

Location of Existing Dumpster





EXISTING



NORTH
SCALE 1" = 30'-0"

LOT 12 -- 14 BLOCK 72
ORIGINAL NORMAN
227 W. MAIN STREET

WINDSTONE
CONSTRUCTION



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/10/2025

REQUESTER: GBDENTAL HOLDINGS, LLC

PRESENTER: Anais Starr, Planner II

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-34: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF CHAPTER 36 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS 12-14, BLOCK 72 OF NORMAN OLD TOWN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (227 W MAIN ST)

APPLICANT/REPRESENTATIVE	GBDENTAL HOLDINGS, LLC/Rieger Sadler Joyce LLC
LOCATION	227 W Main Street
WARD	4
CORE AREA	Yes
REQUESTED ACTION	Amendment of a Center City Planned Unit Development
LAND USE PLAN DESIGNATION	Commercial
GROWTH AREA DESIGNATION	Current Urban Service Area

BACKGROUND: The applicant requests to amend the existing Center City Planned Unit Development (CCPUD) for 227 W Main Street to allow revisions to the existing CCPUD Site Development Plan.

The subject property at 227 West Main Street currently contains an office building and part of the food truck park. The proposed CCPUD amendment removes the eastern two lots and replaces the remaining food truck park area with parking, as illustrated in the submitted Exhibit

C, Site Development Plan. The CCPUD Narrative proposes a modification from the Center City Form-Based Code (CCFBC) by permitting the proposed parking to extend in front of the CCFBC Parking Setback Line. The remaining elements of the CCPUD will stay as proposed in the original CCPUD.

PROCEDURAL REQUIREMENTS:

PRE-DEVELOPMENT: A Pre-Development meeting is not required for this application.

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

ZONING ORDINANCE CITATION:

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

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

Specifically, the purposes of this section are to:

1. Provide an alternative zoning district to the CCFBC where a property owner proposes a development that does not meet the strict regulations required in the CCFBC.
2. Provide open space/street space that is compatible with the concepts of the CCFBC.
3. Provide comprehensive and innovative planning and design for a development which is consistent and compatible with surrounding developments.
4. Provide more efficient and economic use of land resulting in an urban/pedestrian environment.
5. Provide complete and useful information which will enable the Planning Commission and City Council to make more informed decisions on land use.
6. Encourage developments that achieve community goals, such as, but not limited to, aging in place, or affordable housing, or other emerging trends in housing, that may not be able to meet all the required elements of the Center City Form-Based Code

STAFF ANALYSIS:

The applicant's amended CCPUD Narrative and Site Development Plan removes two eastern lots and replaces the portion of the food truck park with parking on the east side of the existing structure. The proposed parking lot will contain seven (7) parking spaces accessed from the alleyway as illustrated in Exhibit C, Site Development Plan. Since this site was previously developed, the applicant will not be providing additional landscaping. Open Space is provided at the ground level and rooftop as indicated on Exhibit C, Site Development Plan.

The amendments to the CCPUD Site Development Plan are as follows:

- Remove Lots 10 and 11 from the existing CCPUD.
- Allow for parking as illustrated in Exhibit C, Site Development Plan. The parking will be permitted to extend over the Parking Setback Line.

- Allow Landscaping and Open Space as depicted in Exhibit C, Site Development Plan.
- Retain the existing screening fence along the Required Build Line while providing an opening for pedestrian access on the east side of the structure.

USE: The CCPUD narrative retains the property's existing use of dental offices while adding additional parking to the east side of the building. The existing structure meets the requested decrease in Clear Height for the Ground Story from fifteen (15') to twelve (12') allowed in the CCPUD Narrative.

PARKING: Under the existing CCFBC, properties zoned C-3, Intensive Commercial District at the time of the adoption of the CCFBC, are not required to meet parking requirements. The Site Development Plan proposes seven (7) parking spaces east of the existing building that extends in front of CCFBC Parking Setback Line, with the existing screening in place in front of the parking area.

LANDSCAPING: The revised Site Development Plan does not propose additional landscaping for the existing Property. Open Space is provided at grade and on the existing roof deck, as indicated in Exhibit C, Site Development Plan.

SIGNAGE: Signage was installed at the time of construction of the existing building for this site. No additional signage is requested with this amendment. Any future signage shall comply with 402. General Provisions, Section M of the CCFBC, as outlined in the CCPUD Narrative.

LIGHTING: The project shall comply with the lighting requirements found in the CCFBC under 402. General Provisions, Section N. Lighting & Mechanical, as outlined in the CCPUD Narrative.

SANITATION/UTILITIES: As shown on the Site Development Plan Exhibit C, the existing dumpster located off the alleyway will continue to serve the property's sanitation needs.

FENCING/WALLS: The existing fence along the Required Build Line on the front property line will remain. No additional fencing is proposed.

PARKS: Andrews Park, located at 201 W Daws Street, is approximately two blocks north of the Property.

ALTERNATIVES/ISSUES:

IMPACTS: This CCPUD application retains the existing structure and use while allowing two lots to be removed and developed separately for mixed commercial and residential under its own CCPUD. The proposed replacement of the food truck park with parking provides additional parking to meet the dentist office customer needs. The request to maintain the existing open space, landscaping, and screening fence along the front property line will preserve the current appearance of this property.

The parking spaces are proposed to be perpendicular except for one angled accessible parking spot at the south end. This configuration could cause potential conflicts for vehicles exiting the parking.

OTHER AGENCY COMMENTS:

FIRE DEPARTMENT AND BUILDING PERMIT REVIEW: Additional information would be required to determine fire hydrant and fire lane requirements related to the proposed buildings. These items will be addressed during individual building permitting. For details, view the City of Norman Ordinances and adopted 2018 ICC codes as amended by OUBCC including IFC Appendices B, C, and D.

PUBLIC WORKS/ENGINEERING: The subject property is platted as part of Norman Old Town.

TRAFFIC ENGINEER: There are conflicts between the perpendicular space and the angled handicap-accessible parking space for the proposed parking east of the existing building. The proposed configuration could cause collisions as vehicles attempt to exit the parking spaces.

UTILITIES:

Water: Existing water services not proposed to be used must be abandoned at the main and existing material information must be provided to the Utilities Department.

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

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

CONCLUSION: Staff forwards this request for an amendment to the Center City Planned Unit Development and Ordinance O-2425-34 to the Planning Commission for consideration and a recommendation to the City Council.

4. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-34: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF CHAPTER 36 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS 12-14, BLOCK 72 OF NORMAN OLD TOWN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (227 W MAIN ST)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Location Map
3. CCPUD Narrative
4. Site Plan

Staff Presentation

Anais Starr, Planner I, presented the staff report.

Commissioner McDaniel asked if the applicant can restripe a parking lot if an issue with the parking were to arise. Ms. Starr responded that they would not have go through the rezoning process to restripe the parking spots.

Applicant Presentation

Libby Smith, Representative of Applicant, presented the proposed item.

Commissioner McKown asked why the applicant proposed angled parking when staff has presented a concern. Ms. Smith responded with the angled handicap spot, there would be more space for larger vehicles.

Public Comment

There were no public comments.

Motion by Commissioner Kindel to recommend approval of Ordinance O-2425-34; **Second** by Commissioner McDaniel.

The motion passed unanimously with a vote of 8-0. Commissioner Bird recused.

File Attachments for Item:

11. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-35 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 GRANT SPECIAL USE FOR A CHURCH, TEMPLE, OR OTHER PLACE OF WORSHIP, IN THE I-1, LIGHT INDUSTRIAL DISTRICT FOR THE SOUTHEAST QUARTER (SE/4) AND THE NORTHEAST QUARTER (NE/4) OF SECTION ELEVEN (11), TOWNSHIP NINE (9) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ON THE EAST SIDE OF N. FLOOD AVE., NORTH OF THE INTERSECTION OF N. FLOOD AVE. AND 24TH AVE. N.W.)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/13/2025

REQUESTER: Victory Family Church, Inc.

PRESENTER: Jane Hudson, Planning & Community Development Director

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-35 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 GRANT SPECIAL USE FOR A CHURCH, TEMPLE, OR OTHER PLACE OF WORSHIP, IN THE I-1, LIGHT INDUSTRIAL DISTRICT FOR THE SOUTHEAST QUARTER (SE/4) AND THE NORTHEAST QUARTER (NE/4) OF SECTION ELEVEN (11), TOWNSHIP NINE (9) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ON THE EAST SIDE OF N. FLOOD AVE., NORTH OF THE INTERSECTION OF N. FLOOD AVE. AND 24TH AVE. N.W.)

APPLICANT/REPRESENTATIVE	Victory Family Church, Inc.
LOCATION	Generally located on the east side of N Flood Avenue, north of the intersection of N Flood Avenue and 24 th Avenue NW
WARD	8
CORE AREA	No
REQUESTED ACTION	Rezoning from I-1, Light Industrial District, to I-1, Light Industrial District, with Special Use for a Church, Temple, or Other Place of Worship
LAND USE PLAN DESIGNATION	Industrial
GROWTH AREA DESIGNATION	Current Urban Service Area

BACKGROUND:

The subject parcel is currently zoned I-1, Light Industrial District. The applicant is requesting Special Use for a Church, Temple or other Place of Worship, to construct an overflow parking area for the existing Victory Family Church on the adjacent parcel to the north. The subject parcel is approximately 10.28 acres and is currently vacant, except for a large transmission tower carrying electric transmission lines across the site. The applicant has been informed that the project must meet all Zoning Ordinance requirements including landscaping and commercial outdoor lighting standards.

PROCEDURAL REQUIREMENTS:**GREENBELT MEETING: GBC25-08, March 18, 2025**

No greenbelt opportunity was found. Item was placed on the Consent Docket. Greenbelt Commissioners forward GBC 25-08, with no additional comments.

PRE-DEVELOPMENT: PD25-08, March 27, 2025

No neighbors were in attendance.

BOARD OF PARKS COMMISSIONERS:

Parkland dedication is not required for this application.

ZONING ORDINANCE CITATION: A Special Use request shall be reviewed and evaluated on the following criteria according to Sec. 36-560, Special Uses:

1. Conformance with applicable regulations and standards established by the Zoning Regulations.
2. Compatibility with existing or permitted uses on abutting sites, in terms of building height, bulk and scale, setbacks and open spaces, landscaping and site development, and access and circulation features.
3. Potentially unfavorable effects or impacts on other existing or permitted uses on abutting sites, to the extent such impacts exceed those which reasonably may result from use of the site by a permitted use. (NOTE: Throughout this Section, "Permitted Use" means any use authorized as a matter of right under the applicable zoning district.)
4. Modifications to the site plan which would result in increased compatibility, or would mitigate potentially unfavorable impacts, or would be necessary to conform to applicable regulations and standards and to protect the public health, safety, morals, and general welfare.
5. Safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed "Special Use" and other uses authorized and anticipated in the area, considering existing zoning and land uses in the area.

6. That any conditions applicable to approval are the minimum necessary to minimize potentially unfavorable impacts on nearby uses and to ensure compatibility of the proposed "Special Use" with existing or permitted uses in the surrounding area.

STAFF ANALYSIS:

The applicant proposes construction of an overflow parking area to be used by the Victory Family Church. The proposed parking area will tie into the church's existing parking area. The existing zoning of the parcels to the north, south, and west of the subject parcel are I-1, Light Industrial District. The parcel to the north also has Special Use for a Church, Temple, or other Place of Worship. The parcels to the east across 24th Avenue NW are zoned O-1, Office-Institutional District, with a Special Use, and A-1, General Agricultural District. Through a separate application, not part of this zoning request, Victory Family Church plans to expand its existing building on the parcel located north of the subject parcel. This expansion will result in the loss of some existing parking. To accommodate this loss in available parking and prepare for the anticipated increase in parking demand, Victory Family Church has requested this Special Use to construct the proposed overflow parking area on the subject parcel. This new overflow parking area consists of approximately 871 parking spaces and will cover approximately 67% of the subject parcel in impervious material. The proposed development exceeds the required landscaping requirements per, 36-551, Landscaping Requirements For Off-Street Parking Facilities, which requires at least 15 square feet of interior landscaping for each parking space excluding those spaces abutting a perimeter.

ALTERNATIVES/ISSUES:

IMPACTS: The development of an overflow parking area on this site is not foreseen to be detrimental to the surrounding uses. The proposed overflow parking area would likely see use only on days where services or events are being held by the Victory Family Church. Traffic generation is also not foreseen to be detrimental to the surrounding area as the proposed development will generate fewer peak hour trips than standard developments typically seen in areas zoned I-1, Light Industrial District. As part of Victory Family Church's plans for expansion, the drive located north of Venture Drive will be relocated to align with Venture Drive for a future traffic signal.

OTHER AGENCY COMMENTS:

FIRE DEPARTMENT AND BUILDING PERMIT REVIEW: Items regarding fire hydrants, fire and building codes will be considered at the building permit stage.

PUBLIC WORKS/ENGINEERING: See the attached report from Engineering regarding the accompanying preliminary plat application.

TRAFFIC ENGINEER: No traffic study was required because fewer than 100 peak hour trips would be generated by the application.

UTILITIES: No utilities are needed for this parking lot project.

CONCLUSION: Staff forwards this request for a Special Use for a Church, Temple, or other Place of Worship and Ordinance O-2425-35 for consideration by City Council

PLANNING COMMISSION RESULTS: At their meeting of April 10, 2025, the Planning Commission recommended approval of Ordinance O-2425-35 by a vote of 8-1.

O-2425-35

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 CHURCH, TEMPLE, OR OTHER PLACE OF WORSHIP IN THE I-1, LIGHT INDUSTRIAL DISTRICT FOR THE SOUTHEAST QUARTER (SE/4) AND THE NORTHEAST QUARTER (NE/4) OF SECTION ELEVEN (11), TOWNSHIP NINE (9) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ON THE EAST SIDE OF N. FLOOD AVE., NORTH OF THE INTERSECTION OF N. FLOOD AVE. AND 24TH AVE. N.W.)

- § 1. WHEREAS, Victory Family Church, Inc has made application to have Special Use for a Church, Temple, or Other Place of Worship on the property described below in the I-1, Light Industrial 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 April 10, 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 Church, Temple, or Other Place of Worship in the I-1, Light Industrial District, for the following described property, to wit:

A tract of land situated in the Southeast Quarter (SE/4) and the Northeast Quarter (NE/4) of Section Eleven (11), Township Nine (9) North, Range Three (3) West of the Indian Meridian, City of

Norman, Cleveland County, Oklahoma; said tract being that same parcel described in Warranty Deed recorded in Book 6213, Page 1232; said tract being more particularly described as follows, to wit:

COMMENCING at the Southeast corner of said SE/4; thence NOO°15'11"W along the East line of said SE/4 a distance of 1998.47 feet; thence S89°44'49"W a distance of 33.00 feet to a point on the statutory Right of Way line of NW 24th Avenue, same being the POINT OF BEGINNING; thence continuing S89°44'49"W a distance of 17.00 feet to the Northeast corner of Lot 1, Block 1, Bio-Cide East Park Section 1, an addition to the City of Norman, Cleveland County, Oklahoma, said plat being recorded in Book 24 of Plats, Page 241; thence N89°58'57"W along the North line of said Lot 1 a distance of 270.50 feet; thence NOO°14'25"W a distance of 359.81 feet; thence S89°45'35"W a distance of 311.02 feet to a point of curvature on the present Easterly Right-of Way line of US Highway 77 (North Flood Avenue); thence along said line the following two (2) courses:

1. Northerly along a curve to the right having a radius of 6815.50 feet, a chord bearing N18°43'39"W and a chord distance of 386.58 feet, for an arc distance of 386.63 feet; thence

2. N17°06'08"W a distance of 143.29 feet to a point on the South line of Lot 1, Block 1, Revised Final Plat of New Life Addition, an addition to the City of Norman, Cleveland County, Oklahoma, said plat being recorded in Book 20 of Plats, Page 118; thence

N89°47'49"E along the South line of said Lot 1 extended, a distance of 762.65 feet; thence S00°12'24"E, parallel with and 33.00 feet distant from the East line of said NE/4, a distance of 222.43 feet; thence

S00°15'11"E, parallel with and 33.00 feet distant from the East line of said SE/4, a distance of 641.86 feet to the POINT OF BEGINNING.

Said tract contains 10.28 acres more or less.

§ 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
_____, 2025.

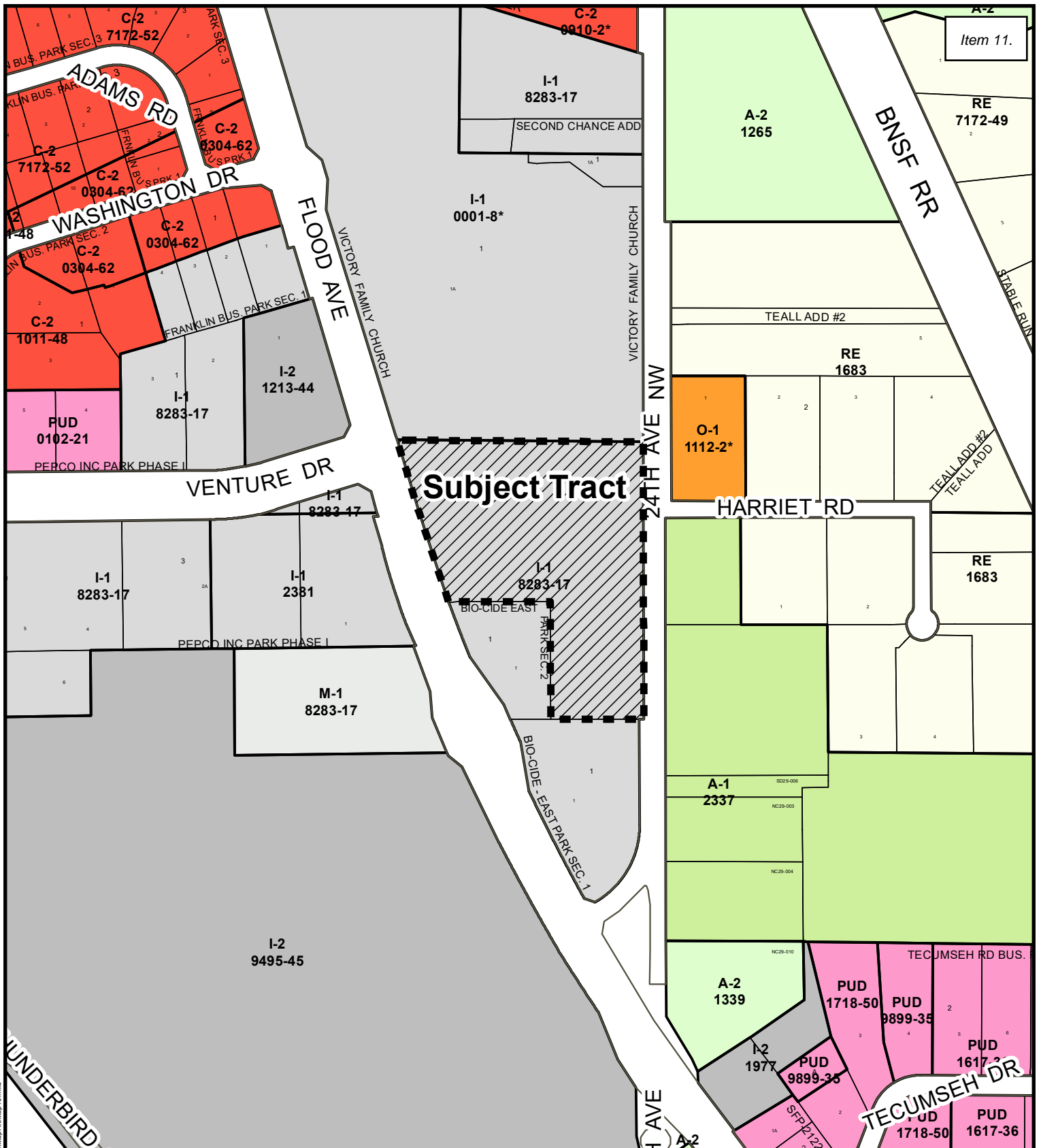
NOT ADOPTED this _____ day of
_____, 2025.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)



Location Map





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



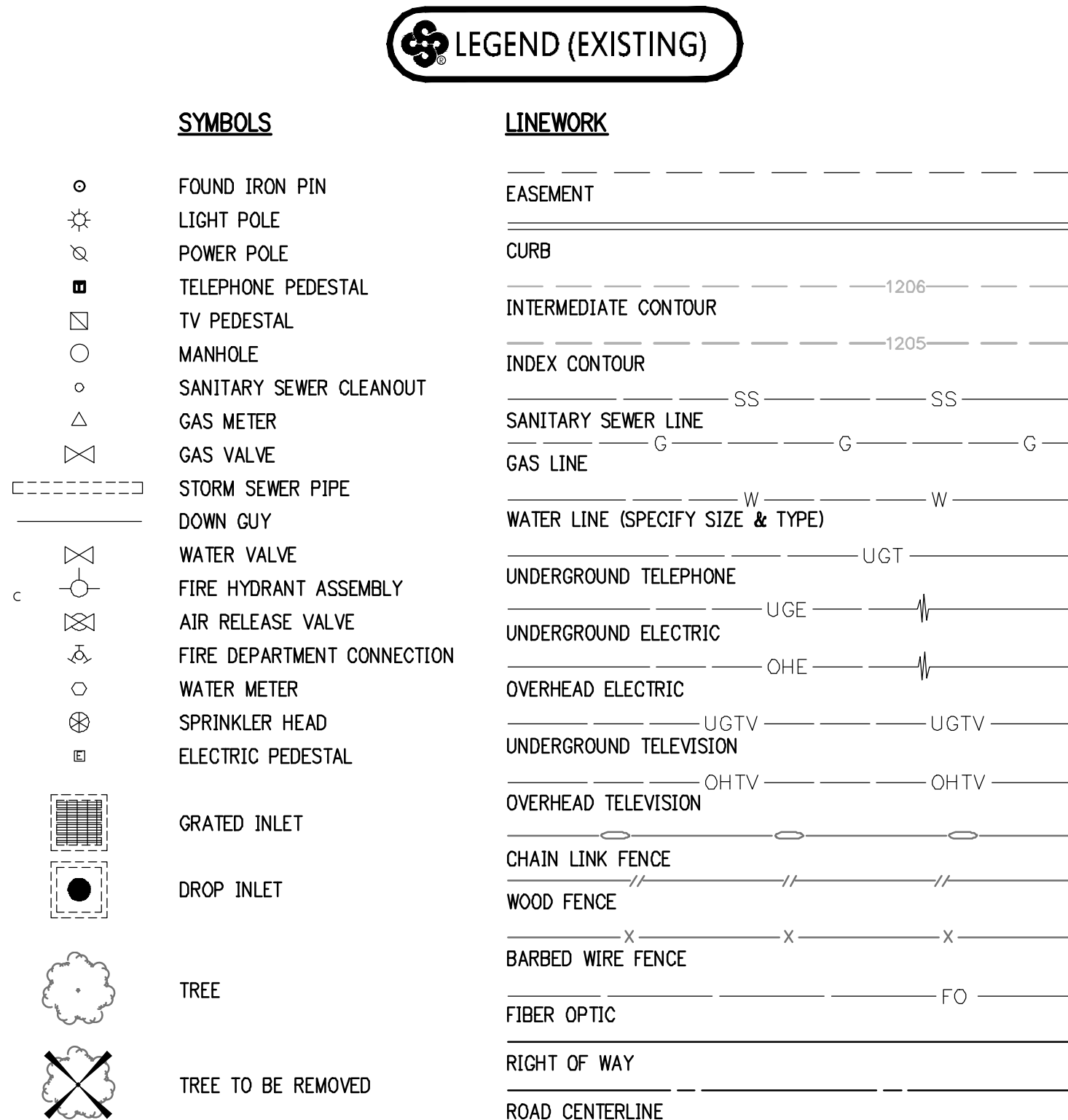
March 7, 2025




















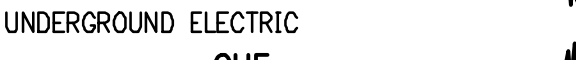






















0 200 400 Ft.

 Subject Tract
 Zoning


4343 N. FLOOD AVENUE, NORMAN, OK

SITE DEVELOPMENT PLANS



SYMBOLS		LINEWORK	
	SET IRON PIN		EASEMENT
	LIGHT POLE		CURB
	POWER POLE		INTERMEDIATE CONTOUR 1206
	TELEPHONE PEDESTAL		INDEX CONTOUR 1205
	TV PEDESTAL		SANITARY SEWER LINE SS
	MANHOLE		GAS LINE G
	SANITARY SEWER CLEANOUT		WATER LINE W
	GAS METER		UGT
	GAS VALVE		UNDERGROUND TELEPHONE UGE
	STORM SEWER PIPE		UNDERGROUND ELECTRIC OHE
	STRUCTURE NUMBER		OVERHEAD ELECTRIC FO
	WATER VALVE		FIBER OPTIC
	FIRE HYDRANT ASSEMBLY		UNDERGROUND TELEVISION
	AIR RELEASE VALVE		OVERHEAD TELEVISION OHTV
	FIRE DEPARTMENT CONNECTION		CHAIN LINK FENCE
	WATER METER		WOOD FENCE
	BACK FLOW PREVENTER		BARBED WIRE FENCE
	REDUCER		BUILDING SET BACK
	PLUG VALVE		RIGHT OF WAY
	RECTANGULAR DRAIN INLET, GRATED INLET OR JUNCTION BOX (SPECIFY ON PLAN SHEET)		PROPERTY LINE
	CIRCULAR DRAIN INLET, GRATED INLET OR JUNCTION BOX (SPECIFY ON PLAN SHEET)		ROAD CENTERLINE

PROJECT INFORMATION	
SITE AREA:	10.28 AC.
ZONING:	I-1
PROPERTY USAGE:	CIVIC
BUILDING USAGE:	CHURCH
ADDRESS:	4343 N. FLOOD AVENUE NORMAN, OKLAHOMA
SITE ENGINEER:	CRAFTON, TULL & ASSOCIATES G. TODD BRAWLEY, P.E. 300 POINTE PARKWAY BLVD YUKON, OK 73099 (405) 787-6270
OWNER/DEVELOPER:	VICTORY FAMILY CHURCH, INC. 4343 N. FLOOD AVE. NORMAN, OKLAHOMA 73069 (405) 701-0976

 PROPERTY DESCRIPTION

A tract of land situated in the Southeast Quarter (SE/4) and the Northeast Quarter (NE/4) of Section Eleven (11), Township Nine (9) North, Range Three (3) West of the Indian Meridian, City of Norman, Cleveland County, Oklahoma; said tract being that same parcel described in Warranty Deed recorded in Book 6213, Page15232; said tract being more particularly described as follows, to wit:

COMMENCING at the Southeast corner of said SE/4; thence
N00°51'11"W along the East line of said SE/4 a distance of 1998.47 feet; thence
S89°44'49"W a distance of 33.00 feet to a point on the statutory Right of Way line of NW 24th Avenue, same being the POINT OF BEGINNING; thence continuing

S89°44'49"W a distance of 17.00 feet to the Northeast corner of Lot 1, Block 1, Bio-Cide East Park Section 1, an addition to the City of Norman, Cleveland County, Oklahoma, said plat being recorded in Book 24 of Plats, Page 241; thence
N85°58'57"W along the North line of said Lot 1 a distance of 270.50 feet; thence
N00°14'25"W a distance of 359.81 feet; thence
S89°45'45"W a distance of 311.02 feet to a point of curvature on the present Easterly Right-of-Way line of US Highway 77 (North Flood Avenue) thence along the line the following two (2) courses:

1. Northerly along a curve to the right having a radius of 6815.50 feet, a chord bearing N16°45'11"E a distance of 366.58 feet, for an arc distance of 396.63 feet; thence
2. N17°06'08"W a distance of 143.29 feet to a point on the South line of Lot 1, Block 1, Revised Final Plat of New Life Addition, an addition to the City of Norman, Cleveland County, Oklahoma, said plat being recorded in Book 20 of Plats, Page 116; thence

N89°47'49"E along the South line of said Lot 1 extended, a distance of 762.65 feet; thence
S00°72'24"E, parallel with and 33.00 feet distant from the East line of said NE/4, a distance of 222.43 feet; thence
S00°51'11"E, parallel with and 33.00 feet distant from the East line of said SE/4, a distance of 641.08 feet to the POINT OF BEGINNING.

Said tract contains 447.723 Square Feet or 10.28 Acres, more or less.

VICTORY FAMILY CHURCH
2025 PARKING
4343 N. FLOOD AVENUE,
NORMAN, OK

[illegible]

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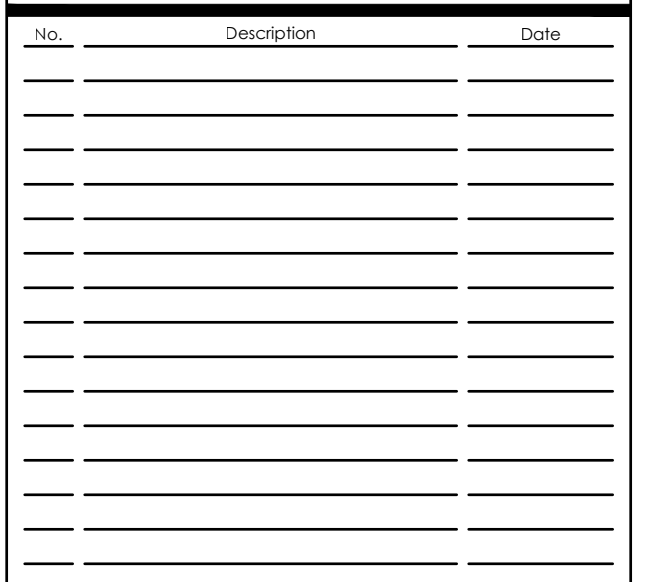
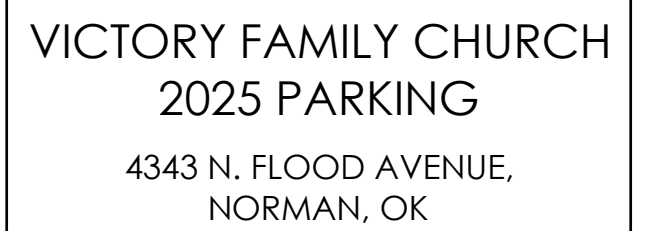
PROJECT NO: 24608600
ISSUE DATE: 03/27/2025
CONTACT: G, TODD BRAWLEY
QC by:
QC Date:

A circular professional engineer seal for G. Todd Brawley, License No. 16874, State of Oklahoma. The seal features the text "LICENSED PROFESSIONAL ENGINEER" around the top and "OKLAHOMA" around the bottom. The center contains the name "G. TODD BRAWLEY" and the license number "16874". A blue ink signature is written across the bottom of the seal.

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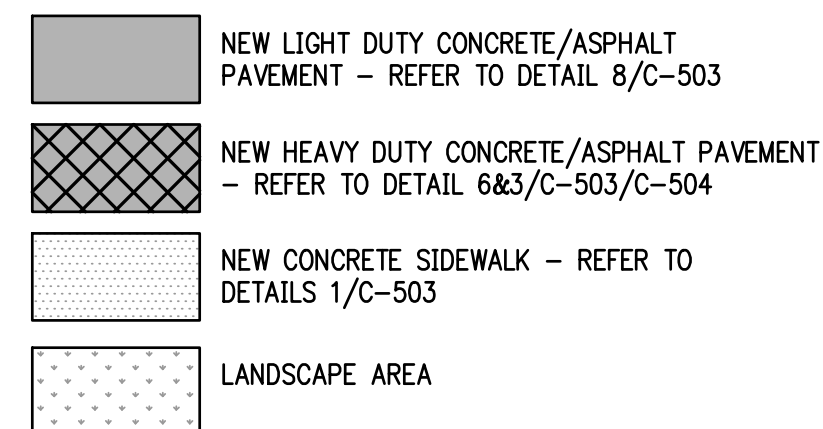
COVER	3/27/2025
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C-001



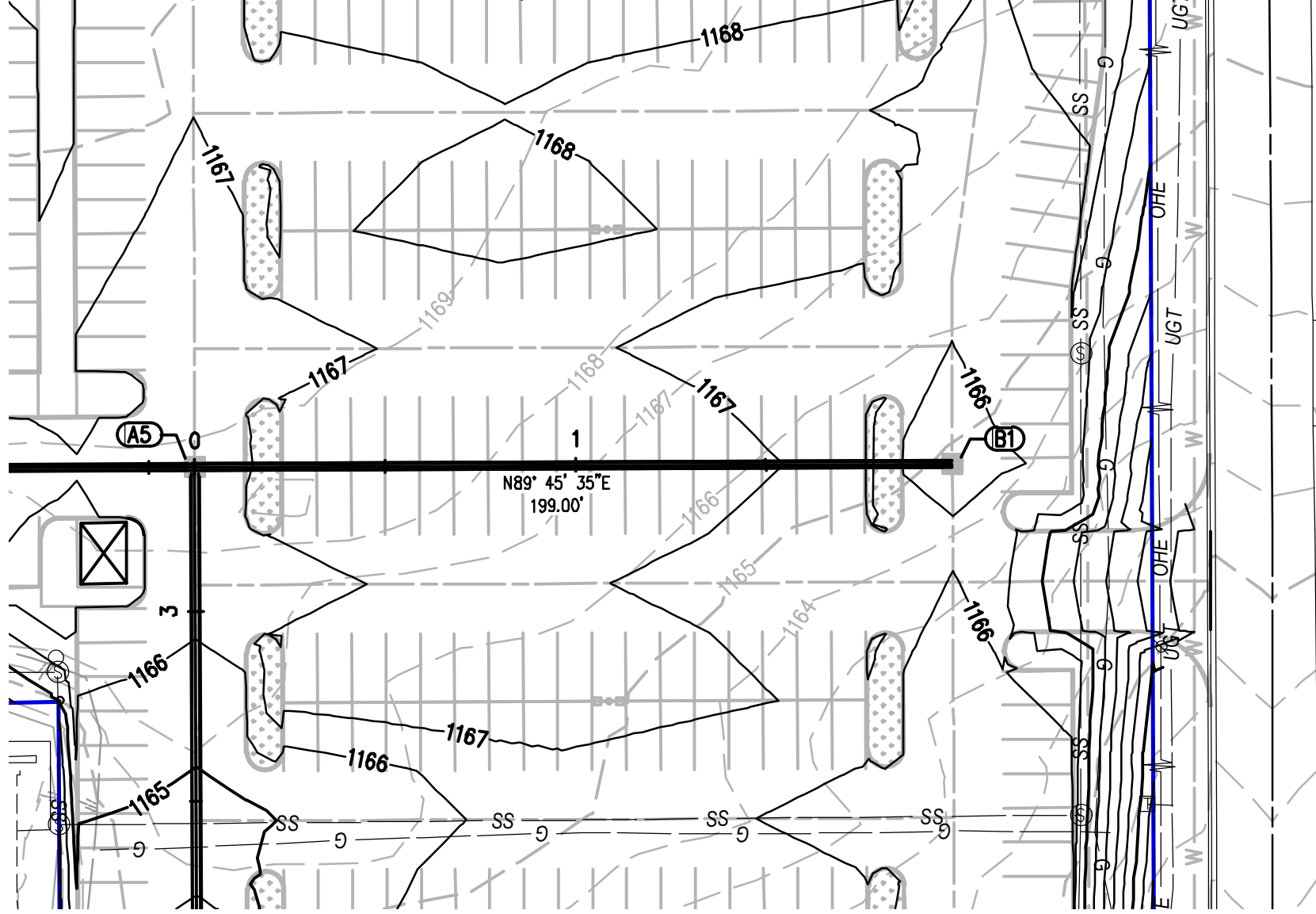
A circular professional engineer seal for G. Todd Brawley, License No. 16874, State of Oklahoma. The seal features the text "LICENSED PROFESSIONAL ENGINEER" around the top inner edge and "OKLAHOMA" around the bottom inner edge. The center contains the name "G. TODD BRAWLEY" and the license number "16874".

C-101

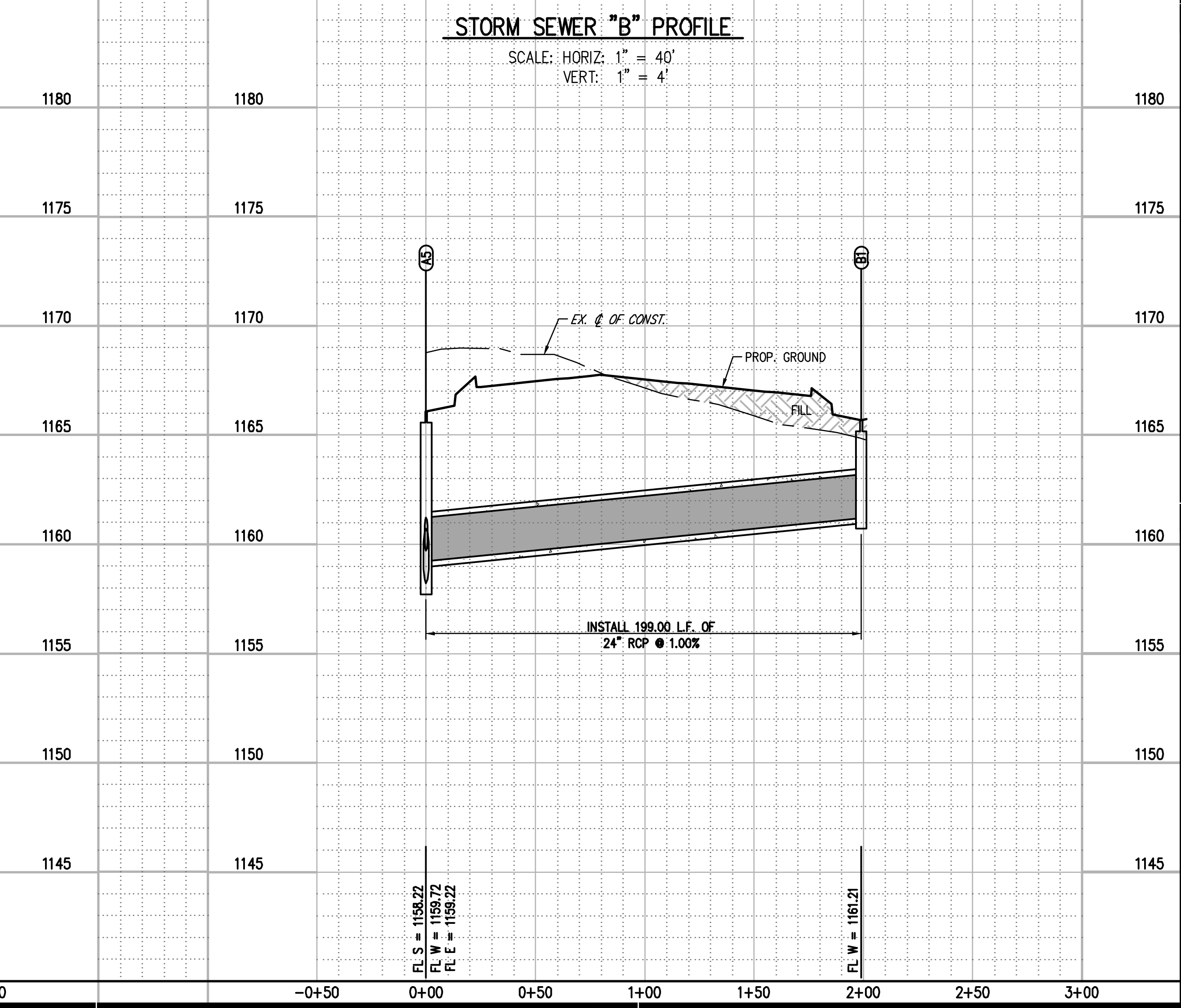


(A5) STA. 0+00.00 STORM SEWER B
STA. 3+37.87 STORM SEWER A=
2'x2' GRATED AREA DRAIN INLET
TR=1166.08
FL 30" RCP=1158.22
FL 18" RCP=1159.72
FL 24" RCP=1159.22

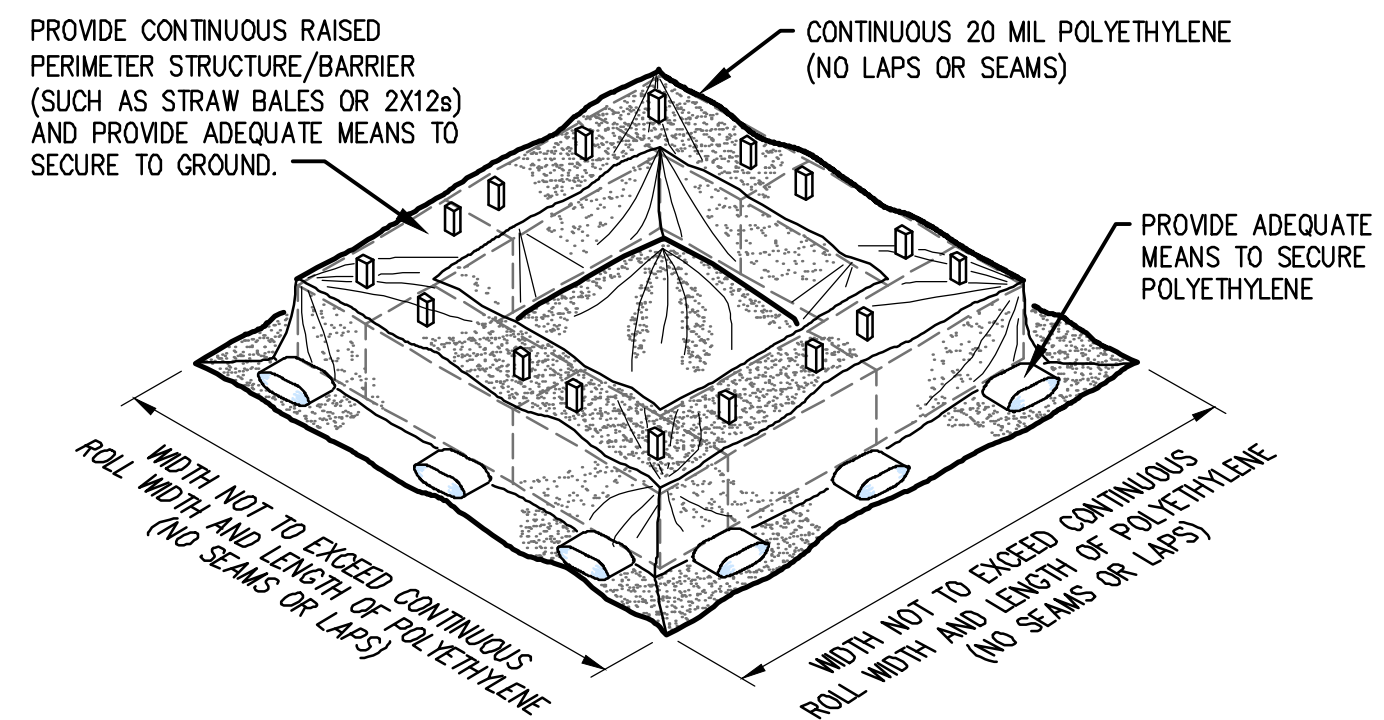
(B1) STA. 1+99.00
CONST. 2'x2' GRATED AREA DRAIN INLET
TR=1165.68
FL 30"=1161.21



STORM SEWER "B" PLAN



VICTORY FAMILY CHURCH 2025 PARKING ----- 152



CONCRETE WASH-OUT BASIN

SOIL EROSION/SEDIMENTATION CONTROL OPERATION TIME SCHEDULE

NOTE: GENERAL CONTRACTOR TO COMPLETE TABLE WITH THEIR SPECIFIC PROJECT SCHEDULE

[illegible]

ACREAGE SUMMARY

IMPERVIOUS AREA	6.89
SEEDED AREA	2.71
TOTAL DISTURBED	9.60

DEVELOPER/OWNER:

VICTORY FAMILY CHURCH, INC

4343 N FLOOD AVE NORMAN OK 73060

4343 N FLOOD AVE, P
nicklawson@vfc.church

405-642-6162

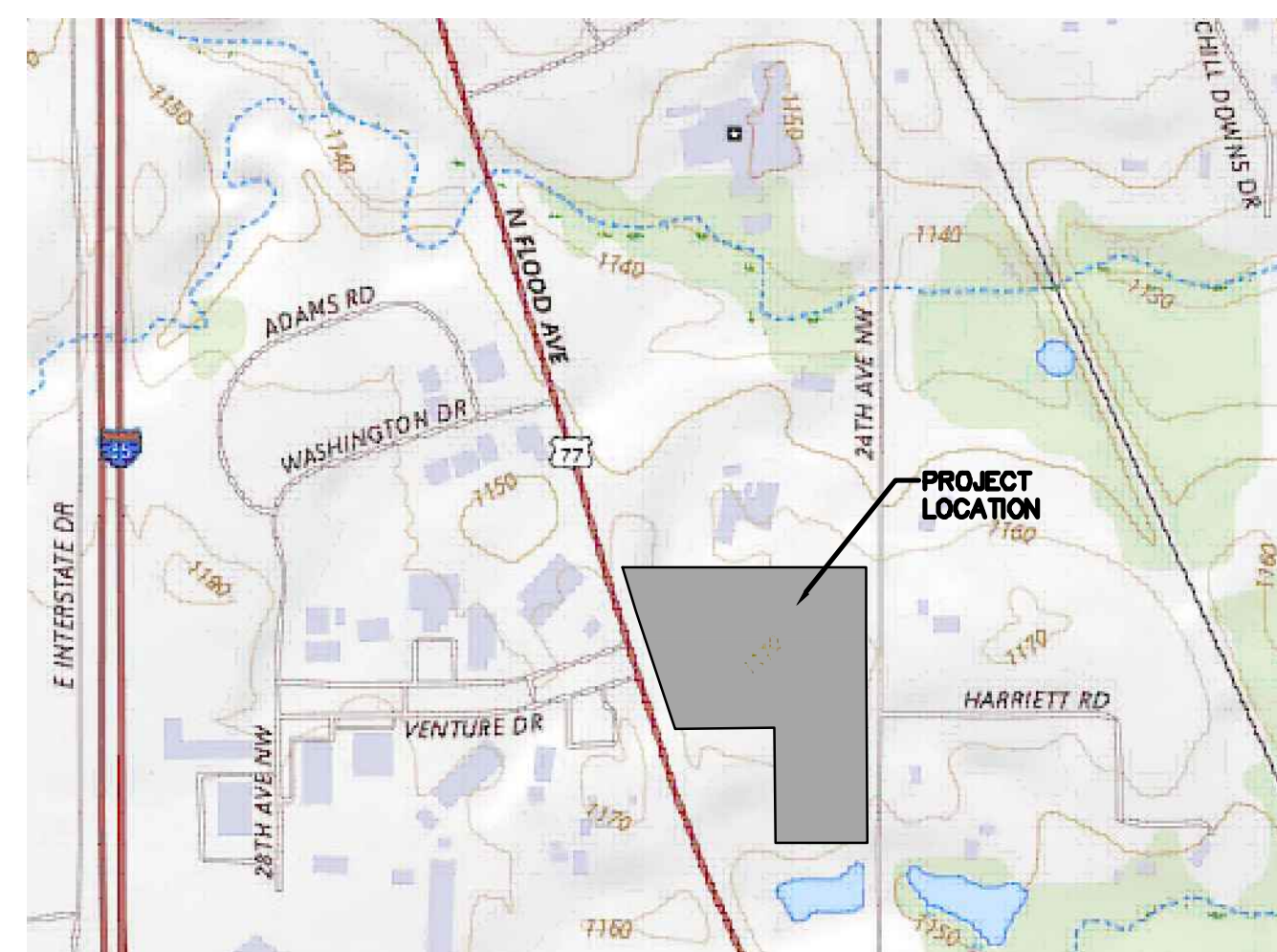
SITE OPERATOR/GENERAL CONTRACTOR:

NICK LAWSON

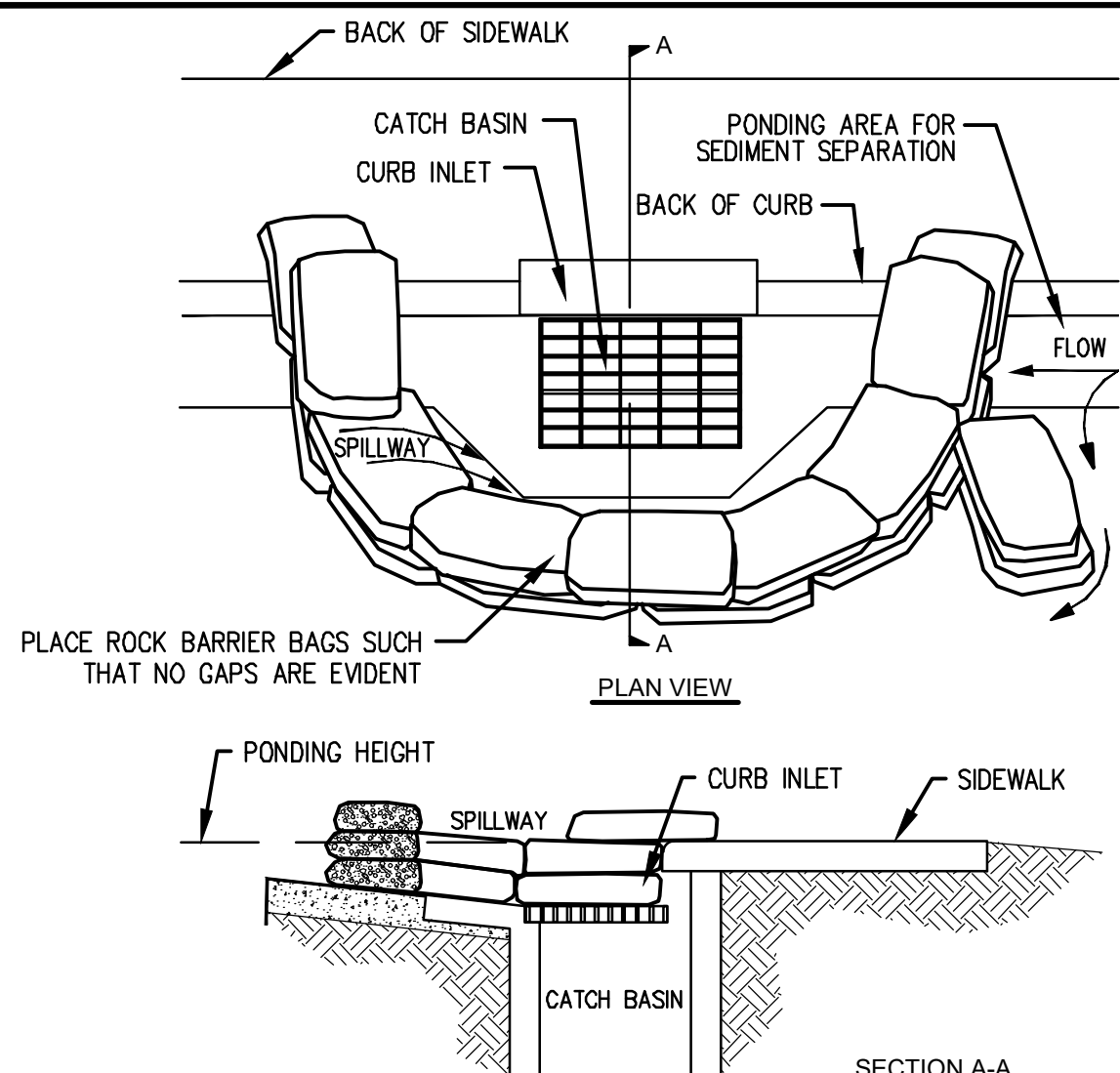
SUPERINTENDENT: _____

T.B.M. EXISTING SANITARY SEWER MANHOLE (CENTER OF MANHOLE LID)

NORTHING: 706007.7680 EASTING: 2124257.8680 ELEV.: 1154.61 ft



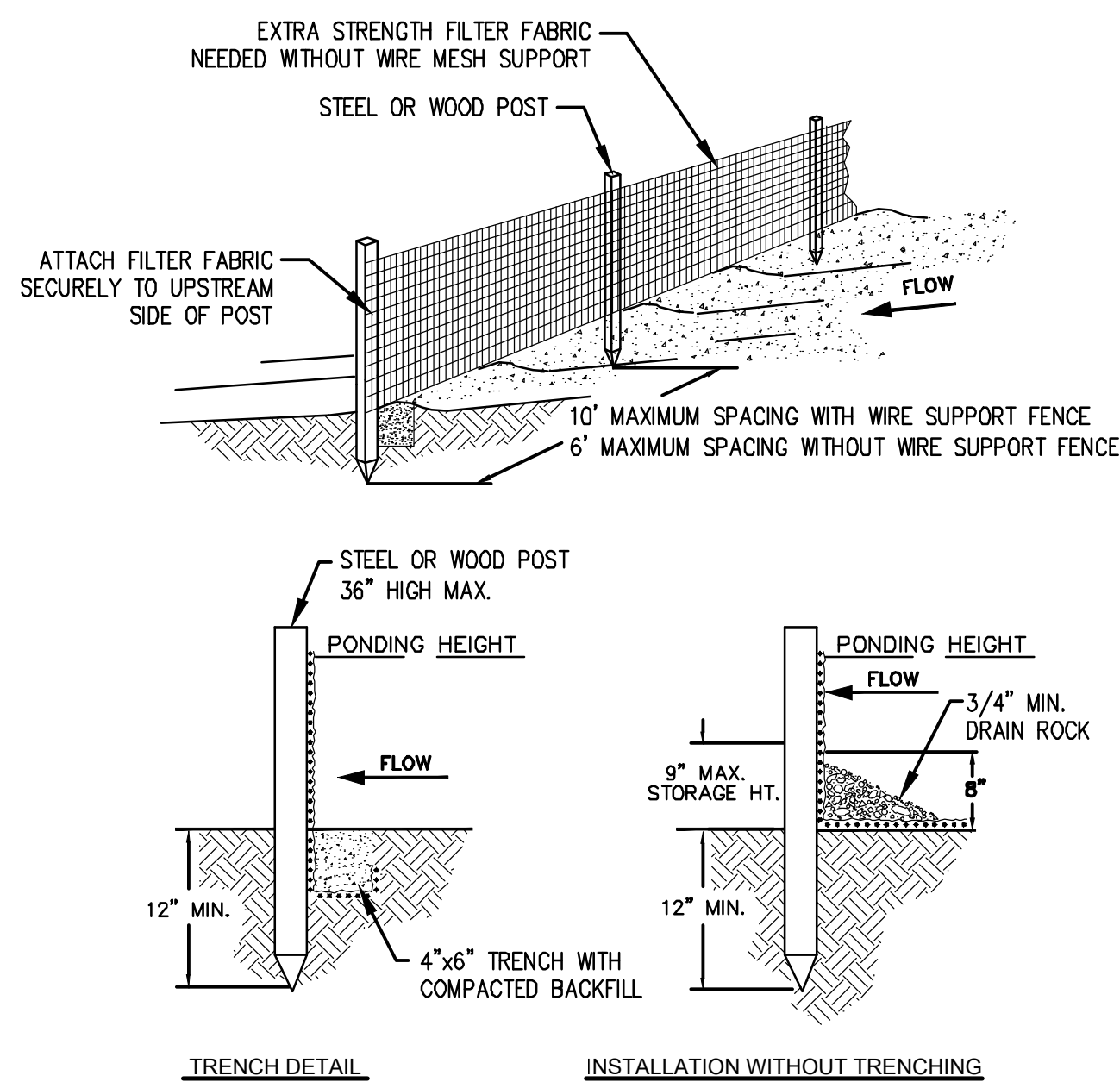
USGS QUADRANGLE MAP
NTS



NOTES:

1. ALL ROCK BAG BARRIERS MUST AGREE WITH THE NOTES ON PREVIOUS PAGE.
2. PLACE CURB TYPE TPO ROCK BAG BARRIER ON GENTLY SLOPING STREET, WHERE WATER CAN POND AND ALLOW SEDIMENT TO SEPARATE FROM RUNOFF.
3. BAGS OF WOVEN GEOTEXTILE FABRIC, FILLED WITH GRAVEL MUST BE LAYED SUCH THAT NO GAPS ARE EVIDENT.
4. LEAVE ONE SANDBAG GAP IN THE TOP ROW ON THE SIDE AWAY FROM TPO, TO PROVIDE A SPILLWAY; OR IN THE CENTER IF PONDING IS NEEDED ON BOTH SIDES.
5. INSPECT BARRIERS IMMEDIATELY AFTER EACH STORM EVENT. SEDIMENT AND GRAVEL MUST BE REMOVED FROM THE TRAVELED WAY AND REPLACE.

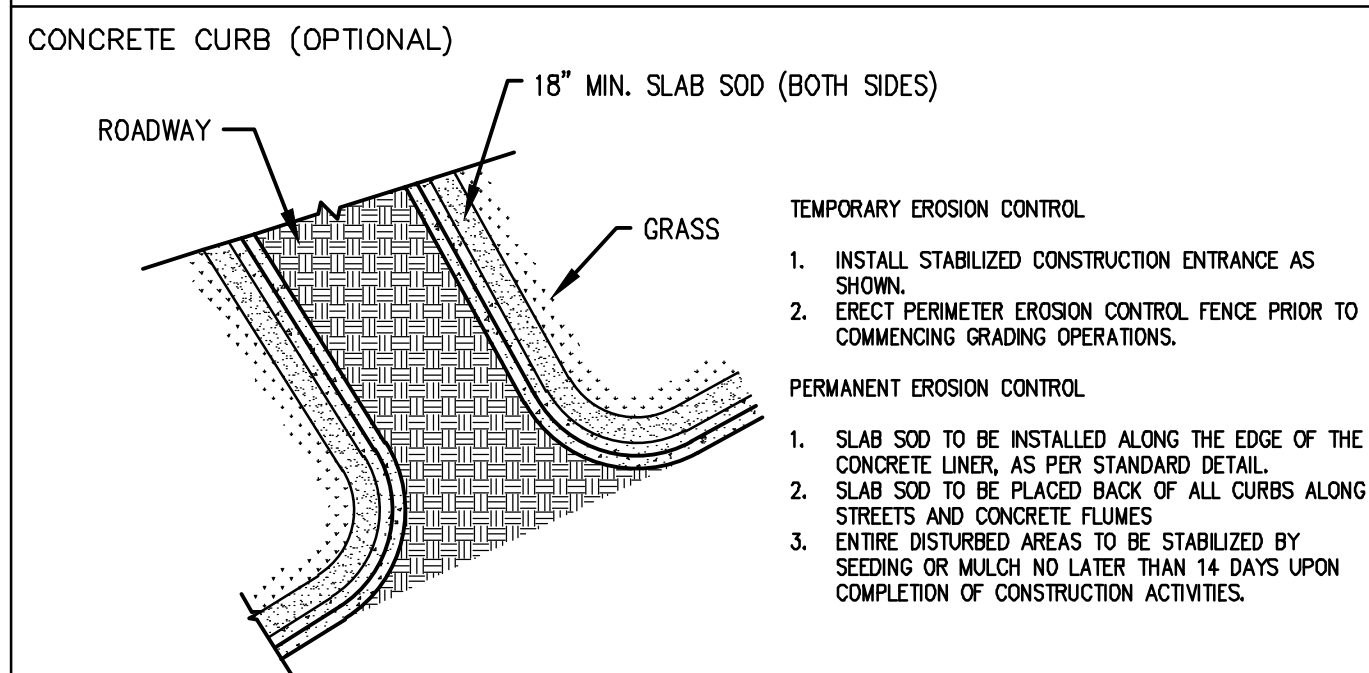
ROCK CHECK DAM
NTS



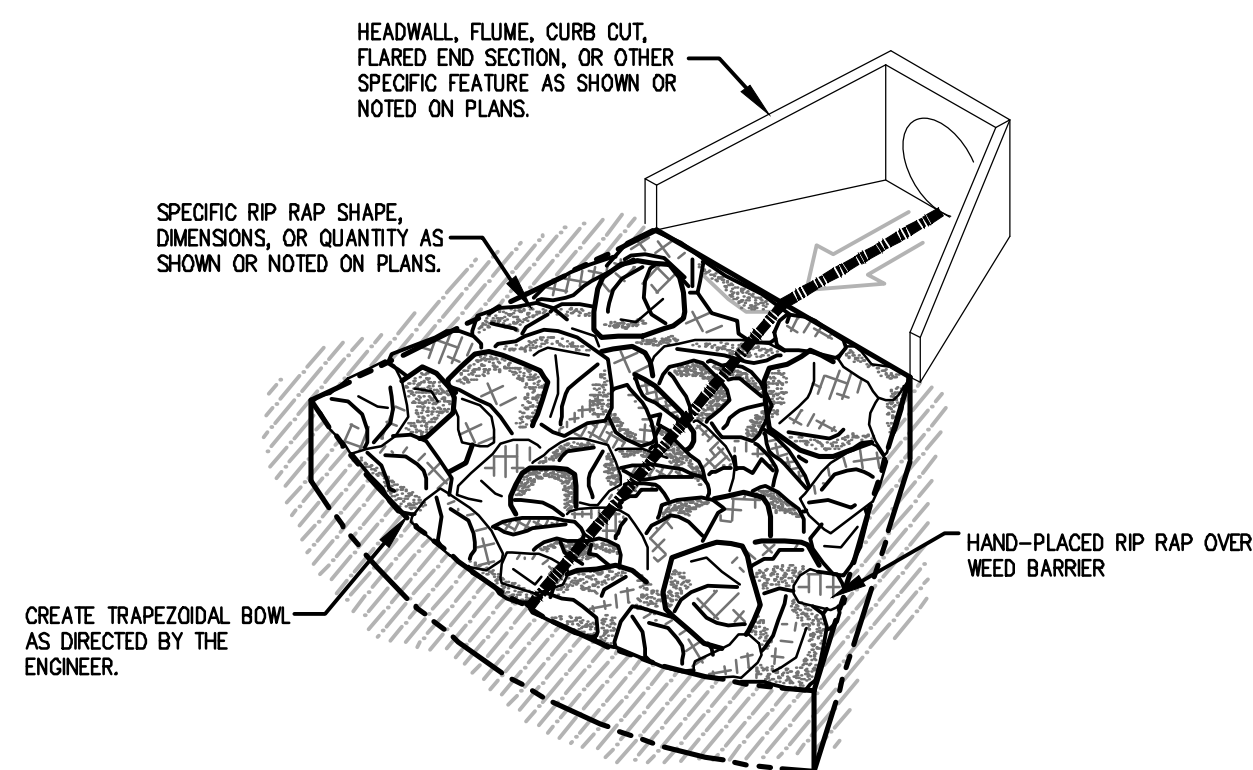
NOTES

1. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.
2. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY. 9" MAXIMUM RECOMMENDED STORAGE HEIGHT.
3. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.

SILT FENCE INSTALLATION DETAILS
NTS



NEW ROADWAY
NTS

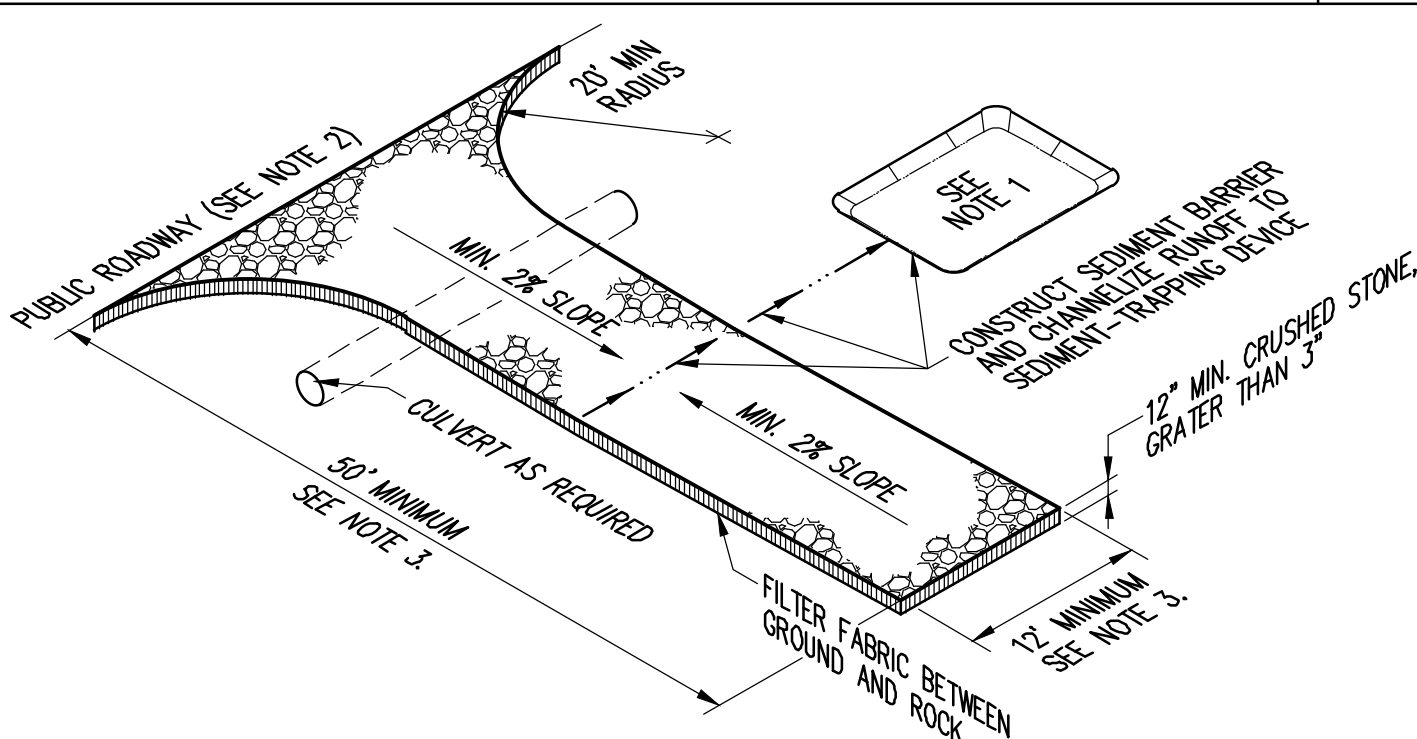


NOTES:

- NOTES:
1. FINAL DESIGN SHALL COMPLY WITH LOCAL CODES AND REGULATIONS.
 2. STONES SHALL CONSIST OF FIELD STONE OR AUGH, UNWIND QUARRY STONE AS NEARLY UNIFORM IN SIZE AS PRACTICAL.
 3. STONES SHALL BE FENDE, RESISTANT TO THE ACTION OF WIND AND WATER, AND SUITABLE IN ALL ASPECTS FOR USE.
 4. ALL STONES SHALL WEIGH BETWEEN 50-150 POUNDS EACH AND AT LEAST 60% OF THE STONES SHALL WEIGH MORE THAN 100 POUNDS EACH.
 5. STONES SHALL BE HAND-PLACED, OVER WEED BARRIER, AND FLUSH WITH ADJACENT FINISH GRADES.
 6. CREATE A 12" DEEP DRAINAGE DITCH AS DIRECTED BY THE ENGINEER.
 7. RIP RAP SHALL BE GROUTED IN PLACE IF SPECIFIED ON THE PLANS OR DIRECTED BY THE ENGINEER.

RIP-RAP SLOPE PROTECTION

1. IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCE/EXIT IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES EXIT ONTO THE PUBLIC ROADS. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF SITE.
2. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
3. LENGTH AND WIDTH TO SUIT SITE, CONSTRUCTION TRAFFIC AND EFFECTIVENESS.



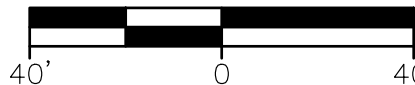
STABILIZED CONSTRUCTION EXIT (ENTRANCE)



4343 N. FLOOD AVENUE,
NORMAN, OK



GRAPHIC SCALE IN FEET

[illegible]

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PROJECT NO: 24608600

ISSUE DATE: 03/27/2025
CONTACT: G TODD BRAUN

QC by:

QC Date: _____

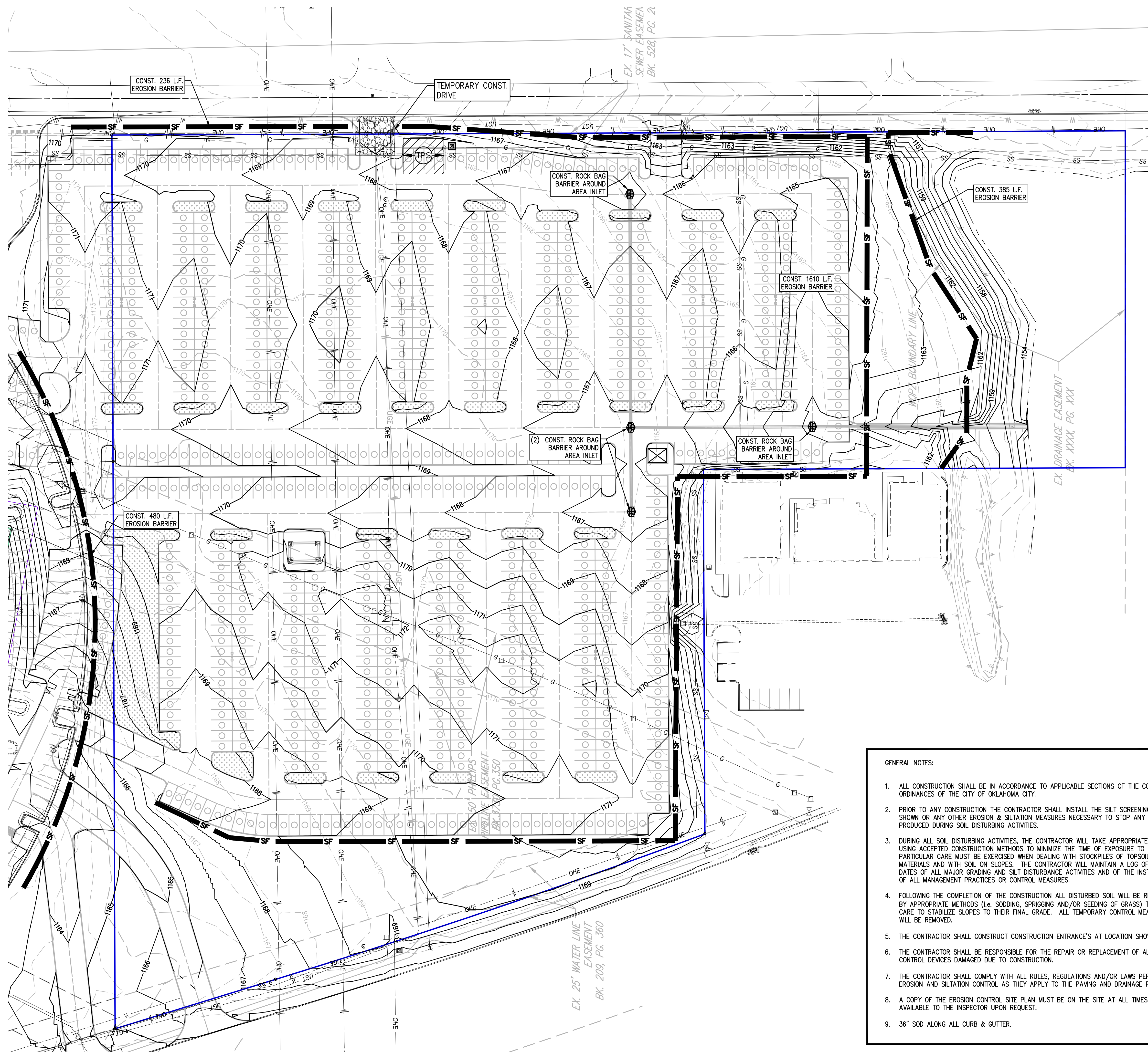
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EROSION CONTROL PLAN

C-502

VICTORY FAMILY CHURCH 2025 PARKING

—



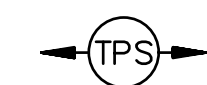
GENERAL NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE TO APPLICABLE SECTIONS OF THE CODE OF ORDINANCES OF THE CITY OF OKLAHOMA CITY.
2. PRIOR TO ANY CONSTRUCTION THE CONTRACTOR SHALL INSTALL THE SILT SCREENING, AS SHOWN OR ANY OTHER EROSION & SILTATION MEASURES NECESSARY TO STOP ANY SEDIMENT PRODUCED DURING SOIL DISTURBING ACTIVITIES.
3. DURING ALL SOIL DISTURBING ACTIVITIES, THE CONTRACTOR WILL TAKE APPROPRIATE STEPS USING ACCEPTED CONSTRUCTION METHODS TO MINIMIZE THE TIME OF EXPOSURE TO RAINFALL. PARTICULAR CARE MUST BE EXERCISED WHEN DEALING WITH STOCKPILES OF TOPSOIL OR FILL MATERIALS AND WITH SOIL ON SLOPES. THE CONTRACTOR WILL MAINTAIN A LOG OF THE DATES OF ALL MAJOR GRADING AND SILT DISTURBANCE ACTIVITIES AND OF THE INSTALLATION OF ALL MANAGEMENT PRACTICES OR CONTROL MEASURES.
4. FOLLOWING THE COMPLETION OF THE CONSTRUCTION ALL DISTURBED SOIL WILL BE RESTORED BY APPROPRIATE METHODS (i.e. SODDING, SPRIGGING AND/OR SEEDING OF GRASS) TAKING CARE TO STABILIZE SLOPES TO THEIR FINAL GRADE. ALL TEMPORARY CONTROL MEASURES WILL BE REMOVED.
5. THE CONTRACTOR SHALL CONSTRUCT CONSTRUCTION ENTRANCE'S AT LOCATION SHOWN.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF ALL EROSION CONTROL DEVICES DAMAGED DUE TO CONSTRUCTION.
7. THE CONTRACTOR SHALL COMPLY WITH ALL RULES, REGULATIONS AND/OR LAWS PERTAINING TO EROSION AND SILTATION CONTROL AS THEY APPLY TO THE PAVING AND DRAINAGE PROJECT.
8. A COPY OF THE EROSION CONTROL SITE PLAN MUST BE ON THE SITE AT ALL TIMES AND AVAILABLE TO THE INSPECTOR UPON REQUEST.
9. 36" SOD ALONG ALL CURB & GUTTER.

WARNING: HIGH PRESSURE PIPELINE(S)

NO EXCAVATION OR CONSTRUCTION IN THIS AREA WITHOUT
ONE-CALL AND WITHOUT CONTACTING PHILLIPS 66 PIPELINE
LLC (P66PL) AT
405-550-2733 - RANDY LINGLE

LEGEND



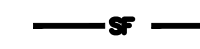
TEMPORARY PARKING AND STORAGE



ROCK CHECK DATA



TEMPORARY STONE CONSTRUCTION EXIT



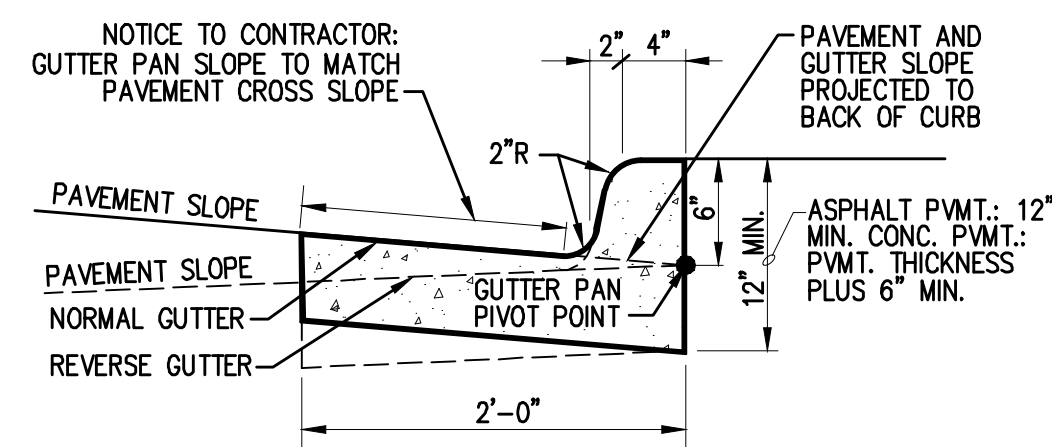
EROSION BARRIER



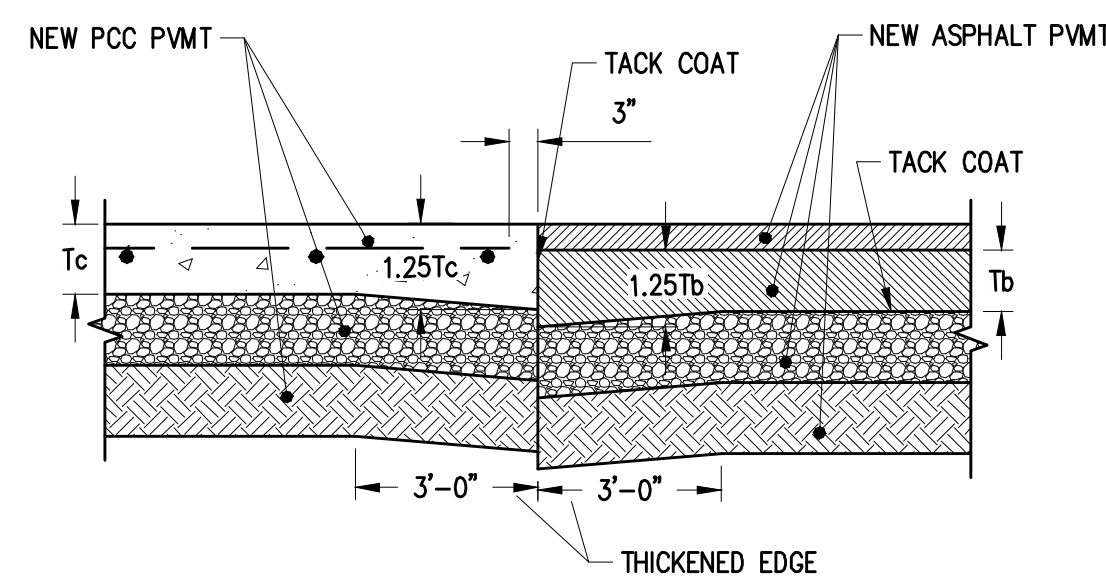
LIMITS OF DISTURBANCE

NOTE: EROSION BARRIER MAY INCLUDE SILT FENCE, ROCK BAGS, TRIANGULAR SILT DIKE OR 50 FT. ESTABLISHED VEGETATIVE BARRIER.

1. CONTRACTOR IS ADVISED TO BE CONSCIOUS OF VARIOUS PAVEMENT CROSS SECTIONS, ESPECIALLY AT INTERSECTIONS AND PARKING LOTS.
2. THE CONTRACTOR SHALL APPLY A TACK COAT TO THE FACE OF THE CONCRETE GUTTER WHERE THE GUTTER CONTACTS ASPHALT.
3. CONCRETE FOR CURB AND GUTTER TO BE CLASS A, 3500 PSI, 5.5 BAG MIX WITH 5-% AIR ENTRAINMENT.
4. ALL CURB AND GUTTER SHALL HAVE A BROOMED FINISH UNLESS OTHERWISE SPECIFIED.
5. SAW CUT JOINTS AT 15' O.C. SEAL WITH ONE PART COLD APPLIED SILICONE JOINT SEALER OR OTHER APPROVED SEALANT. ALL JOINTS TO BE SEALED PRIOR TO FINAL ASPHALT PLACEMENT.
6. PROVIDE 1/2" PREFORMED EXPANSION JOINT MATERIAL (ASPHALT IMPREGNATED FIBERBOARD OR OTHER APPROVED MATERIAL) AT STATIONARY STRUCTURES, (DROP INLETS, END OF CURBS, DRIVEWAYS - SEE DETAIL) OR AS DIRECTED BY ENGINEER.

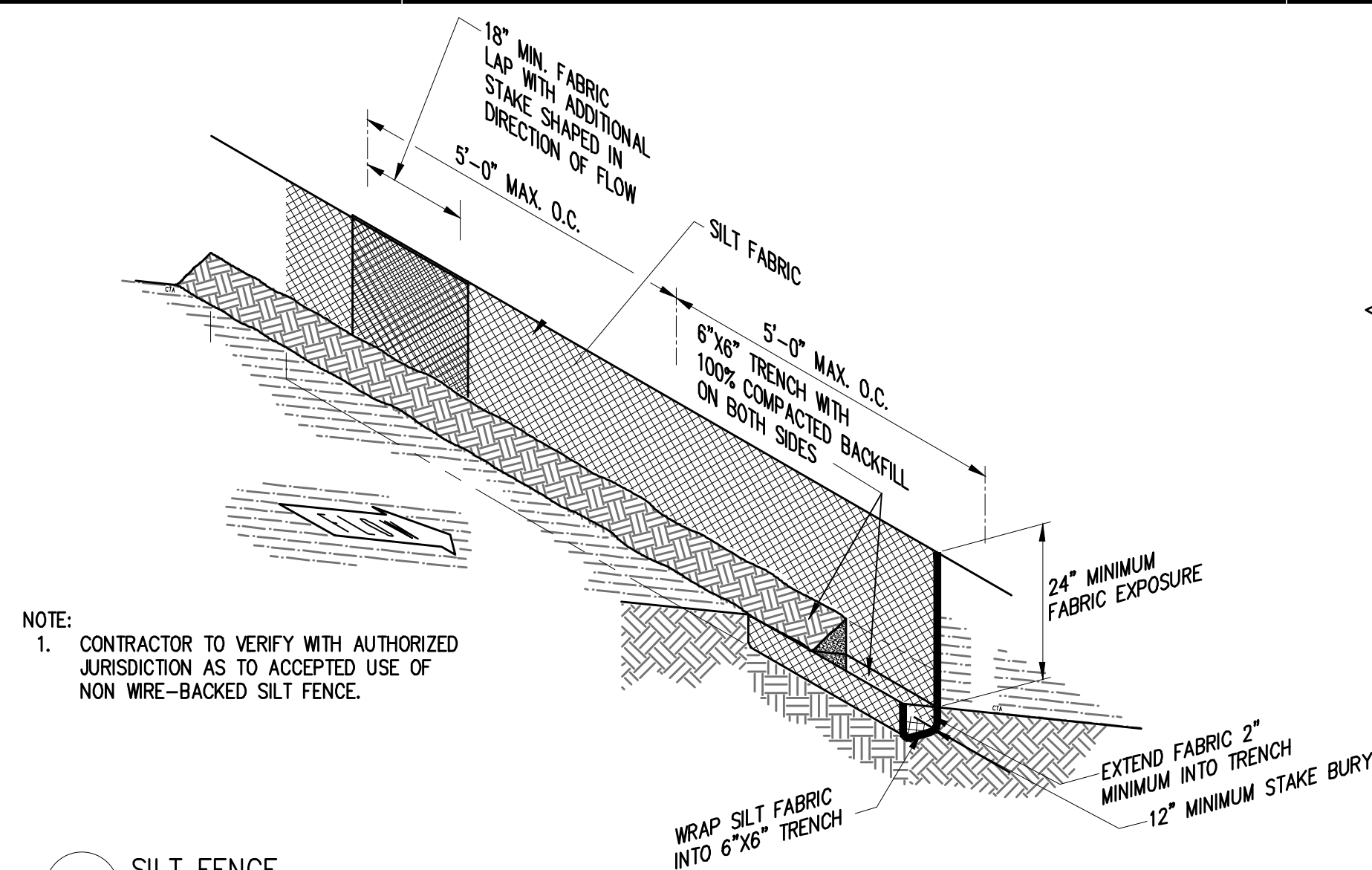


1 STANDARD CURB DETAIL



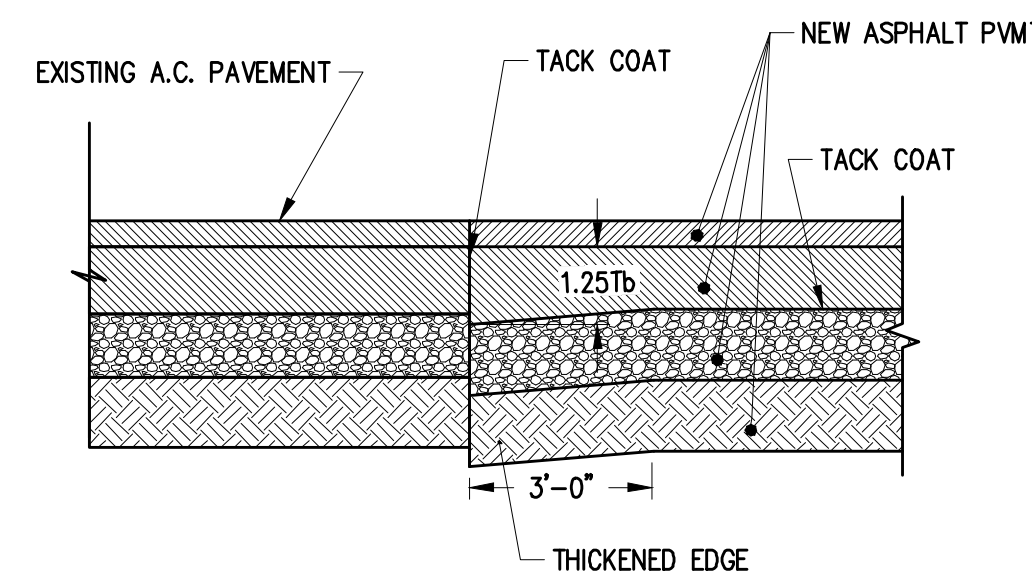
Tc = CONCRETE PVMT THICKNESS
Tb = ASPHALT PVMT THICKNESS

4 PAVEMENT THICKENED EDGE PCC TO ASPHALT
NTS



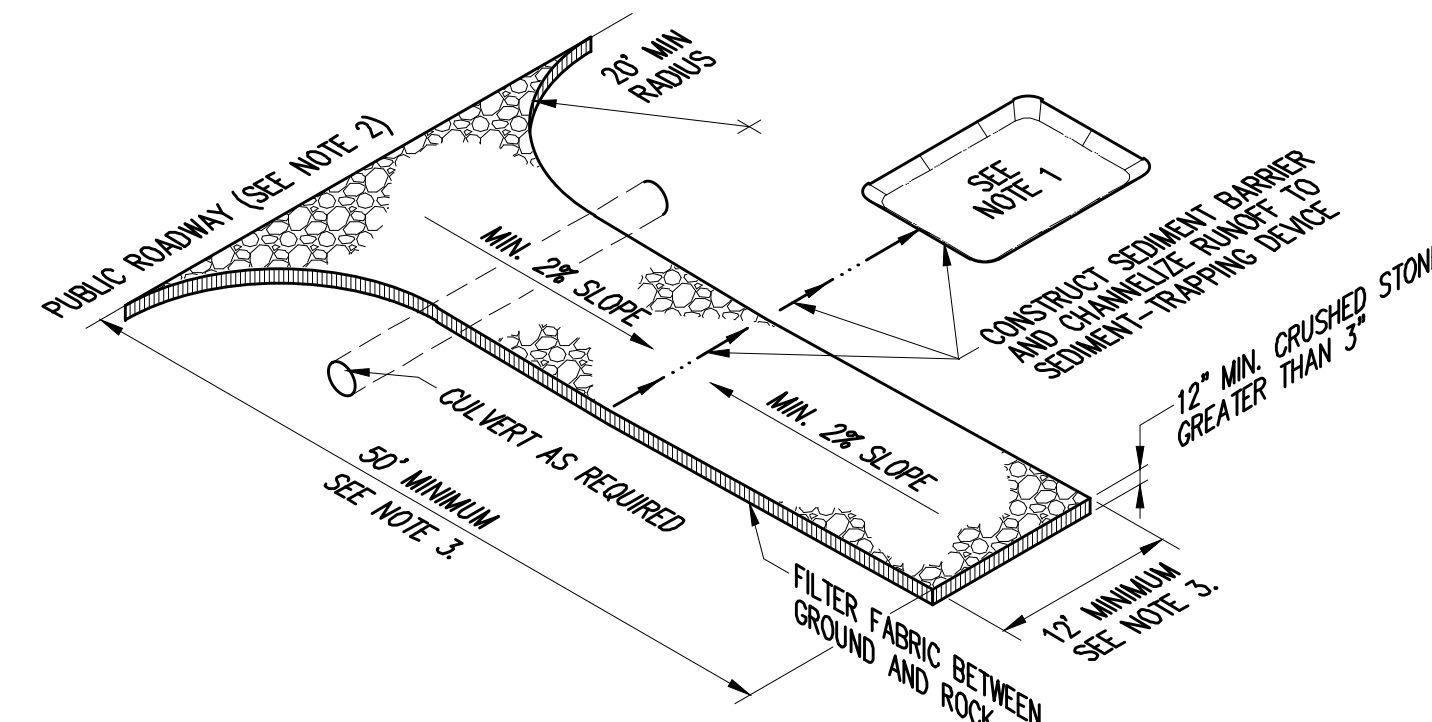
NOTE:
1. CONTRACTOR TO VERIFY WITH AUTHORIZED
JURISDICTION AS TO ACCEPTED USE OF
NON WIRE-BACKED SILT FENCE.

2 SILT FENCE
NTS



Tb = ASPHALT PVMT THICKNESS

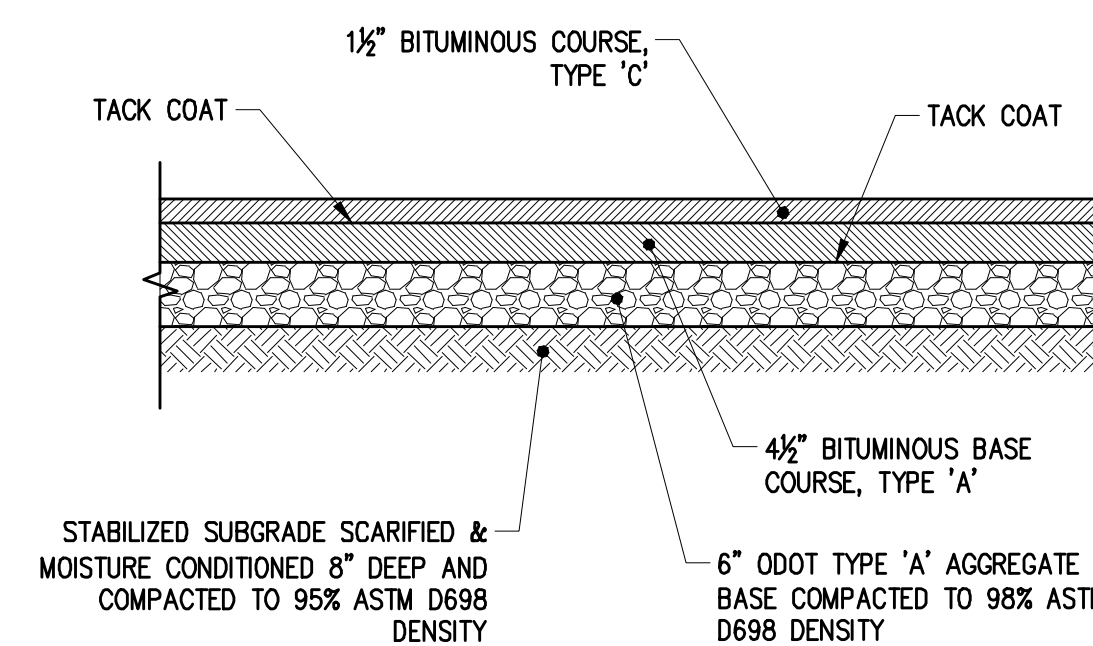
5 PAVEMENT THICKENED EDGE ASPHALT TO EXISTING ASPHALT
NTS



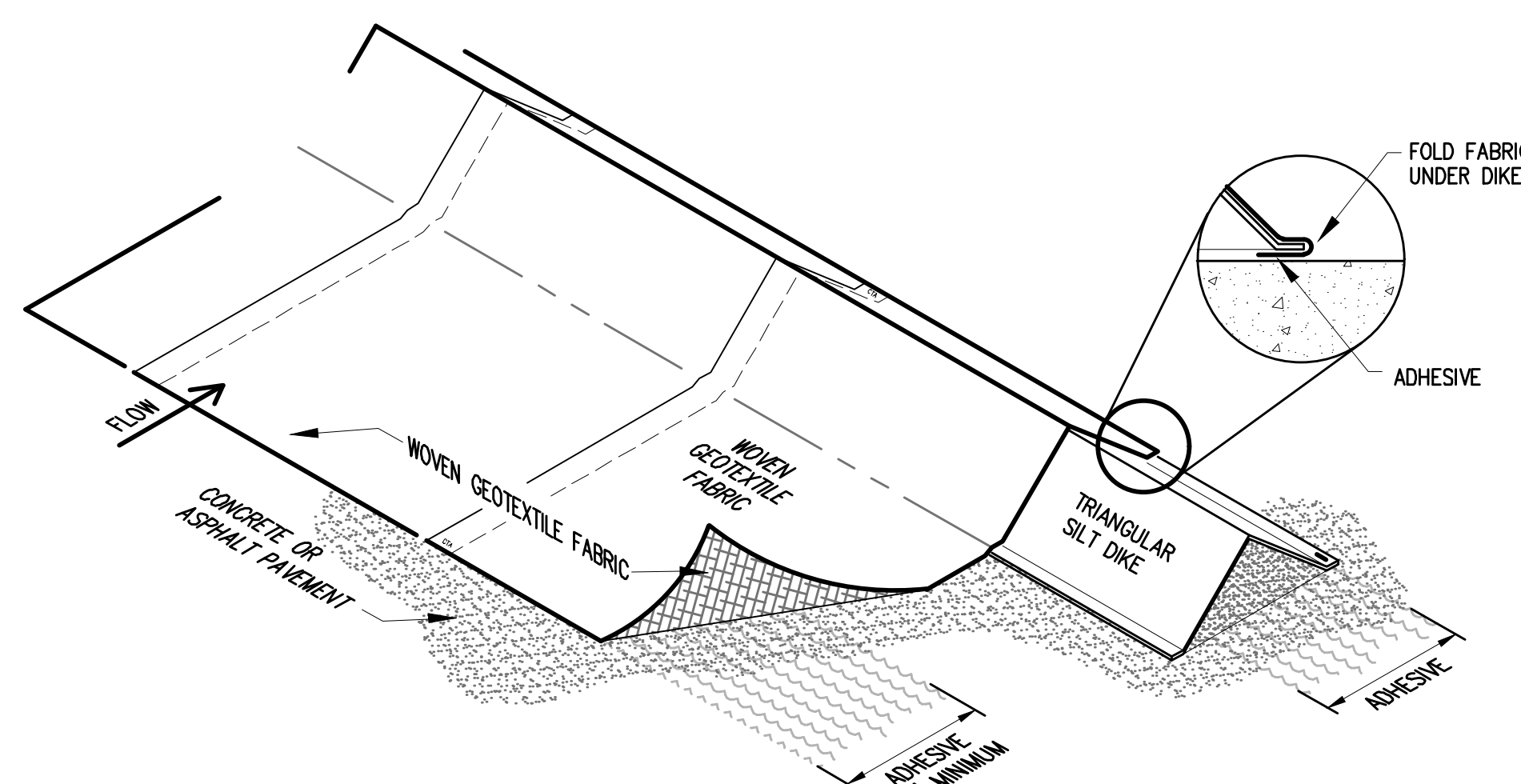
1. IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCE/EXIT IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES EXIT ONTO THE PUBLIC ROADS. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF SITE.
2. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
3. LENGTH AND WIDTH TO SUIT SITE, CONSTRUCTION TRAFFIC AND EFFECTIVENESS W/ 50' MINIMUM.

3 STABILIZED CONSTRUCTION
EXIT (ENTRANCE)
NTS

1. THE SUBGRADE UNDER PAVEMENTS SHALL BE PREPARED IN ACCORDANCE WITH THE OKLAHOMA STATE DEPARTMENT OF TRANSPORTATION (ODOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS (LATEST ADDITION).
2. AGGREGATE BASE COARSE MIXTURES SHALL CONFORM WITH THE GRADATION, COMPACTION AND OTHER REQUIREMENTS SHOWN IN THE OKLAHOMA STATE DEPARTMENT OF TRANSPORTATION (ODOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS (LATEST ADDITION).
3. ASPHALTIC SURFACE AND BINDER COURSES SHALL CONFORM WITH THE REQUIREMENTS SHOWN IN THE OKLAHOMA STATE DEPARTMENT OF TRANSPORTATION (ODOT) STANDARD SPECIFICATIONS AND MATERIALS (LATEST EDITION).
4. THE CONTRACTOR SHALL APPLY A TACK COAT TO THE FACE OF THE CONCRETE GUTTER WHERE THE GUTTER CONTACTS ASPHALT.

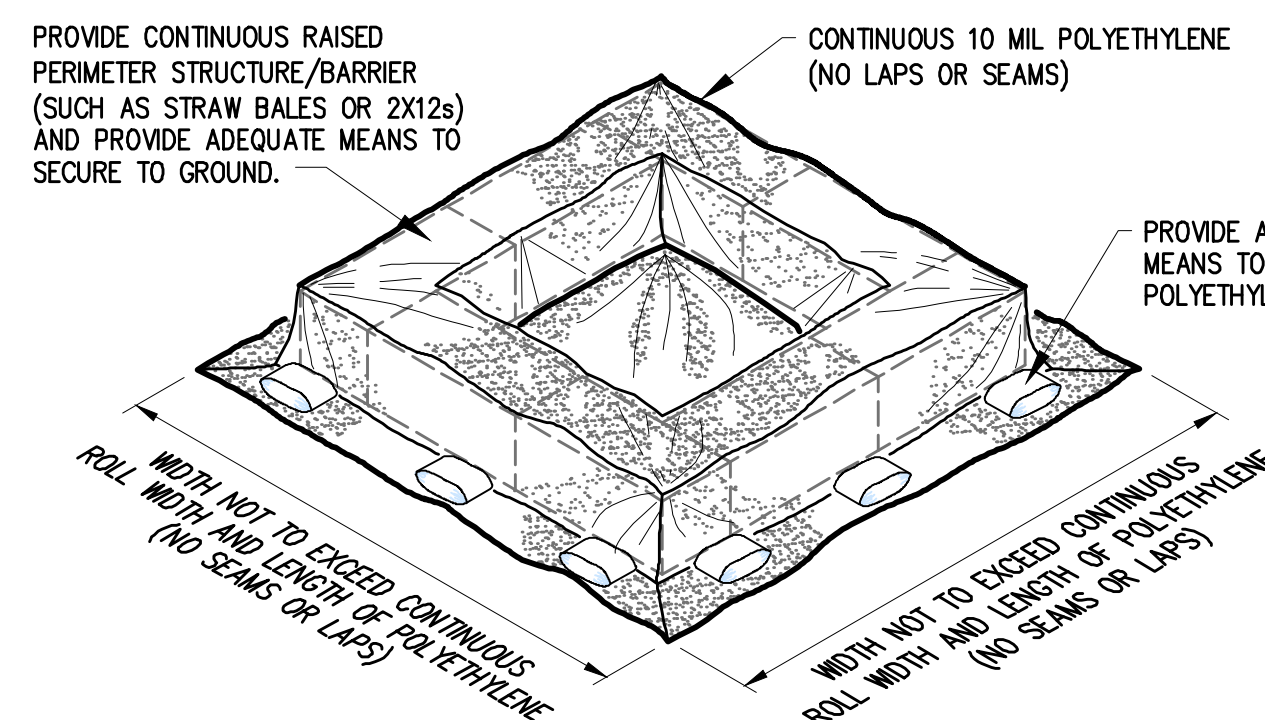


6 HEAVY DUTY ASPHALT PAVING SECTION
NTS



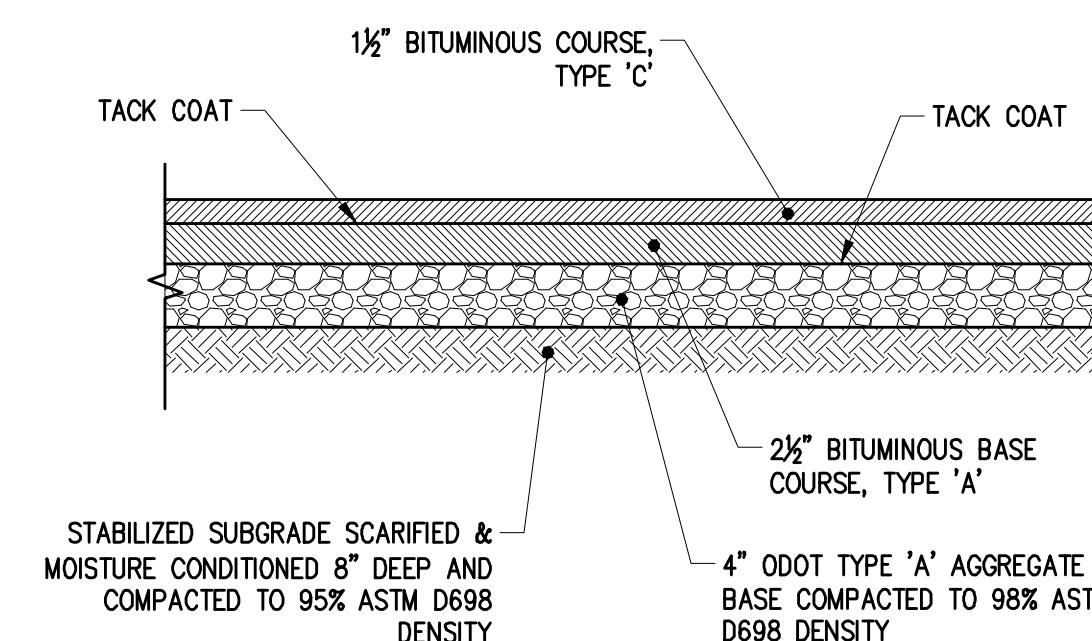
ADHESIVES: CONCRETE PAVEMENT - USE LIQUID NAIL OR APPROVED EQUAL.
ASPHALT PAVEMENT - USE EMULSIFIED ASPHALT.

ADHESIVE SHALL BE PLACED AT FABRIC LAPS AND 20" MINIMUM ALONG EDGES.



7 CONCRETE WASH-OUT BASIN
NTS

1. THE SUBGRADE UNDER PAVEMENTS SHALL BE PREPARED IN ACCORDANCE WITH THE OKLAHOMA STATE DEPARTMENT OF TRANSPORTATION (ODOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS (LATEST ADDITION).
2. AGGREGATE BASE COARSE MIXTURES SHALL CONFORM WITH THE GRADATION, COMPACTION AND OTHER REQUIREMENTS SHOWN IN THE OKLAHOMA STATE DEPARTMENT OF TRANSPORTATION (ODOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS (LATEST ADDITION).
3. ASPHALTIC SURFACE AND BINDER COURSES SHALL CONFORM WITH THE REQUIREMENTS SHOWN IN THE OKLAHOMA STATE DEPARTMENT OF TRANSPORTATION (ODOT) STANDARD SPECIFICATIONS AND MATERIALS (LATEST EDITION).
4. THE CONTRACTOR SHALL APPLY A TACK COAT TO THE FACE OF THE CONCRETE GUTTER WHERE THE GUTTER CONTACTS ASPHALT.



8 STANDARD DUTY ASPHALT PAVING SECTIONS

VICTORY FAMILY CHURCH
2025 PARKING
4343 N. FLOOD AVENUE,
NORMAN, OK

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PROJECT NO: 24608600
ISSUE DATE: 03/27/2025
CONTACT: G. TODD BRAWLEY
QC by:
QC Date:

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EROSION CONTROL & PAVING DETAILS

C-503



-
- Figure 1: Details of Concrete Joints**
- TYPE A EXPANSION JOINT**
 Dimensions: t PLUS 2" (top), t (left), 5'-0" (bottom), 1/4" (top center), 1/8" R. (top center), 1/2 t (left center), 1" (right center), 1/4" (bottom center).
 Components: JOINT SEALER, EXPANSION JOINT, TOoled 1/8" R., 5/8" SMOOTH BAR x 12" LG. x 12" O.C., LUBE THIS END.
- TYPE B LONGITUDINAL CONSTRUCTION JOINT**
 Dimensions: t (left), 1 1/2" (left center), 3/4" (right center).
 Components: TOOL 1/8" R., JOINT SEALER.
- TYPE D TRANSVERSE CONSTRUCTION JOINT**
 Dimensions: t (left), 1/2 t (left center), 1/8" R. (top center), 5/8" SMOOTH DOWEL 12" LG. x 12" O.C. (right center).
 Components: BUTT JOINT FORMED BULK HEAD, JOINT SEALER.
- TYPE A ALTERNATE EXPANSION JOINT**
 Dimensions: t (left), 1/2 t (left center), 1/4" (bottom center).
 Components: JOINT SEALER, EXPANSION JOINT.
- TYPE S LONG. OR TRANS. SAWED CONTRACTION JOINT**
 Dimensions: t (left), 1/4 t (left center), 1/4" (right center).
 Components: TOOL 1/8" R., JOINT SEALER.
- TYPE C TIED TRANSVERSE CONSTRUCTION JOINT**
 Dimensions: t (left), 1/2 t (left center), 1/8" R. (top center), 3/8" DEFORMED BARS 18" LG. x 24" O.C. (right center).
 Components: JOINT SEALER.
- TYPE SH SHRINKAGE JOINT**
 Dimensions: t (left), 1/4 t (left center), 3/4" (right center).
 Components: JOINT SEALER.
- Notes:**
 - HAS HARDENED AND TROWEL WITH 10 FT. STRAIGHT EDGE TO ASSURE SMOOTH AND CONTINUOUS GRADE BETWEEN SLABS - SEE SPECS.
 - HAND FORMED JOINT TO BE PLACED EVERY 90 FT. WHILE CONCRETE IS BEING PLACED IN A PLASTIC STATE IN LIEU OF SAWING "S" JOINT.
- Legend:**
 t = SPECIFIED PAVEMENT THICKNESS

CONCRETE TO BE MINIMUM 4,000 P.S.I., 28 DAYS

7" PCC PAVEMENT 4,500 COMPRESSIVE STRENGTH @ 28 DAYS

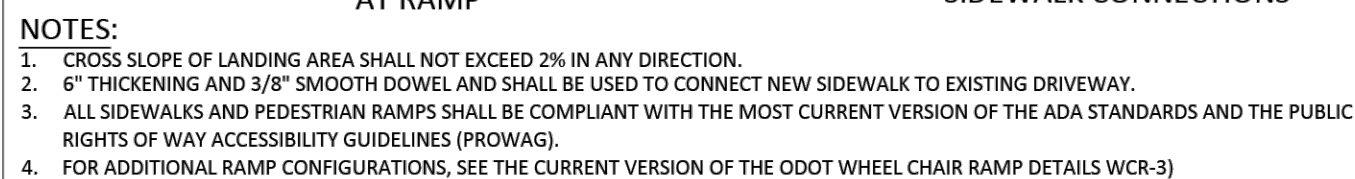
#4 @ 14" OCEW SUPPORTED ON BAR CHAIRS

2.5" CLR

STABILIZED SUBGRADE SCARIFIED 8" DEEP AND COMPACTED TO 95% ASTM D698 DENSITY

4" ODOT TYPE 'A' AGGREGATE BASE COMPACTED TO 98% ASTM D698 DENSITY

3 HEAVY DUTY CONCRETE PAVING SECTION
NTS



CITY ENGINEER APPROVAL:		CITY OF NORMAN, OKLAHOMA	
APPROVAL DATE:	REVISION DATE: 02/2023	REV. NO. 00	DRAWING NO. ST 18

VICTORY FAMILY CHURCH
2025 PARKING
4343 N. FLOOD AVENUE,
NORMAN, OK

[illegible]

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PROJECT NO: 24608600
ISSUE DATE: 03/27/2025
CONTACT: G. TODD BRAWLEY
QC by:
QC Date:

A circular professional engineer seal for G. Todd Brawley, License No. 16874, State of Oklahoma. The seal features the text "LICENSED PROFESSIONAL ENGINEER" around the top inner edge and "OKLAHOMA" around the bottom inner edge. The center contains the name "G. TODD BRAWLEY" and the license number "16874". The seal is surrounded by a decorative border.

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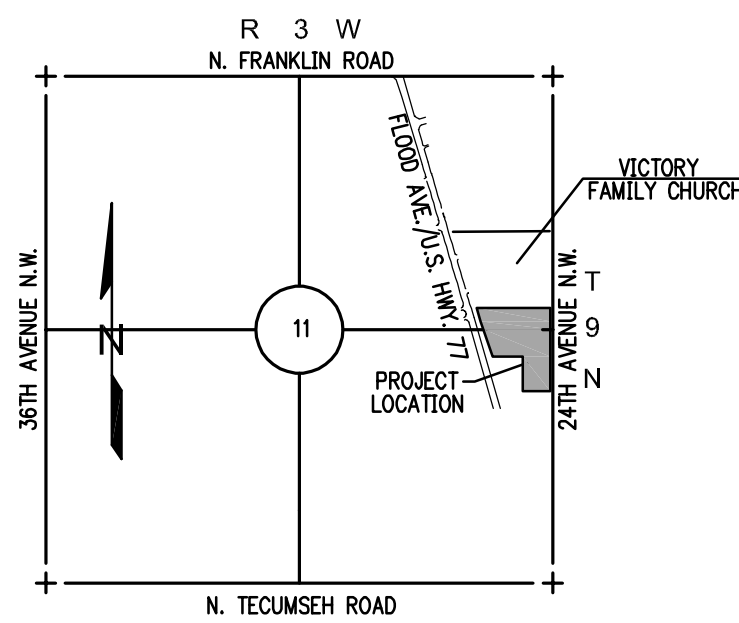
C-504

PRELIMINARY PLAT

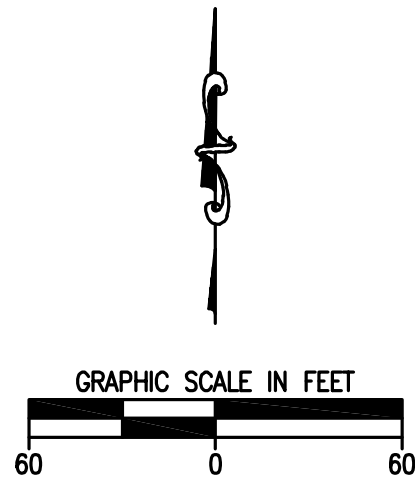
OF

VICTORY FAMILY CHURCH 2024 PARKING

A PART OF THE SE/4 AND NE/4 OF SECTION 11, T9N, R3W, I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA



LOCATION MAP
SCALE: 1" = 2000'



- ① SET 3/8" IRON PIN "CTA CA973"
② FOUND 1/2" IRON PIN DTM "CA6391"
③ FOUND 1/2" IRON PIN NO CAP
④ FOUND 1/2" IRON PIN "CA2054"

ZONING

EXISTING: I-1 INDUSTRIAL
PROPOSED: I-1 INDUSTRIAL
NO CHANGE

OWNER/DEVELOPER

VICTORY FAMILY CHURCH, INC.
4343 N. FLOOD AVENUE
NORMAN, OK 73069
PH: 405.642.6162

LEGEND

P.O.B. POINT OF BEGINNING
EX. EXISTING
BK. BOOK
PG. PAGE
R/W RIGHT-OF-WAY
BL. BUILDING LIMIT LINE
UE. UTILITY EASEMENT
DE. DRAINAGE EASEMENT
STAT. STATUTORY

(WQPZ) WATER QUALITY PROTECTION ZONE

NOTE: THERE SHALL BE NO CLEARING, GRADING, CONSTRUCTION OR DISTURBANCE OF VEGETATION WITHIN THE WATER QUALITY PROTECTION ZONE (WQPZ) EASEMENT EXCEPT AS PERMITTED BY THE DIRECTOR OF PUBLIC WORKS UNLESS SUCH DISTURBANCE IS DONE IN ACCORDANCE WITH [SUBSECTION] 19-514(E) OF THE NORMAN CITY CODE.

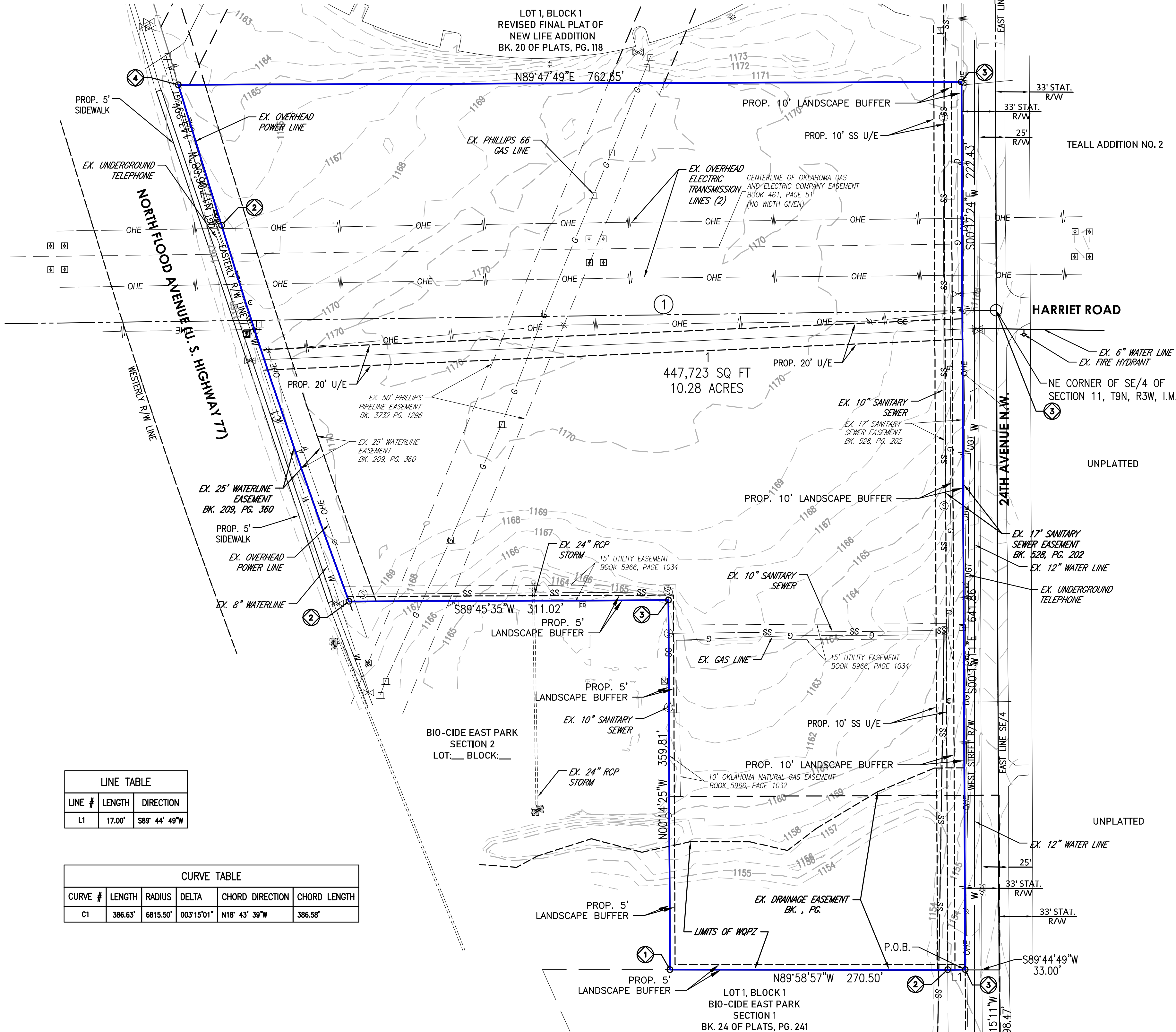
NOTE: THE WQPZ IS SUBJECT TO PROTECTIVE COVENANTS THAT MAY BE FOUND IN THE LAND RECORDS AND THAT RESTRICT DISTURBANCE AND USE OF THESE AREAS.

STORM DRAINAGE DETENTION FACILITY EASEMENT

DRAINAGE DETENTION FACILITY EASEMENTS ARE HERE BY 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 OWNER(S) IN THE PLAT OF VICTORY FAMILY CHURCH 2024 PARKING; 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 ENGINEER, CORRECTIVE MAINTENANCE MAY BE PERFORMED BY THE GOVERNING JURISDICTION WITH COSTS ASSESSED TO AND BORNE UPON SAID PROPERTY OWNER(S). OFFICIALS REPRESENTING THE PUBLIC WORKS DEPARTMENT SHALL HAVE THE RIGHT TO ENTER UPON THE EASEMENT FOR PURPOSES OF PERIODIC INSPECTION AND/OR CORRECTIVE MAINTENANCE OF THE FACILITY, UPON RECEIVING WRITTEN APPROVAL FROM THE PUBLIC WORKS DEPARTMENT, PROPERTY OWNER(S) MAY CONSTRUCT IMPROVEMENTS WITHIN THE EASEMENT, PROVIDED THE IMPROVEMENT DOES NOT INTERFERE WITH THE FUNCTION OF THE DETENTION FACILITY.

ADDRESSES

Any addresses shown on this plat were accurate at the time this plat was filed. Addresses are subject to change and should never be relied upon in place of legal description.



LINE TABLE			
LINE #	LENGTH	DIRECTION	
L1	17.00'	S89° 44' 49"W	

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION
C1	386.63'	6815.50'	003°15'01"	N18° 43' 39"W

NOTES

- THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS; AND THAT SAID FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 11 SECTION 41-108 OF THE OKLAHOMA STATE STATUTES.
- CENTERLINE OF ROADWAY MONUMENTS SHALL BE AS FOLLOWS:
MAGNETIC NAIL WITH WASHER STAMPED "CTA CA973" FOR ALL PAVED SURFACES.
- PROPERTY CORNER MONUMENTS SET SHALL BE:
3/8" IRON ROD WITH A PLASTIC CAP STAMPED "CTA CA973".
- ALL IMPROVEMENTS LOCATED WITHIN THE PHILLIPS 66 50' RIGHT OF WAY AND THE 100' NO BUILD AREA HAS BEEN APPROVED BY PHILLIPS 66, ENCROACHMENT AGREEMENT # R 2016-5432.
- THERE SHALL BE NO CLEARING, GRADING, CONSTRUCTION OR DISTURBANCE OF VEGETATION WITHIN THE WATER QUALITY PROTECTION ZONE (WQPZ) EASEMENT EXCEPT AS PERMITTED BY THE DIRECTOR OF PUBLIC WORKS UNLESS SUCH DISTURBANCE IS DONE IN ACCORDANCE WITH [SUBSECTION] 19-514(E) OF THE NORMAN CITY CODE.
- PORTIONS OF SUBJECT TRACT FALL WITHIN A SPECIAL FLOOD HAZARD AREA, AS DESCRIBED ON THE FLOOD INSURANCE RATE MAPS FOR THE COMMUNITY IN WHICH THE PROPERTY IS LOCATED. SHOWN HEREON USING GIS DATA PROVIDED BY FEMA AS A PART OF THE NFHL.
FIRM PANEL: 40027C0190K
EFFECTIVE DATE: 01/15/2021

THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S). IN ADDITION, THE ABOVE STATEMENT DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING.

ZONE X (SHADED) - AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

- BENCHMARK #1 - FOUND BRASS CAP STAMPED "CA2054" ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 77.

NORTHING: 705877.72
EASTING: 2123692.73
ELEVATION: 1148.99

LEGAL DESCRIPTION

A tract of land situated in the Southeast Quarter (SE/4) and the Northeast Quarter (NE/4) of Section Eleven (11), Township Nine (9) North, Range Three (3) West of the Indian Meridian, City of Norman, Cleveland County, Oklahoma; said tract being that same parcel described in Warranty Deed recorded in Book 6215, Page 1232; said tract being more particularly described as follows, to wit:

COMMENCING at the Southeast corner of said SE/4; thence
N00°15'11"W along the East line of said SE/4 a distance of 1998.47 feet; thence
S89°44'49"W a distance of 33.00 feet to a point on the statutory Right of Way line of NW 24th Avenue, same being the POINT OF BEGINNING; thence continuing

S89°44'49"W a distance of 17.00 feet to the Northeast corner of Lot 1, Block 1, Bio-Cide East Park Section 1, an addition to the City of Norman, Cleveland County, Oklahoma, said plat being recorded in Book 24 of Plats, Page 241; thence
N89°58'57"W along the North line of said Lot 1 a distance of 270.50 feet; thence
N00°14'25"W a distance of 359.81 feet; thence
S89°45'35"W a distance of 311.02 feet to a point of curvature on the present Easterly Right-of-Way line of US Highway 77 (North Flood Avenue); thence along said line the following two (2) courses:

- Northerly along a curve to the right having a radius of 6815.50 feet, a chord bearing N18°43'39"W and a chord distance of 386.58 feet, for an arc distance of 386.63 feet; thence
- N17°06'08"W a distance of 143.29 feet to a point on the South line of Lot 1, Block 1, Revised Final Plat of New Life Addition, an addition to the City of Norman, Cleveland County, Oklahoma, said plat being recorded in Book 20 of Plats, Page 118; thence

N89°47'49"E along the South line of said Lot 1 extended, a distance of 762.65 feet; thence
S00°12'24"E, parallel with and 33.00 feet distant from the East line of said NE/4, a distance of 222.43 feet; thence
S00°15'11"E, parallel with and 33.00 feet distant from the East line of said SE/4, a distance of 641.86 feet to the POINT OF BEGINNING.

Said tract contains 447,723 Square Feet or 10.28 Acres, more or less.

PRELIMINARY PLAT
VICTORY FAMILY CHURCH 2024 PARKING



Crafton Tull
architectural engineering & surveying
405.787.8270 | 405.787.8274
www.craftontull.com

CERTIFICATE OF AUTHORIZATION
C-1973 (REVISED) EXPIRES 06/30/2024

SHEET NO.: 1 of 1
DATE: 03/27/25
PROJECT NO.: 24608600



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/10/2025

REQUESTER: Victory Family Church, Inc.

PRESENTER: Justin Fish, Planner I

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-35: 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 CHURCH, TEMPLE, OR OTHER PLACE OF WORSHIP, IN THE I-1, LIGHT INDUSTRIAL DISTRICT FOR THE SOUTHEAST QUARTER (SE/4) AND THE NORTHEAST QUARTER (NE/4) OF SECTION ELEVEN (11), TOWNSHIP NINE (9) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ON THE EAST SIDE OF N. FLOOD AVE., NORTH OF THE INTERSECTION OF N. FLOOD AVE. AND 24TH AVE. N.W.)

APPLICANT/REPRESENTATIVE	Victory Family Church, Inc.
LOCATION	Generally located on the east side of N Flood Avenue, north of the intersection of N Flood Avenue and 24 th Avenue NW
WARD	8
CORE AREA	No
REQUESTED ACTION	Rezoning from I-1, Light Industrial District, to I-1, Light Industrial District, with Special Use for a Church, Temple, or Other Place of Worship
LAND USE PLAN DESIGNATION	Industrial
GROWTH AREA DESIGNATION	Current Urban Service Area

BACKGROUND:

The subject parcel is currently zoned I-1, Light Industrial District. The applicant is requesting Special Use for a Church, Temple or other Place of Worship, to construct an overflow parking area for the existing Victory Family Church on the adjacent parcel to the north. The subject parcel is approximately 10.28 acres and is currently vacant, except for a large transmission tower carrying electric transmission lines across the site. The applicant has been informed that the project must meet all Zoning Ordinance requirements including landscaping and commercial outdoor lighting standards.

PROCEDURAL REQUIREMENTS:**GREENBELT MEETING: GBC25-08, March 18, 2025**

No greenbelt opportunity was found. Item was placed on the Consent Docket. Greenbelt Commissioners forward GBC 25-08, with no additional comments.

PRE-DEVELOPMENT: PD25-08, March 27, 2025

No neighbors were in attendance.

BOARD OF PARKS COMMISSIONERS:

Parkland dedication is not required for this application.

ZONING ORDINANCE CITATION: A Special Use request shall be reviewed and evaluated on the following criteria according to Sec. 36-560, Special Uses:

1. Conformance with applicable regulations and standards established by the Zoning Regulations.
2. Compatibility with existing or permitted uses on abutting sites, in terms of building height, bulk and scale, setbacks and open spaces, landscaping and site development, and access and circulation features.
3. Potentially unfavorable effects or impacts on other existing or permitted uses on abutting sites, to the extent such impacts exceed those which reasonably may result from use of the site by a permitted use. (NOTE: Throughout this Section, "Permitted Use" means any use authorized as a matter of right under the applicable zoning district.)
4. Modifications to the site plan which would result in increased compatibility, or would mitigate potentially unfavorable impacts, or would be necessary to conform to applicable regulations and standards and to protect the public health, safety, morals, and general welfare.
5. Safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed "Special Use" and other uses authorized and anticipated in the area, considering existing zoning and land uses in the area.

6. That any conditions applicable to approval are the minimum necessary to minimize potentially unfavorable impacts on nearby uses and to ensure compatibility of the proposed "Special Use" with existing or permitted uses in the surrounding area.

STAFF ANALYSIS:

The applicant proposes construction of an overflow parking area to be used by the Victory Family Church. The proposed parking area will tie into the church's existing parking area. The existing zoning of the parcels to the north, south, and west of the subject parcel are I-1, Light Industrial District. The parcel to the north also has Special Use for a Church, Temple, or other Place of Worship. The parcels to the east across 24th Avenue NW are zoned O-1, Office-Institutional District, with a Special Use, and A-1, General Agricultural District. Through a separate application, not part of this zoning request, Victory Family Church plans to expand its existing building on the parcel located north of the subject parcel. This expansion will result in the loss of some existing parking. To accommodate this loss in available parking and prepare for the anticipated increase in parking demand, Victory Family Church has requested this Special Use to construct the proposed overflow parking area on the subject parcel. This new overflow parking area consists of approximately 871 parking spaces and will cover approximately 67% of the subject parcel in impervious material. The proposed development exceeds the required landscaping requirements per, 36-551, Landscaping Requirements For Off-Street Parking Facilities, which requires at least 15 square feet of interior landscaping for each parking space excluding those spaces abutting a perimeter.

ALTERNATIVES/ISSUES:

IMPACTS: The development of an overflow parking area on this site is not foreseen to be detrimental to the surrounding uses. The proposed overflow parking area would likely see use only on days where services or events are being held by the Victory Family Church. Traffic generation is also not foreseen to be detrimental to the surrounding area as the proposed development will generate fewer peak hour trips than standard developments typically seen in areas zoned I-1, Light Industrial District. As part of Victory Family Church's plans for expansion, the drive located north of Venture Drive will be relocated to align with Venture Drive for a future traffic signal.

OTHER AGENCY COMMENTS:

FIRE DEPARTMENT AND BUILDING PERMIT REVIEW: Items regarding fire hydrants, fire and building codes will be considered at the building permit stage.

PUBLIC WORKS/ENGINEERING: See the attached report from Engineering regarding the accompanying preliminary plat application.

TRAFFIC ENGINEER: No traffic study was required because fewer than 100 peak hour trips would be generated by the application.

UTILITIES: No utilities are needed for this parking lot project.

CONCLUSION: Staff forwards this request for a Special Use for a Church, Temple, or other Place of Worship and Ordinance O-2425-35 for consideration by Planning Commission and recommendation to City Council.

5. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-100: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) AND THE NORTHEAST QUARTER (NE/4) OF SECTION ELEVEN (11), TOWNSHIP NINE (9) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, FROM THE INDUSTRIAL DESIGNATION AND PLACE THE SAME IN THE INSTITUTIONAL DESIGNATION. (GENERALLY LOCATED ON THE EAST SIDE OF N. FLOOD AVE., NORTH OF THE INTERSECTION OF N. FLOOD AVE. AND 24TH AVE. N.W.)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. 2025 Land Use Plan
3. Pre-Development Summary

6. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-35: 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 CHURCH, TEMPLE, OR OTHER PLACE OF WORSHIP, IN THE I-1, LIGHT INDUSTRIAL DISTRICT FOR THE SOUTHEAST QUARTER (SE/4) AND THE NORTHEAST QUARTER (NE/4) OF SECTION ELEVEN (11), TOWNSHIP NINE (9) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ON THE EAST SIDE OF N. FLOOD AVE., NORTH OF THE INTERSECTION OF N. FLOOD AVE. AND 24TH AVE. N.W.)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Location Map
3. Site Plans
4. Preliminary Plat

7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2425-11: CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY VICTORY FAMILY CHURCH, INC. (CRAFTON TULL) FOR VICTORY FAMILY CHURCH 2024 PARKING (FORMERLY BIO-CIDE EAST PARK ADDITION) FOR 10.28 ACRES OF PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF N. FLOOD AVE., NORTH OF THE INTERSECTION OF N. FLOOD AVE. AND 24TH AVE. N.W.

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Location Map
3. Preliminary Plat

Staff Presentation

Justin Fish, Planner I, presented the staff report.

Commissioner Jablonski explained concerns regarding the amount of impervious surface.

Applicant Presentation

There was no applicant presentation.

Commissioners asked if landscaping will be used to mitigate effects of the heat produced by the pavement. There was also a question of whether Low Impact Development techniques will be used to handle stormwater run-off.

Christian Hagen, PE, Crafton Tull, Representative of the Applicant, responded to Commission comments. Mr. Hagen responded the Applicant will follow all landscaping requirements. He also stated no Low Impact Development techniques are planned for the development at this time.

Public Comment

There were no public comments.

Commission Discussion

Commissioner Jablonski explained this is a large parking lot which will be used minimally and will generate large amounts of heat.

Commissioner Bird advised the applicant look for ways to utilize the space when it is not being used for parking.

Motion by Commissioner McDaniel to recommend approval of Resolution R-2425-100, Ordinance O-2425-35, and PP-2425-11; **Second** by Commissioner Parker.

The motion passed with a vote of 8-1. Commissioner Jablonski voted against.

File Attachments for Item:

12. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-36 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 GRANT SPECIAL USE FOR A BAR, LOUNGE, OR TAVERN IN THE C-3, INTENSIVE COMMERCIAL DISTRICT FOR LOTS ONE (1), TWO (2), IN BLOCK THIRTY-TWO (32), OF THE ORIGINAL TOWN OF NORMAN OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (101 S. PORTER AVE.)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/13/2025

REQUESTER: Eric & Robin Frederickson

PRESENTER: Jane Hudson, Planning & Community Development Director

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-36 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 GRANT SPECIAL USE FOR A BAR, LOUNGE, OR TAVERN IN THE C-3, INTENSIVE COMMERCIAL DISTRICT FOR LOTS ONE (1), TWO (2), IN BLOCK THIRTY-TWO (32), OF THE ORIGINAL TOWN OF NORMAN OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (101 S. PORTER AVE.)

APPLICANT: Eric and Robin Frederickson

LOCATION: 101 S. Porter Ave.

WARD: 4

REQUESTED ACTION: Rezoning from C-3, Intensive Commercial District, to C-3, Intensive Commercial District, with Special Use for a Bar, Lounge or Tavern.

LAND USE PLAN DESIGNATION: Commercial

GROWTH AREA DESIGNATION: Current Urban Service Area

BACKGROUND: The subject property is currently zoned C-3, Intensive Commercial District, and located within the Porter Corridor Zoning Overlay District. Use of a bar, lounge, or tavern is not permitted in C-3 unless a Special Use is granted. The structure is situated in an active commercial corridor at the intersection of Porter Avenue and Main Street. Previously a restaurant, the structure is currently vacant. The applicant intends to lease approximately 1,400 square-feet on this site. The Site Plan submitted demonstrates the lease area. The most southern portion of the structure(s) is not included in this request. The request does include the outdoor seating area, as shown on the Site Plan. The applicant intends to remodel/redesign the

structure to operate a social club with an outdoor patio seating area, a full bar, and food service. The Special Use will apply only to the leased portion of the property, not the property in full. The applicant has been informed the project must meet all pertinent Zoning Ordinance requirements for commercial projects, including landscaping, exterior appearance requirements, and commercial outdoor lighting standards.

PROCEDURAL REQUIREMENTS:

GREENBELT COMMISSION MEETING: This property is already platted, therefore Greenbelt was not a requirement.

PRE-DEVELOPMENT: PD25- 09, March 27, 2025

The meeting began at 5:30 PM, with one neighbor who had questions regarding building code and occupant loads. The applicant explained that they intend to lease a 1,400 sf area for a social club, further describing it as a lounge with a bar and food service. There was discussion of the buildings' age, 100-years, and how the Americans with Disabilities Act (ADA) applies. Staff advised the neighbor contact the Permit Services Manager, Development Services, to answer those questions. There were no further concerns.

BOARD OF PARKS COMMISSIONERS: This project was not required to present at the Board of Parks Commissioners because it is not a residential preliminary plat.

ZONING ORDINANCE CITATION: A Special Use request shall be reviewed and evaluated on the following criteria according to Sec. 36-560, Special Uses:

1. Conformance with applicable regulations and standards established by the Zoning Regulations.
2. Compatibility with existing or permitted uses on abutting sites, in terms of building height, bulk and scale, setbacks and open spaces, landscaping and site development, and access and circulation features.
3. Potentially unfavorable effects or impacts on other existing or permitted uses on abutting sites, to the extent such impacts exceed those which reasonably may result from use of the site by a permitted use. (NOTE: Throughout this Section, "Permitted Use" means any use authorized as a matter of right under the applicable zoning district.)
4. Modifications to the site plan which would result in increased compatibility, or would mitigate potentially unfavorable impacts, or would be necessary to conform to applicable regulations and standards and to protect the public health, safety, morals, and general welfare.
5. Safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed "Special Use" and other uses authorized and anticipated in the area, considering existing zoning and land uses in the area.

6. That any conditions applicable to approval are the minimum necessary to minimize potentially unfavorable impacts on nearby uses and to ensure compatibility of the proposed "Special Use" with existing or permitted uses in the surrounding area.

36-539 PCZOD, Porter Corridor Zoning Overlay District

- (a) *Purpose.* The purpose of this overlay district is to provide regulations that create a buffer between commercial and residential areas that protects both land use types yet encourages redevelopment of the Porter Avenue Corridor based on the vision and policies of the Plan whose boundaries are shown on exhibit A, dated July 1, 2010, attached hereto and made a part hereof.
- (b) *Intent.* Porter Avenue is a central corridor within the City. It has historical significance as a former U.S. highway and for decades was the City's thriving automotive business corridor. Porter Avenue is also a gateway to downtown Norman and has the opportunity to become an extension of Main Street. Due to Porter Avenue's significance and potential for redevelopment within the City, the PCZOD, Porter Corridor Zoning Overlay District is established. It is intended as a first step to provide the following for properties at the commercial/residential edge:
- (1) Balance business interests along the corridor with the interests of adjacent neighborhoods;
 - (2) Maintain the integrity and improve viability of the adjacent residential neighborhoods;
 - (3) Emphasize pedestrian movement and pedestrian orientation of streets and buildings;
 - (4) Ensure that new development and expansion of existing commercial and institutional uses are compatible with existing uses, with the historic scale and character of the area, and with adjacent residential uses;
 - (5) Maintain and enhance property values.

STAFF ANALYSIS: The applicant proposes to refurbish the interior and complete exterior modifications to the approximately 1,400 square-foot area of lease space; the applicant requests to create a bar with food service and an outdoor seating area. To facilitate the installation of the outdoor seating area, the on-site off-street parking facilities will be removed. Within the C-3 District, on-site parking is not required for commercial projects per 36-548 (C). Further, the removal of the parking along the property's frontage emphasizes pedestrian movement and orientation through the site. As outlined in the Porter Corridor Overlay Zoning District, the intent of redevelopment in this area is to "*Emphasize pedestrian movement and pedestrian orientation of streets and buildings.*" The project area is surrounded by restaurants, bars, and retail, including Blue Bonnet, Prohibition Lounge, Lazy Circles Brewing, and various commercial and retail establishments. The development of an additional bar or lounge would be compatible with the existing uses. The proposed development will offer additional landscaping planters, including an outdoor seating area, with decorative fencing. The applicant intends to meet all applicable regulations and standards for the Special Use of Bar, Lounge or Tavern, and any additional recommendations deemed necessary from the Planning Commission or City Council.

ALTERNATIVES/ISSUES:

IMPACTS: The surrounding area currently has access to City utilities, including water, sewer, and stormwater, making the subject property suitable for redevelopment. No adverse impacts are anticipated.

OTHER AGENCY COMMENTS

FIRE DEPARTMENT AND BUILDING PERMIT REVIEW: Items regarding fire hydrants, fire and building codes will be considered at the building permit stage.

PUBLIC WORKS: The subject property is platted as part of the Norman Old Town plat.

TRAFFIC ENGINEER: The City Traffic Engineer stated a Traffic Impact Analysis (TIA) was not required for this proposed development.

UTILITIES: Water and sewer are adjacent to the existing property and available for connection.

CONCLUSION: Staff forwards this request for Special Use of a Bar, Lounge or Tavern, in the C-3, Intensive Commercial District, and Ordinance O-2425-36 for consideration by City Council.

PLANNING COMMISSION RESULTS: At their meeting of April 10, 2025, the Planning Commission recommended approval of Ordinance O-2425-36 by a vote of 9-0.

O-2425-36

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 BAR, LOUNGE, OR TAVERN IN THE C-3, INTENSIVE COMMERCIAL DISTRICT FOR LOTS ONE (1), TWO (2), IN BLOCK THIRTY-TWO (32), OF THE ORIGINAL TOWN OF NORMAN OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (101 S. PORTER AVE.)

- § 1. WHEREAS, EDO, LLC has made application to have Special Use for a Bar, Lounge, or Tavern on the property described below in the C-3, Intensive 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 April 10, 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 Bar, Lounge, or Tavern in the C-3, Intensive Commercial District, for the following described property, to wit:

Lots One (1), Two (2), in Block Thirty-two (32), of THE ORIGINAL TOWN OF NORMAN, to Cleveland County, Oklahoma, according to the recorded plat thereof.

Said tract contains 0.42 acres more or less.

§ 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, Floor 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

NOT ADOPTED this _____ day of

_____, 2025.

_____, 2025.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)

Central Norman
Zoning Overlay District

Porter Corridor
Zoning Overlay District

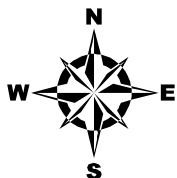
Subject Tract

Item 12.

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.



March 7, 2025

0 75 150 Ft.



Subject Tract



Zoning

171

SITE PLAN

Address:
101 S PORTER AVE
NORMAN, OK 73071

Assessor's Parcel Number:
NC29AAAOT 32 1001

Parcel Area:
0.42 Acres

Land Use:
COMMERCIAL
MISCELLANEOUS
COMMERCIAL

Zoning: /

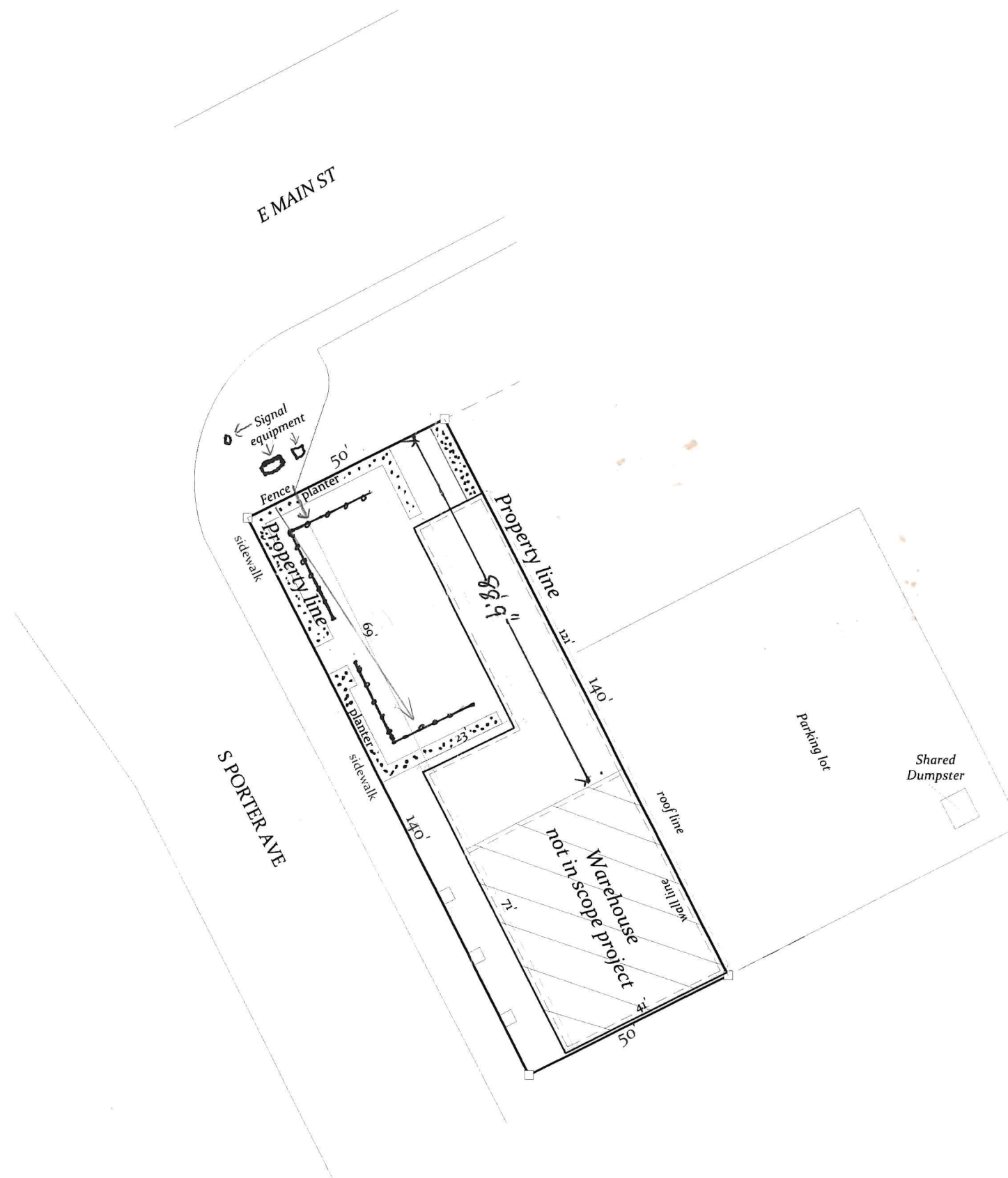
Legal Description:
NORMAN OT LOTS 1 AND 2 BLK
32

Subdivision:
NORMAN ORIGINAL TOWN

Owner: EDO, LLC

Paper size & scale:
11" x 17"; 1"=30'

Date: February, 2025



Scale:
1"=30'
Paper size:
11" x 17"

Legend

- Property line
- - - Topography line
- - - Wall line
- Roof line
- - - Retaining wall
- - - Fence
- Proposed addition

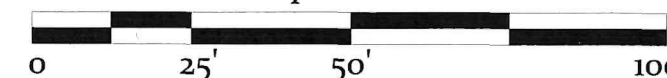
Disclaimer

This is not a Legal Survey, not is it intended to be or replace one.

These measurements are approximate and are for illustrative purposes only.

This work product represents only generalized location of features, objects or boundaries and should not be relied upon as being legally authoritative for the precise location of any feature, objects or boundary.

Graphic scale



1. Parking is off site.
2. The agreement is in place, and the dumpster is shared with existing businesses.
3. The planter is 2 feet inside the patio perimeter. Planter is 3 feet wide.
4. A proposed fence is located 2 feet to the inside of the planter.

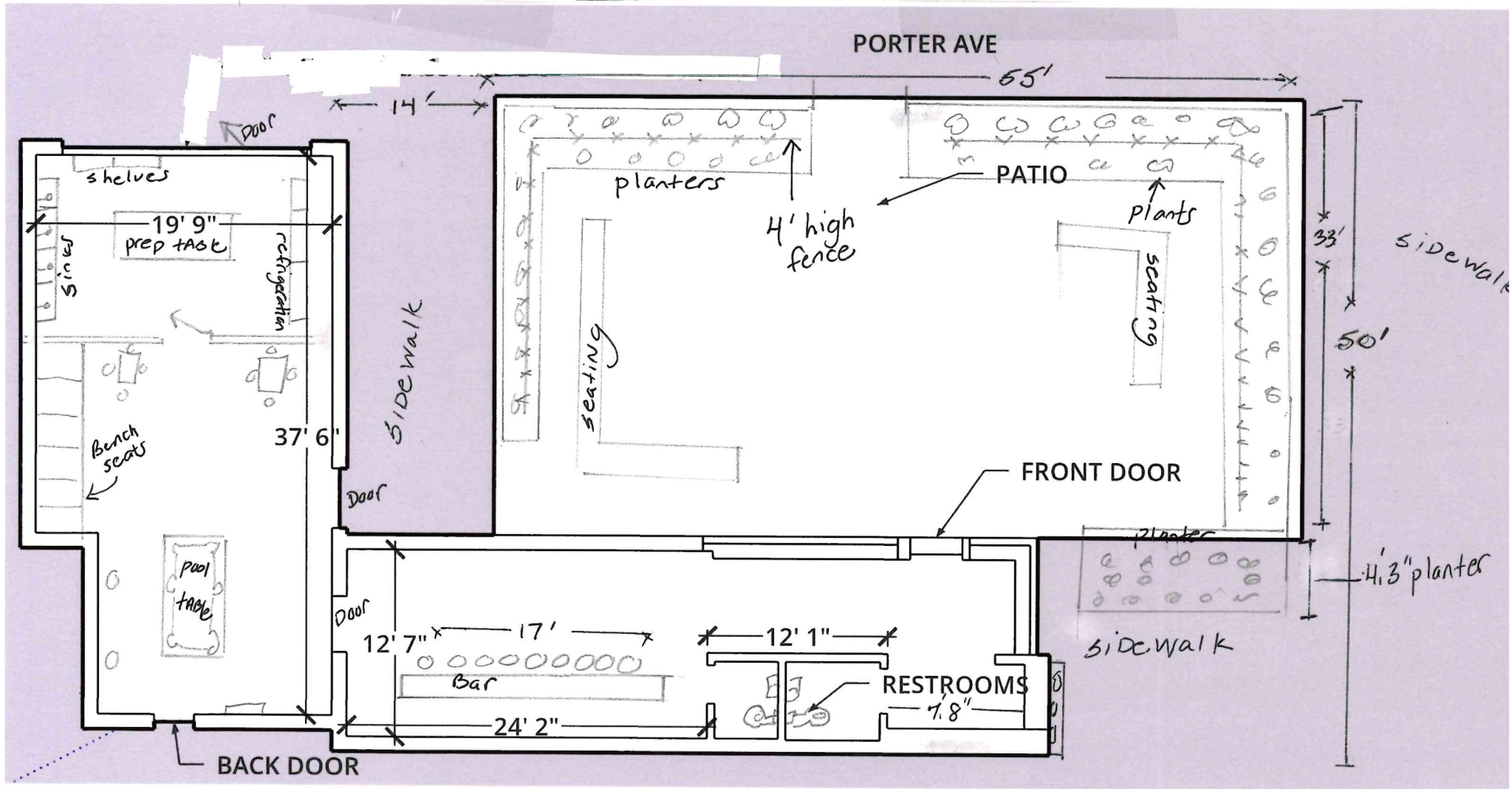


FLOOR PLAN for
Maximillian's Social Club

Item 12.

Address: 101 S. Porter
Norman, Ok 73071
Owner: EDO, LLC

Assessor's Parcel Number: NC29AAAOT
Parcel Area: 1.64 Acres



Applicant: Eric and Robin Frederickson

Project Location: 101 S. Porter Ave.

Case Number: PD25-09

Time: 5:30 p.m.

Applicant Representative:

Eric Frederickson
Robin Frederickson

Attendees:

Bob Thompson, Neighbor
Erica Bird, Planning Commission Chairman

City Staff:

Kelly Abell, Planner I

Application Summary:

The applicant submitted a request for a Special Use permit for a bar, lounge or tavern located at 101 S. Porter Ave. This special use permit would allow the applicant to lease a portion of the structure and construct a social club with an outdoor patio seating area, a full bar, and food service.

Neighbor's Comments/Concerns/Responses:

The meeting began at 5:30 PM, with one neighbor who had questions regarding building code and occupant loads. The applicant explained that they intend to lease a 1,400 sf area for a Social Club, further describing it as a lounge with a bar and food service. There was discussion of the buildings' age, 100-years, and how the Americans with Disabilities Act (ADA) applies. Staff advised the neighbor contact the Permit Services Manager, Development Services, to answer those questions. There were no further concerns.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/10/2025

REQUESTER: Eric & Robin Frederickson

PRESENTER: Kelly Abell, Planner I

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-36: 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 BAR, LOUNGE, OR TAVERN IN THE C-3, INTENSIVE COMMERCIAL DISTRICT FOR LOTS ONE (1), TWO (2), IN BLOCK THIRTY-TWO (32), OF THE ORIGINAL TOWN OF NORMAN OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (101 S. PORTER AVE.)

APPLICANT: Eric and Robin Frederickson

LOCATION: 101 S. Porter Ave.

WARD: 4

REQUESTED ACTION: Rezoning from C-3, Intensive Commercial District, to C-3, Intensive Commercial District, with Special Use for a Bar, Lounge or Tavern.

LAND USE PLAN DESIGNATION: Commercial

GROWTH AREA DESIGNATION: Current Urban Service Area

BACKGROUND: The subject property is currently zoned C-3, Intensive Commercial District, and located within the Porter Corridor Zoning Overlay District. Use of a bar, lounge, or tavern is not permitted in C-3 unless a Special Use is granted. The structure is situated in an active commercial corridor at the intersection of Porter Avenue and Main Street. Previously a restaurant, the structure is currently vacant. The applicant intends to lease approximately 1,400 square-feet on this site. The Site Plan submitted demonstrates the lease area. The most southern portion of the structure(s) is not included in this request. The request does include the outdoor seating area, as shown on the Site Plan. The applicant intends to remodel/redesign the

structure to operate a social club with an outdoor patio seating area, a full bar, and food service. The Special Use will apply only to the leased portion of the property, not the property in full. The applicant has been informed the project must meet all pertinent Zoning Ordinance requirements for commercial projects, including landscaping, exterior appearance requirements, and commercial outdoor lighting standards.

PROCEDURAL REQUIREMENTS:

GREENBELT COMMISSION MEETING: This property is already platted, therefore Greenbelt was not a requirement.

PRE-DEVELOPMENT: PD25- 09, March 27, 2025

The meeting began at 5:30 PM, with one neighbor who had questions regarding building code and occupant loads. The applicant explained that they intend to lease a 1,400 sf area for a social club, further describing it as a lounge with a bar and food service. There was discussion of the buildings' age, 100-years, and how the Americans with Disabilities Act (ADA) applies. Staff advised the neighbor contact the Permit Services Manager, Development Services, to answer those questions. There were no further concerns.

BOARD OF PARKS COMMISSIONERS: This project was not required to present at the Board of Parks Commissioners because it is not a residential preliminary plat.

ZONING ORDINANCE CITATION: A Special Use request shall be reviewed and evaluated on the following criteria according to Sec. 36-560, Special Uses:

1. Conformance with applicable regulations and standards established by the Zoning Regulations.
2. Compatibility with existing or permitted uses on abutting sites, in terms of building height, bulk and scale, setbacks and open spaces, landscaping and site development, and access and circulation features.
3. Potentially unfavorable effects or impacts on other existing or permitted uses on abutting sites, to the extent such impacts exceed those which reasonably may result from use of the site by a permitted use. (NOTE: Throughout this Section, "Permitted Use" means any use authorized as a matter of right under the applicable zoning district.)
4. Modifications to the site plan which would result in increased compatibility, or would mitigate potentially unfavorable impacts, or would be necessary to conform to applicable regulations and standards and to protect the public health, safety, morals, and general welfare.
5. Safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed "Special Use" and other uses authorized and anticipated in the area, considering existing zoning and land uses in the area.

6. That any conditions applicable to approval are the minimum necessary to minimize potentially unfavorable impacts on nearby uses and to ensure compatibility of the proposed "Special Use" with existing or permitted uses in the surrounding area.

36-539 PCZOD, Porter Corridor Zoning Overlay District

- (a) *Purpose.* The purpose of this overlay district is to provide regulations that create a buffer between commercial and residential areas that protects both land use types yet encourages redevelopment of the Porter Avenue Corridor based on the vision and policies of the Plan whose boundaries are shown on exhibit A, dated July 1, 2010, attached hereto and made a part hereof.
- (b) *Intent.* Porter Avenue is a central corridor within the City. It has historical significance as a former U.S. highway and for decades was the City's thriving automotive business corridor. Porter Avenue is also a gateway to downtown Norman and has the opportunity to become an extension of Main Street. Due to Porter Avenue's significance and potential for redevelopment within the City, the PCZOD, Porter Corridor Zoning Overlay District is established. It is intended as a first step to provide the following for properties at the commercial/residential edge:
- (1) Balance business interests along the corridor with the interests of adjacent neighborhoods;
 - (2) Maintain the integrity and improve viability of the adjacent residential neighborhoods;
 - (3) Emphasize pedestrian movement and pedestrian orientation of streets and buildings;
 - (4) Ensure that new development and expansion of existing commercial and institutional uses are compatible with existing uses, with the historic scale and character of the area, and with adjacent residential uses;
 - (5) Maintain and enhance property values.

STAFF ANALYSIS: The applicant proposes to refurbish the interior and complete exterior modifications to the approximately 1,400 square-foot area of lease space; the applicant requests to create a bar with food service and an outdoor seating area. To facilitate the installation of the outdoor seating area, the on-site off-street parking facilities will be removed. Within the C-3 District, on-site parking is not required for commercial projects per 36-548 (C). Further, the removal of the parking along the property's frontage emphasizes pedestrian movement and orientation through the site. As outlined in the Porter Corridor Overlay Zoning District, the intent of redevelopment in this area is to "*Emphasize pedestrian movement and pedestrian orientation of streets and buildings.*" The project area is surrounded by restaurants, bars, and retail, including Blue Bonnet, Prohibition Lounge, Lazy Circles Brewing, and various commercial and retail establishments. The development of an additional bar or lounge would be compatible with the existing uses. The proposed development will offer additional landscaping planters, including an outdoor seating area, with decorative fencing. The applicant intends to meet all applicable regulations and standards for the Special Use of Bar, Lounge or Tavern, and any additional recommendations deemed necessary from the Planning Commission or City Council.

ALTERNATIVES/ISSUES:

IMPACTS: The surrounding area currently has access to City utilities, including water, sewer, and stormwater, making the subject property suitable for redevelopment. No adverse impacts are anticipated.

OTHER AGENCY COMMENTS

FIRE DEPARTMENT AND BUILDING PERMIT REVIEW: Items regarding fire hydrants, fire and building codes will be considered at the building permit stage.

PUBLIC WORKS: The subject property is platted as part of the Norman Old Town plat.

TRAFFIC ENGINEER: The City Traffic Engineer stated a Traffic Impact Analysis (TIA) was not required for this proposed development.

UTILITIES: Water and sewer are adjacent to the existing property and available for connection.

CONCLUSION: Staff forwards this request for Special Use of a Bar, Lounge or Tavern, in the C-3, Intensive Commercial District, and Ordinance O-2425-36 for consideration by Planning Commission and recommendation to City Council.

8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-36: 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 BAR, LOUNGE, OR TAVERN IN THE C-3, INTENSIVE COMMERCIAL DISTRICT FOR LOTS ONE (1), TWO (2), IN BLOCK THIRTY-TWO (32), OF THE ORIGINAL TOWN OF NORMAN OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (101 S. PORTER AVE.)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Location Map
3. Preliminary Plat
4. Site Plan
5. Floor Plan
6. Pre-Development Summary

Staff Presentation

Kelly Abell, Planner I, presented the staff report.

Applicant Presentation

Eric Frederickson, Applicant, presented on the proposed item.

Commissioners expressed support for this proposal.

Public Comment

Ben Plummer, 429 W Johnson St, Norman, OK (Support)

Motion by Commissioner McKown to recommend approval of Ordinance O-2425-36; **Second** by Commissioner Kindel.

The motion passed unanimously with a vote of 9-0.

File Attachments for Item:

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

BOARD OF ADJUSTMENT

TERM: 05-13-25 TO 12-22-26: ERIC WILLIAMS, WARD 4

TERM: 05-13-25 TO 12-22-26: MATT GRAVES, WARD 2

HISTORIC DISTRICT COMMISSION

TERM: 05-13-25 TO 10-26-25: KENDEL POSEY, WARD 4

LIBRARY BOARD

TERM: 05-13-25 TO 05-01-28: EVAN TAYLOR, WARD 4

TERM: 05-13-25 TO 05-01-27: ERIC WHITE, WARD 6

TERM: 05-13-25 TO 05-01-28: DEBRA ENGEL, WARD 3

TERM: 05-13-25 TO 05-01-28: SUE RINGUS, WARD 4

NORMAN REGIONAL HOSPITAL AUTHORITY

TERM: 05-13-25 TO 10-31-26: DAVID NIMMO, WARD 3

TERM: 05-13-25 TO 10-31-26: ANDY SHERRER, WARD 3

SOCIAL AND VOLUNTARY SERVICES COMMITTEE

TERM: 05-13-25 TO 12-09-25: KAREN WEBB, WARD 6



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/13/2025

REQUESTER: Brenda Hall

PRESENTER: Brenda Hall, City Clerk

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

BOARD OF ADJUSTMENT

TERM: 05-13-25 TO 12-22-26: ERIC WILLIAMS, WARD 4

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TERM: 05-13-25 TO 10-31-26: ANDY SHERRER, WARD 3

SOCIAL AND VOLUNTARY SERVICES COMMITTEE

TERM: 05-13-25 TO 12-09-25: KAREN WEBB, WARD 6

Eric Williams, and Matt Graves are new appointments for positions that were newly created. Kendel Posey will replace Susan Ford who resigned. Evan Taylor will replace Bianca Gordon who is no longer eligible to serve. Eric White will replace Sarah Moran who does not wish to be reappointed. David Nimmo will replace Doug Cubberly who resigned. Andy Sherrer will replace James Chappel who retired. Debra Engel and Sue Ringus are reappointments.

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/13/2025

REQUESTER: Brenda Hall

PRESENTER: Brenda Hall, City Clerk

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

CONTRACT FOR SPECIFIC SERVICES

This Agreement is made and entered into this 3rd day of April, 2025, by and between the City of Norman, Oklahoma, a municipal corporation, hereinafter referred to as the "City," and the Norman Music Alliance and Norman Music Festival, hereinafter referred to as the "Organization," witnesseth:

- A. WHEREAS, the Council of the City of Norman authorizes funding for certain service organizations operating in the City, with said funding being to encourage, promote, and provide services for the City;
- B. THAT IN CONSIDERATION for the performance by the Organization of the covenants and agreements as specified herein, the City covenants and agrees:
 - 1. To disperse upon the request of the Organization a sum not-to-exceed ten thousand dollars (\$10,000.00) for the purpose of funding the Norman Music Festival event for the fiscal year 2024-2025 and fulfilling the covenants and conditions made by the Organization as stated herein.
- C. THAT IN CONSIDERATION for the performance of the covenants and agreements of the City as stated herein, the Organization covenants and agrees:
 - 1. To provide funding for the financing allotted through the Norman Music Alliance and Norman Music Festival, which is an annual event in the City. A copy of the request with the budget included being attached hereto, marked "Exhibit A" and made a part hereof.
 - 2. In the event the Organization is dissolved, then all such funds not yet expended on the date of dissolution shall immediately revert back to the City, and the Organization shall immediately deliver such unexpended funds to the City.
 - 3. In the event the Organization fails to perform and provide the services contemplated herein, then such non-performance shall be considered a substantial and material breach of this Agreement, and any unexpended funds, from the date of notice of such breach by the City to the Organization, shall immediately revert back to the City and the Organization shall immediately deliver such unexpended funds to the City.
 - 4. That funding pursuant to this Agreement by the City is for the sole purpose of providing funding for the Norman Music Festival event as specified by this Agreement.
 - 5. To provide an annual report to the City's Parks and Recreation Department and the Norman City Council through the Norman Board of Park Commissioners that includes the following:
 - i. Narrative of Previous Years Activity
 - ii. Organization mission statement and goals

- iii. Organization beginning and ending fund balance
- iv. Organization budget, including revenue, maintenance, operating, and capital costs
- v. Current record of officers, including who can authorize expenditures

- D. IT IS FURTHER UNDERSTOOD and agreed by and between the parties hereto that the Organization shall purchase a special events liability insurance policy with indemnity and shall indemnify and hold the City harmless from any loss whatsoever as a result of the Organization's sponsorship of the event contemplated herein, which indemnity shall save the City harmless from all suits; proceedings; claims; demands; actions; loss; and expense from liability whatsoever kind or nature and from any person whatsoever which arises out of the Organization's management, operation and services provided herein.
- E. FURTHER, the parties do hereby agree that there are no other terms, either expressed or implied, then those expressly set forth herein and that the Organization shall not assign this Agreement without the express written consent of the City.
- F. IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first above written.

NORMAN MUSIC ALLIANCE AND NORMAN MUSIC FESTIVAL

DocuSigned by:

 46EF1BB5C2B8469
 President or Managing Member


ATTEST:

 Secretary

CITY OF NORMAN


 Darrel Pyle, City Manager
 Shannon Stevenson, Assistant City Manager

ATTEST:


 Deputy City Clerk

Approved as to form and legality by the office of the City Attorney this 9 day of April 2025.


 City Attorney

EXHIBIT A



DATE: March 14, 2025

TO: Shannon Stevenson, Assistant City Manager

THROUGH: Scott Sturtz, Director of Public Works *SS*

FROM: Mike White, Fleet Program Manager *mw*

SUBJECT: Request for Professional Fleet Analytical Services

Background:

The Public Works Fleet Division manages the City's fleet of vehicles and equipment using a Fleet Management Information System (FMIS). From 1994 through 2023, the Fleet Division contracted with FASTER Asset Solutions. During this time, FASTER was hosted on the City of Norman server. Due to ongoing service issues, including system malfunctions and a lack of support, a new FMIS software was selected. Beginning in August 2023, the Fleet Division contracted with a global fleet software provider, AssetWorks FleetFocus. AssetWorks transferred five (5) years of critical FASTER vehicle data into the City's hosted account, which is now web-based.

Discussion:

The City of Norman fleet comprises 949 units with a depreciated value of \$35 million. With the recent software integration, the Fleet staff requests a third-party Fleet Analytical firm to review key performance indicators (KPI) and critical data sources and develop reports based on municipal industry standards. This review will verify that the information in our new system, AssetWorks, is formatted correctly, uniform, up to standards, and correct. Having a third party come in and review the information/data in the current system will allow Fleet staff to get any issues fixed or updated quickly. Going from an outdated FMIS to the new FMIS has come with new standards and formatting. The Fleet staff would like a review from an outsourced vendor for the extra reassurance that the data in AssetWorks is as up-to-date and efficient as possible. Fleet does not have the resources to do this in-house.

Fleet staff has been in contact with Utilimarc, LLC for a couple of years and is impressed with their 24 years of industry experience. In 2022, Utilimarc conducted similar services for 31 municipalities across the nation. Utilimarc offers a benchmarking package that will compare the City of Norman fleet with fleets of comparable size. Utilimarc will compare our FMIS data (FASTER and AssetWorks) and compare with nationwide standards and statistics.

If approved, this service will provide checks and quality control measures, ensuring optimal utilization of the new software and identifying areas for improvement or adjustment. Other vital services and reports included in this contract are:

- **Low Utilization Vehicles:** a list of units will be provided that are considered underutilized and could potentially be removed from the fleet.
- **Lifecycle Analysis:** a report that will give the City's fleet an accurate age compared to other fleets nationwide.
- **Technician Performance:** The billing hours charged to an asset performed by the technicians will be analyzed compared to those of peer organizations.
- **Vehicle Replacement Schedule:** review maintenance trends by year, make, and

model. Staff will use this information to compare replacement criteria and adjust as needed.

- **Staffing Recommendations:** a review of the number of mechanics needed to maintain 933 units based on the hours of "wrench time" it takes to repair each class of vehicles in the fleet compared to benchmarking peers.
- **MCC Codes:** Maintenance Class Codes, a review of MCC codes for units for reporting purposes. The old FASTER software did not require MCC codes to report City assets. The current software, AssetWorks, requires MCC codes for valuable reporting. Staff had to develop MCC codes for every unit. There are approximately 300 MCC codes to manage, and staff would like to reduce this to under 150.
- **Class Codes:** a review of current class codes for every unit for reporting purposes that were not required in the former FMIS, FASTER.

The Fleet Division had a study done in 2013 by Mercury & Associates. This in-depth study brought some items to our attention that needed adjusting. Fleet made the adjustments and significantly increased our reporting information and knowledge to run the Fleet Division at its best. This study was over ten years ago, and many things have changed, such as new software and vehicle technology. The Fleet Division would like to keep up with the latest technology and be compared to other municipality fleets to continue to manage this Division at its best. Having the correct information in our FMIS is vital. This information is used for annual replacements, annual budgeting, annual rightsizing, and many more things reported to the City Council and City of Norman citizens.

Recommendation:

Funding for this project was approved for FYE 2025, account 10550170-44199. Staff recommends the City Manager approve the attached contract K-2425-37, which has been previously reviewed and approved through the City's Attorney's Office, for professional Fleet Analytical services for \$15,000.00 with Utilimarc, LLC.

Reviewed by:

Anthony Francisco, Director of Finance 
Beth Muckala, Assistant City Attorney III

03/25/2025

Date



Signature

☒ APPROVED
☐ DISAPPROVED

BY: ☐ Darrel Pyle, City Manager
☒ Shannon Stevenson, Assistant City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the "Agreement") is entered into between The City of Norman ("OWNER") and Utilimarc, LLC ("CONSULTANT") for the following reasons:

1. OWNER intends to provide Professional Fleet Analytical Services (the "Project"); and,
2. OWNER is engaging CONSULTANT to provide the Services related to the Project.

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 the ____th day of _____, 2025.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oklahoma.

ARTICLE 3 - SCOPE OF SERVICES

CONSULTANT shall provide the services described in Attachment A, Statement of Work for Norman, OK ("Services"). Where the provisions of this Agreement and the Statement of Work conflict, the language in this Agreement shall control.

Where the Services include online access to CONSULTANT's software as a service platform as set forth in a Statement of Work ("Cloud Services"), subject to the timely payment of all applicable Fees and the terms and limitations set forth herein, CONSULTANT agrees to provide OWNER with a revocable, non-transferable, non-sublicensable, and non-exclusive account for access to and use of such Cloud Services specified in the Statement of Work for the time period set forth therein. No other right or license to access or use the Cloud Services is granted by implication or otherwise. OWNER's use of Cloud Services is also subject to the website Terms of Use and the Privacy Policy located on CONSULTANT's website, as each may be amended from time to time without notice and which are incorporated herein by reference (collectively, the "Policies"). CONSULTANT may suspend OWNER's access to and use of the Cloud Services without prior notice if: (a) CONSULTANT is not in receipt of the applicable Fee within thirty (30) days of the date of invoice; or (b) CONSULTANT has reason to believe that OWNER is engaging in any activity prohibited or not authorized under this Agreement or the Policies.

ARTICLE 4 - SCHEDULE

CONSULTANT shall exercise its reasonable efforts to perform the Services described in Attachment A.

ARTICLE 5 -COMPENSATION

The OWNER shall pay CONSULTANT the fees set forth in the Statement of Work (the "Fees") at the times set forth therein.

If no time or schedule for payment is set forth in a Statement of Work, Fees shall be due and payable upon receipt of invoice. Delinquent payments may bear interest at the rate of one-and-one-half percent (1.5%) per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. If CONSULTANT is a prevailing party in a lawsuit brought to recover its invoices amounts in a court of law, OWNER will be responsible for all reasonable expenses (including attorneys' fees) incurred by CONSULTANT in collecting such delinquent amounts.

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 the Statement of Work. 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 – CONSULTANT'S USE OF OWNER DATA

Where the Services include benchmarking services, CONSULTANT may include anonymized information and data of OWNER ("OWNER Data") as part of CONSULTANT's benchmarking reports and services, current and future, for other clients. OWNER hereby grants permission to CONSULTANT for such use during the term of this Agreement and forever thereafter. CONSULTANT will disguise the identity of OWNER and any individuals when using OWNER Data. CONSULTANT may exclude OWNER Data or any other party's data from a comparison group for any reason, in its sole and absolute discretion. CONSULTANT shall have the right to use, collect, and distribute data generated by the Services (or derived from OWNER's use of the Services) and OWNER Data in an aggregated, de-identified form for the purposes of CONSULTANT's providing or maintenance of, improvement to, and operation of the Services or for any new or different products or services.

ARTICLE 8 – OWNER'S USE OF REPORTS

OWNER may use any reports, dashboards, or materials included with the Services and the information contained in any such report, dashboard, or materials only for its own internal business purposes and as set forth herein. Except as set forth in a Statement of Work, and as may be required by applicable law, OWNER will not sell, license, lease, distribute, or disclose any report or materials or any information contained therein to any third party.

ARTICLE 9 - 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. UNLESS EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CONSULTANT MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

ARTICLE 10 -INDEMNIFICATION, LIMITATION OF LIABILITY

Indemnification. The CONSULTANT and the OWNER each hereby agree to defend, 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, resulting from, or related to the: (i) other party's breach of any of its representations or warranties; or (ii) the other party's breach or failure to perform any of its obligations under this Agreement or the Statement of Work. . 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. In any and all claims asserted by any employee of the CONSULTANT against any indemnified party, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT or any of the CONSULTANT'S employees under workers' compensation acts, disability benefit acts, or other employee benefit acts. 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.

Limitation of Liability. The total liability of CONSULTANT under this Agreement will not exceed the total amount received by CONSULTANT from OWNER under the applicable Statement of Work during the twelve (12) month period immediately before the claim which gave rise to the liability. EXCEPT FOR OWNER'S INTENTIONAL BREACH OF ARTICLE 8, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR COVER DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OR INTERRUPTION OF BUSINESS, LOST REVENUES, SAVINGS, LOST DATA, OR LOSS OF USE OR GOODWILL OR OTHER INTANGIBLE LOSSES) WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER RESULTING FROM THE USE OR INABILITY TO USE THE SERVICES, CLOUD SERVICES, THE COST TO PROCURE SUBSTITUTE GOODS AND SERVICES, UNAUTHORIZED ACCESS TO OR ALTERATION OF OWNER DATA, STATEMENTS OR CONDUCT OF ANY THIRD PARTY, OR ANY OTHER MATTER AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE BEEN HELD TO BE INVALID OR INEFFECTIVE.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 11 - 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 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 insured on their General and Automobile Liability insurance policies, and to indemnify both OWNER and CONSULTANT, each to the same extent.

ARTICLE 12 - 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; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to 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, Statement of Work. In the event the OWNER requests CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to CONSULTANT for review at least 15 days prior to the requested date of execution. CONSULTANT shall not be required to execute any certificates or documents that in any way would, in CONSULTANT's sole judgment, (a) increase CONSULTANT'S legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot ascertain.

ARTICLE 13 - OPINIONS OF COST AND SCHEDULE

Because 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, 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. CONSULTANT does not guarantee that proposals, bids, or actual Project costs will not vary from CONSULTANT'S cost estimates or that actual schedules will not vary from CONSULTANT'S projected schedules.

ARTICLE 14 - REUSE OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, and specifications prepared by CONSULTANT as deliverables pursuant to the 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 CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT. OWNER shall indemnify and hold harmless CONSULTANT and its subconsultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle the CONSULTANT to additional compensation at rates to be agreed upon by OWNER and CONSULTANT.

ARTICLE 15 - 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 16 – TERM, TERMINATION AND SUSPENSION

The term of this Agreement shall commence on the Effective Date and shall continue thereafter until the expiration or termination of the Statement of Work. 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 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. The termination of this Agreement shall not affect CONSULTANT's entitlement to payment of Fees for Services provided prior to termination of this Agreement or the applicable Statement of Work.

ARTICLE 17 - 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 18 - NOTICES

Any notice required by this Agreement shall be made in writing and personally delivered or sent by certified mail or express courier to the other party at the address specified below, or at such other address as the parties shall designate in writing:

OWNER:

Mike White
Fleet Management Supt.
City of Norman
1301 Da Vinci
Norman, OK 73071

CONSULTANT:

Michael Carr
Key Account Manager
Utilimarc, LLC
1660 South Highway 100, Suite 319

St. Louis Park, Minnesota 55416

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OWNER and CONSULTANT.

ARTICLE 19 – DISPUTES

In the event of a dispute between the OWNER and the 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 20 - EQUAL EMPLOYMENT OPPORTUNITY

CONSULTANT hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations. CONSULTANT affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability, or status as a Veteran of the Vietnam era or any other legally protected status. It is the CONSULTANT'S policy to treat employees equally with respect to compensation, advancement, promotions, transfers, and all other terms and conditions of employment. CONSULTANT further affirms completion of applicable governmental employer information reports, including the EEO-1 and VETS-1 00 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 21 - 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 22 - 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. 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 23 - INTEGRATION

This Agreement, including Attachments A 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 24 - 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 25 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; 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.

ARTICLE 26 - 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.

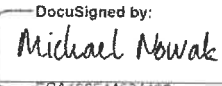
IN WITNESS WHEREOF, OWNER and Utilimarc, LLC have executed this Agreement.

DATED this ___th day of _____, 2025.

The City of Norman
(OWNER)

Utilimarc, LLC
(CONSULTANT)

Signature 
Name Shannon Stenerson
Title Assistant City Manager
Date 04/28/2025

Signature 
Name Michael Nowak
Title President
Date 4/15/2025

Attest:

City Clerk

Attest:

Secretary



Approved as to form and legality this 23 day of April 20 25.


City Attorney

Statement of Work for Norman,OK

Executive Summary

At Utilimarc, we work closely with our customers to ensure their data is accurate, analyzed and delivered to create real change within their fleet. Our 24 years of industry experience working with diverse silos of data from the nation's largest utility fleets has driven our development of a business intelligence (BI) platform that connects and unifies fleet data sources into a single environment, and is then expressed through our Fleet Analytics applications.

An important layer to Utilimarc's BI platform - and its success - is our people. Our team of data scientists and fleet analysts will integrate your data sources - cleaning, configuring, and unifying your data into our applications - as well as working with you to establish actionable KPIs, metrics and reporting. To ensure you have the best experience with Utilimarc, our Customer Success team will work alongside your fleet to ensure it is getting the most value from our products and services.

We are all greatly looking forward to partnering with you and helping to optimize all areas of your fleet.

Sincerely,

Chris Shaffer

CEO

Contact Information

Client Name: City of Norman, OK

Client Contact Name: Mike White

Prepared By: Mike Carr

Date Prepared: 7/16/2024

Proposal Expires: 3/4/2025

Client Account Payable Email (Invoices Only): accountspayable@utilimarc.com

Statement of Work

This SOW incorporates and is governed by the terms and conditions of the Agreement for Professional Services, dated March __, 2025 (together with this SOW, the "Agreement"), except as explicitly stated in this SOW. Unless otherwise specified, capitalized terms used in this SOW shall have the meanings defined in the Professional Services Agreement ("PSA").

Description of Services - Exploratory Data Analysis

The **Exploratory Data Analysis** is an initial phase of data analysis where the data is summarized and visualized to uncover patterns, detect anomalies and generate hypotheses. The deliverables typically include: descriptive statistics about the data set, assessments of cleanliness and completeness, and (in the best cases) observations on trends, outliers, and areas of interest.

Description of Services - Benchmarking and Fleet Lifecycle + Staffing

Provide one year of access to the **Utilimarc's Benchmarking product**, a comprehensive online collection of interactive reports focused on fleet operations, performance measures, trends, and peer comparisons. Additionally, Client will receive access to our Fleet Lifecycle + Staffing Analysis.

With the **Benchmarking application**, we will provide Client the following services:

- Collect, process and load data into Utilimarc's platform. Data sets include:
 - 3 calendar years of historic ownership, maintenance, utilization and descriptive information on Customer's vehicles, equipment, and trailers.
 - 3 calendar years of financial summary data on fleet department's total expenses.
 - 3 calendar years of job statistics, including job description, hire date, leave date, salary and more.

Benchmarking offers the following views into your organization's fleet, staffing, and financial data:

- **Fleet Benchmarking Overview:** Summarizes your most important metrics on a single page. Easily review key metrics and trends over time. View your cost per unit performance in key class codes, against your peers, and over time. Study macro-level vehicle and staffing metrics and five-year trends at the industry level and by vehicle weight.

Comparisons:

- **Asset Age:** Delivers information about the average age of your fleet (or a specific vehicle class code, make or model) and makes comparisons to your Benchmarking peers.
- **Corporate KPIs:** Shares service-level performance statistics (e.g., cost per retail customer, cost per line mile) for your organization and compares your numbers to your Benchmarking peers. This report is designed for utility clients.
- **Cost Per Asset:** Provides cost analysis and peer comparisons by vehicle class code, make and model distributed by units, miles, gallons, vehicle equivalency, PTO hours or engine hours. Also includes a wide variety of metrics, trends, and comparisons in fleet inventory, vehicle specifications, and maintenance over a three-year period.
- **Purchase Prices:** Offers cost and specification analysis by class, make and model for your fleet assets and makes comparisons to your peers. Review specification details by vehicle make, model, drive type, body type, and fuel type.
- **Staffing:** Shares metrics, trends, and ratios broken out by number of units per employee and number of VEs per employee and compares your results to your Benchmarking peers. Includes breakdowns by job class.
- **Technician Performance:** Analyzes billed hours charged to an asset performed by internal technicians and hourly wage and total compensation information and trends for employees designated as a technician within your organization as well as comparing your organization's numbers to Benchmarking peers. Includes position counts broken down by your organizational hierarchy.

Trends:

- **Financials:** Displays historical expense totals, breakouts, and trends for your organization.
- **Industry Asset Trends:** Displays seven years of vehicle-related metrics for Benchmarking Participants allowing you to analyze changes and movement in the industry.
- **Industry Technician Performance Trends:** Reviews seven years of staffing-related metrics for Benchmarking Participants allowing you to analyze changes and movement in the industry for more than 20 key categories.

- **Inventory:** Provides a comparison of fleet count and cost measures for your entire organization or a component of it based on filter options. Includes comparisons to peers. Includes counts and trends by class code and a unit-level inventory of fleet assets.
- **Maintenance Cost:** Details your cost for maintaining fleet assets based on age based on cost per unit, mile and gallon and other associated metrics by vehicle age as well as against Benchmarking peers

Exceptions:

- **Labor Hours:** Identifies vehicles with a higher or lower annual labor hours than what is normal for your fleet in that class code. Make comparisons across multiple class codes.
- **Low-Utilized Vehicles:** Illustrates which vehicles have a lower utilization (and higher utilization) than what is normal for your fleet in a specific class code. Make comparisons across multiple class codes to find both the highest- and lowest-utilized vehicles within your entire fleet. Also offers underutilized counts and percentages by vehicle age.
- **Maintenance Cost:** Pinpoints vehicles with higher or lower maintenance costs than what is normal for your fleet in that class code. Make expense comparisons across multiple class codes.
- **Purchase Prices:** Identifies vehicles with a higher or lower purchase prices than what is normal for your fleet within a specific class code.
- **Total Cost:** Displays vehicles with higher or lower total costs than what is normal for your fleet in a specific class code. Make expense comparisons across multiple class codes.
- **Work Order Counts:** Singles out vehicles with a higher or lower work order count than what is normal for your fleet in a specific class code.
- As well as provide Client with up to 5 hours of Analyst time to update summary report or other ad hoc requests.

With the **Fleet Lifecycle + Staffing Analysis** we will provide Client with the following services:

- Collect, process and load data into Utilimarc's BI platform. Data sets include (in addition to those above):
 - 12 months of vehicle auction information, or suitable estimates.
 - 12 months of future vehicle acquisition costs, or suitable estimates.
- Create models to identify what lifecycle provides the lowest total cost of ownership over the life of each asset. The model will be based on Utilimarc's Class Codes, subject to data availability, and will include the following inputs:
 - Purchase Price (calculated from acquisition data).
 - Market Depreciation Rate (calculated from auction data).
 - Inflation Rate
 - Annual Mileage (calculated from historic data).
- Create a replacement schedule based on current inventory and chosen lifecycles.
- Create a summary report which will include optimum lifecycles for each class, a description of report methodology, maintenance regressions for each class, TCO tables for each class.
- Forecast required staffing levels based on replacements in next 12 months and other

statistical information.

- Provide up to 10 hours of Analyst time to update models and reports based on changes in lifecycle, inventory or other inputs.

Utilimarc will provide the above services according to the Service Level Agreement and Support Policy, which is attached hereto as Schedule A.

Benchmark Participation. Utilimarc may include Client’s benchmarking information as part of Utilimarc’s benchmarking reports or modules, current and future, for other clients in accordance with the terms of the Agreement. Utilimarc may exclude Client or any other party from a comparison group for any reason, in its sole and absolute discretion.

Phases of Implementation

Phase One: Data Integration and Processing	Phase Two: Data Review and Training	Phase Three: Final Report and Presentation	Phase Four: Continued Support
Collect and load data into Utilimarc’s data lake and applications. Data quality where applicable.	Utilimarc Customer Success and Analytics teams provide review of benchmarking results and training for end-	Utilimarc Analytics teams provide formal presentation of benchmarking results to stakeholders.	Utilimarc Customer Success and Analytics team provides continued support for ad hoc requests.

Phase One: Data Collection

During this phase Utilimarc’s analysts collaborate with Client to collect required data from maintenance, financial and human resource systems. This data is loaded into Utilimarc’s data warehouse for cleansing, validation, and configuration.

Phase Two: Data Review and Training

During this phase initial results of Benchmark and Lifecycle applications are reviewed with Client.

Phase Three: Final Report and Presentation

During this phase Utilimarc’s analysts provide Executive Summary and formal presentation to stakeholders, including analysis of Client performance against peers and recommendations for areas of improvement. Virtual or onsite presentation is available on Client request.

Phase Four: Continued Support and Iteration

During this final phase Utilimarc’s analysts provide additional support based on Client requests. This could include updates to executive summary, additional presentations, and/or ad hoc data requests.

Client Responsibilities

- Provide at least one technical contact with administration responsibilities and appropriate API and /or database access to provide required data to Utilimarc
- Provide at least one business contact to interface with Analytics team through Application setup
- Provide required data set as outlined in Description of Service
- Meet with the Analytics team to discuss questions and concerns regarding data provided.

Utilimarc Roles and Responsibilities

Throughout the scope of work our teams will be working on the front and back ends during implementation and deployment. Below are the roles and responsibilities of our internal teams.

Utilimarc Roles	Customer Manager	Success Project Manager & Data Analysts
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Responsibilities	Main point of contact for all phases of scope and ongoing support	FMIS data to data lake integration team.	Platform and application configurations and user entitlement setup team.
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Implementation Timeline

Benchmark data sets for the previous calendar year are made available between March and April of the following calendar year, which allows time to collect enough data sets to make useful comparisons among the participants. Except between January 1 and April 30, Phase 2 will begin no later than 4 weeks after the required data sets are provided by the Client. Executive summaries in Phase 3 are created when 80% of participants have reported, typically between June and July, but are available earlier at Client’s request.

Lifecycle can begin as early as the completion of Phase Three of Benchmark. Draft reports will be completed no later than 4 weeks after the required data sets are provided by Client.

Fees, Payment, and Term

Fees

Fees are set forth in the attached Pricing Appendix.

Billing Method and Frequency; Payment Terms

Start Date: _____

End Date: One Year Term

Payment Terms: Invoiced upon signing; Net 30 days from invoice date.

Billing Frequency: Annually
Name of the Billing Contact: _____
Billing Email Contact: _____
Billing Address _____

PO Number:

Term

The term of this SOW shall begin on the SOW Effective Date and shall be effective for one (1) year (Initial Term). Upon expiration of the Initial Term, Client has the option to renew the SOW for one (1) year ("Renewal Term"). Utilimarc may increase pricing for the Renewal Term by providing Client at least sixty (60) days' notice of revised pricing. Upon termination or expiration of this SOW: (i) Client's permission and access to use the Utilimarc software platform application(s) set forth in this SOW shall immediately terminate; and (ii) Utilimarc will immediately terminate providing the services described in this SOW. In the event Client terminates this SOW before the expiration of the Initial Term without cause, Client will be in breach of this SOW and agrees to pay Utilimarc an early termination fee equal to the unpaid portion of the total fees under this SOW for the Initial Term (the "Early Termination Fee"). The Early Termination Fee owed by Client shall be due and payable upon delivery of Client's notice of such termination. The parties agree that the Early Termination Fee is payable as liquidated damages and not a penalty and is intended to be a reasonable calculation of the approximate amount of damages that Utilimarc would suffer under the circumstances. Any other amounts due to Utilimarc under this SOW will become immediately due and payable on such termination date. Any termination by Client under this SOW for breach by Utilimarc shall result in a proration and refund of fees paid for services affected by Utilimarc's breach.

Additional Terms

Professional services will be deemed accepted upon delivery to Client. While every attempt will be made to stay within the timeline, unforeseen circumstances, changes in the scope of the engagement, a delay in our receipt of data from third parties, or Client delays in providing information or resources may change the implementation schedule and increase Utilimarc's fees and expenses. For the purposes of this SOW, breaches will be deemed to have at such time as they reasonably should have been discovered by the affected party.

Any indemnity provided by Client, an Oklahoma municipal corporation, is subject to such

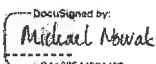
limitations as may be provided for or required by Oklahoma law, including the Constitution of the State of Oklahoma. Further, any obligations imposed upon Client under this agreement are expressly limited by and subject to the provisions of the Oklahoma Open Records Act ("ORA"), and Client shall not incur liability to Client for required compliance with the ORA. Any limitations to Utilimarc's indemnity obligations, warranties, responsibility for damages or other liabilities under this SOW do not apply where Utilimarc breaches Article 8 of the PSA.

Neither party may transfer or assign any rights or duties under this SOW without the written consent of the other except that Utilimarc may, in its sole discretion, assign its right to payment under this SOW. Any changes to the Services must be mutually agreed upon by Utilimarc and Client in writing. Any change shall be effective only upon mutual execution of a written change order or amendment hereto, at which time it shall become part hereof. Depending on the scope of such changes, Utilimarc may require that the parties enter into a separate Statement of Work.

Accepted and agreed to be effective as of the SOW Effective Date.

UTILIMARC, LLC:

Client: Norman, OK

By: 
DocuSigned by:
Michael Nowak
CA182F44E34199...
 Authorized Signature

By: 
 Authorized Signature

Michael Nowak
 Name Typed or Printed

Shannon Stevenson
 Name Typed or Printed

**President &
 Managing
 Member**
 Title

Assistant City manager
 Title

4/14/2025
 Date Signed

04/23/2025
 Date Signed

Rev 2/23

Pricing Appendix

Benchmark & Lifecycle/Staffing + EDA
\$15,000 (USD) / year

Schedule A

Service Level Agreement and Support Policy

1 Overview

This Service Level Agreement (SLA) describes the level of service to be provided in the delivery of Utilimarc's software platform ("Platform") services purchased under the SOW to which this document is attached. It also provides Utilimarc's technical support service delivery parameters.

2 Uptime Commitment

Utilimarc will provide access to the Platform on a twenty-four hour, seven days a week (24x7) basis at least 99% of each calendar month, subject to the exclusions listed below.

The Platform uptime metric shall not apply to performance issues caused by the following:

- Overall Internet congestion, slowdown, or unavailability;
- Unavailability of generic Internet services (e.g. DNS servers) due to virus or hacker attacks;
- Force majeure events as described in the terms of the Master Services Agreement;
- Actions or inactions of Client (unless undertaken at the express direction of Utilimarc) or third parties beyond the control of Utilimarc;
- A result of Client equipment or third-party computer hardware, software, or network infrastructure not within the sole control of Utilimarc; or
- Scheduled Platform maintenance (updates, maintenance and patches). Utilimarc shall use commercially reasonable efforts to schedule maintenance downtime for the period between the hours of Tuesday 8:00 PM to Wednesday 6:00 AM (U.S. Central Time).

3 Support

Utilimarc will provide the following support to Client:

- Monday – Friday 8:00am – 5:00pm (Central Time) email support at support@utilimarc.com and telephonic support at 1-866-278-6170, both for technical support as well as Defect correction as described below.
- For Priority One Defect [Urgent] Defects only, email support twenty-four (24) hours a day, seven (7) days a week at support@utilimarc.com for Defect correction as described below.

4 Support Requests and Defect Resolution

Definitions.

- a) "Defect" means a Priority One Defect, a Priority Two Defect or a Priority Three Defect as defined below.
- b) "Priority One Defect" [Urgent] means a failure of the Platform to comply with the applicable specifications and documentation that, in the reasonable judgment of Client, renders the Platform inoperable or causes a material adverse impact to Client's business operations.
- c) "Priority Two Defect" [High Priority] means a failure of the Platform to comply with the applicable specifications and documentation in a manner which materially impairs the performance of one or more functions of the Platform, or requires that Client use the Platform in a restricted manner.
- d) "Priority Three Defect" [Regular Priority] means a failure of the Platform to comply with the applicable specifications and documentation that has minimal impact on Client's day-to-day operations but the performance or efficiency of Client's business operations would improve if such non-compliance were corrected.
- e) "Defect Notice" means Client's telephonic, electronic or other written notice of a Defect submitted to Utilimarc, or Utilimarc's detection of such Defect, whichever is earlier.

Each reported Defect will be classified by Client as a Priority One Defect, Priority Two Defect or Priority Three Defect. Utilimarc will respond to Client's request for support as set forth below:

1 Priority One Defect [Urgent]. Utilimarc will initiate diagnostic and remedial measures within one (1) hour of receipt of a Priority One Defect Notice. Utilimarc will work continuously and diligently twenty-four (24) hours a day, seven (7) days a week to provide a work around that is reasonably acceptable to Client.

2 Priority Two Defect [High Priority]. Utilimarc will initiate diagnostic and remedial measures no later than within one (1) hour of receipt of a Priority Two Defect Notice. Utilimarc will use reasonable and continuous efforts to identify solutions to the Defect during normal business hours, and if a work around is provided that is reasonably satisfactory to Client, Utilimarc will provide a fix to the Priority Two Defect no later than fifteen (15) days after the date of the Defect Notice.

3 Priority Three Defect [Regular Priority]. Utilimarc will respond to Priority Three Defects within four (4) business hours of receipt of a Defect Notice. Utilimarc will fix Priority Three Defects within a reasonable timeframe commensurate with the issues but no later than sixty (60) days after the date of the Defect Notice.

5 Recovery Times

In the event of a critical server failure, Utilimarc will respond to Client within an hour of the failure and work to resolve the issue within 24 hours whenever possible.

Utilimarc's committed Recovery Objectives are as follows:

RPO (Recovery Point Objective) - 30 Minutes

RTO (Recovery Time Objective) - 4 Hours

4859-3864-6533, v. 2

File Attachments for Item:

15. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDED BID-2425-36. SUBMITTED BY S.W. GILLIS TO RAISING/LOWERING SANITARY SEWER MANHOLES AT VARIOUS LOCATIONS THROUGHOUT THE SEWER COLLECTION SYSTEM FOR THE LINE MAINTENANCE DIVISION.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/13/2025

REQUESTER: Scott Aynes, Line Maintenance Manager

PRESENTER: Scott Aynes, Line Maintenance Manager

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDED BID-2425-36, SUBMITTED BY S.W. GILLIS TO RAISING/LOWERING SANITARY SEWER MANHOLES AT VARIOUS LOCATIONS THROUGHOUT THE SEWER COLLECTION SYSTEM FOR THE LINE MAINTENANCE DIVISION.

BACKGROUND:

The Sewer Line Maintenance Division has over 12,000 sewer manholes to maintain, and over 500 miles of sewer collection line in the collection system. The scope of service consists of raising and/or lowering sanitary sewer manholes ranging in incremental heights from six-inches to a predetermined height at various locations throughout the sewer collection system.

Over the years, sanitary sewer manholes in the City have been inadvertently buried from development and citizens' landscaping concepts. Access to these manholes is necessary for scheduled maintenance and is critical when the sewer main is obstructed. Without access to the sewer main to remove the obstruction, the main can become surcharged and overflow, causing personal property damage and environmental impacts.

Each year, funds are allocated in the amount of \$33,000 for Maintenance & Repair Contract Other (account 32955252-44229) to use for raising and lowering of sewer manholes in the collection system.

DISCUSSION:

Bid 2425-36 provides for competitive prices for the raising/lowering of sanitary sewer manholes, on an "as needed" basis. Publication of this contract ran two weeks consecutive in the Norman Transcript on March 7, 2025 and March 14, 2025. Staff only received one bid. Since this vendor has had the bid for the past several years, and this year's bid prices were the same as last year, staff is comfortable recommending award of this bid. Bid was opened on April 3, 2025. The attached bid tabulation provides a complete account of the bid.

RECOMMENDATION:

Staff recommends awarding bid 2425-36 to the lowest and best bidder as follows:

SW Gillis, PO Box 815, Norman, OK 73070 for the following materials:

- Repair Cone
- Lower Manhole per foot
- Raise Manhole per foot
- Remove and replace concrete
- Remove and replace asphalt per foot
- Traffic Plan

[illegible]

212

2. Closed and Opened

Date _____

4-3-25

Fred Dale

LINE MAINTENANCE – TABULATION OF BIDS
Lowering/Raising of Sanitary Sewer Manholes
BID 2425-36 **April 3, 2025**

	S.W. Gillis PO Box 815 Norman, OK 73070					
1. Repair Cone	\$490.00 each					
Lower Manhole						
2. Per Ft.	\$560.00 per foot					
Raising Manhole						
3. Per Ft.	\$300.00 per foot					
Remove & Replace Concrete per						
4. Sq. Ft.	\$88.00 per sq. ft.					
Remove & Replace Asphalt per						
5. Sq. Ft.	\$136.00 per sq. ft.					
6. Traffic Plan	\$550.00 per plan					

File Attachments for Item:

16. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDED BID 2425-37: SUBMITTED BY FERGUSON WATERWORKS, UTS, CORE AND MAIN AND OKLAHOMA CONTRACTOR'S SUPPLY, LLC FOR THE PURCHASE OF COPPER METER YOKES FOR WATER METERS, HIGH DENSITY POLYETHYLENE PLASTIC (HDPE) METER BOXES WITH CAST IRON LIDS, HDPE METER BOXES WITH ANTI-FLOAT LIDS, HDPE ANTI-FLOAT LIDS AND REPAIR CLAMPS FOR THE LINE MAINTENANCE DIVISION.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/13/2025

REQUESTER: Scott Aynes, Line Maintenance Division Manager

PRESENTER: Scott Aynes, Line Maintenance Division Manager

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDED BID 2425-37: SUBMITTED BY FERGUSON WATERWORKS, UTS, CORE AND MAIN AND OKLAHOMA CONTRACTOR'S SUPPLY, LLC FOR THE PURCHASE OF COPPER METER YOKES FOR WATER METERS, HIGH DENSITY POLYETHYLENE PLASTIC (HDPE) METER BOXES WITH CAST IRON LIDS, HDPE METER BOXES WITH ANTI-FLOAT LIDS, HDPE ANTI-FLOAT LIDS AND REPAIR CLAMPS FOR THE LINE MAINTENANCE DIVISION.

BACKGROUND:

The Water Line Maintenance Division has over 43,000 water meters to maintain and over 650 miles of water distribution lines to keep operational. Copper meter yokes are used in connecting the water meter and residential service lines to the City water main. The high density polyethylene (HDPE) meter boxes with cast iron lids or anti-float lids are used to cover the water meter when installing a new meter service. Repair clamps are used to repair ruptured water mains and come in many lengths and diameters and are used according to the specific type and extent of the break.

Each year, funds are allocated in the amount of \$255,859 for Meter Sets-Repairs (account 31955251-43218), and \$69,040 for repair clamps in Water and Sewer Supplies (account 31955251-43216). The funds are used for installation and repair of water meters, repairing of water line breaks, and ground restoration after the repair.

DISCUSSION:

Bid 2425-37 provides for competitive bid on the subject materials. Publication of this contract ran two weeks consecutive in the Norman Transcript on March 7, 2025 and March 14, 2025. Bid packets were sent out to seven (7) vendors, with four (4) vendors submitting their sealed bid. Bid packets were opened April 3, 2025. The material needed to make repairs on the older water lines and to set new meters has stayed flat over the year. Bid 2425-37 provides competitive prices for the purchase, on an "as needed" basis for varied repair clamps, copper

meter yokes for water meters, meter boxes with lids, and standalone lids. The attached bid tabulation provides a complete accounting of these bids

RECOMMENDATION:

Staff recommends awarding Bid 2425-37 to the lowest and best bidders as follows:

Copper Meter Yokes for Water Meters (Section I) to Core and Main, 8401 SW 15th St. OKC, OK 73128

Repair Clamps (Category I, VII) to Core and Main, 8401 SW 15th St. OKC, OK 73128

Repair Clamps (Category II-VI, VIII-XXVIII, XXX, XXXII-XLVI) to Oklahoma Contractor's Supply, LLC, PO Box 82125, OKC, OK 73148

Repair Clamps (Category XXIX and XXXI) to Ferguson Waterworks, 1501 S. Central Ave., OKC, OK 73129

Meter Boxes with HDPE Cast Iron Lids to Core & Main, 8401 SW 15th St. OKC, OK 73128

Meter Boxes with HDPE Anti-Float Lids to UTS, 9636 West Reno, OKC, OK 73127

HDPE Anti-Float Lids to UTS, 9636 West Reno, OKC, OK 73127

CITY OF NORMAN

BID ITEM: Meter Boxes-
Meter Yokes/Repair Clamps

BID NO: 2425-37

DATE: 04/03/2025

	Ferguson Waterworks	Utility Technology Services	Oklahoma Contractors Supply, LLC	Core and Main				
Category I	\$ 416.72	\$ 56.33	\$ 53.02	\$ 45.73	\$	\$	\$	\$
Category II	\$ 60.44	\$ 73.87	\$ 57.09	\$ 58.63	\$	\$	\$	\$
Category III	\$ 60.44	\$ 76.47	\$ 57.09	\$ 58.63	\$	\$	\$	\$
Category IV	\$ 92.73	\$ 102.92	\$ 89.28	\$ 89.95	\$	\$	\$	\$
Category V	\$ 69.74	\$ 77.39	\$ 66.58	\$ 68.35	\$	\$	\$	\$
Category VI	\$ 100.58	\$ 110.34	\$ 94.64	\$ 108.13	\$	\$	\$	\$
Category VII	\$ 123.08	\$ 131.28	\$ 134.27	\$ 120.62	\$	\$	\$	\$
Category VIII	\$ 178.61	\$ 188.79	\$ 173.37	\$ 184.64	\$	\$	\$	\$
Category IX	\$ 205.44	\$ 234.80	\$ 192.29	\$ 222.45	\$	\$	\$	\$
Category X	\$ 264.97	\$ 278.91	\$ 242.88	\$ 281.00	\$	\$	\$	\$
Category XI	\$ 81.56	\$ 88.28	\$ 77.10	\$ 79.93	\$	\$	\$	\$
Category XII	\$ 110.32	\$ 119.93	\$ 94.64	\$ 119.20	\$	\$	\$	\$
Category XIII	\$ 146.75	\$ 148.32	\$ 142.10	\$ 145.34	\$	\$	\$	\$
Category XIV	\$ 203.55	\$ 210.55	\$ 195.90	\$ 196.50	\$	\$	\$	\$
Category XV	\$ 313.80	\$ 356.61	\$ 275.35	\$ 314.78	\$	\$	\$	\$
Category XVI	\$ 169.81	\$ 208.31	\$ 165.84	\$ 196.50	\$	\$	\$	\$
Category XVII	\$ 240.17	\$ 290.28	\$ 233.96	\$ 254.24	\$	\$	\$	\$

Item 16.

Prepared and Opened

Date

Fred Oubre
4-3-2025

CITY OF NORMAN	Ferguson Waterworks	Utility Technology Services	Oklahoma Contractors Supply, LLC	Core and Main			
BID ITEM: Meter Boxes- Meter Yokes (Repair Clamps)							
BID NO: 2425-37							
DATE: 04/03/2025							
Category XVIII	\$ 268.08	\$ 399.40	\$ 246.66	\$ 349.79	\$	\$	\$
Category XIX	\$ 384.89	\$ 453.10	\$ 322.26	\$ 418.87	\$	\$	\$
Category XX	\$ 393.05	\$ 431.68	\$ 369.84	\$ 454.77	\$	\$	\$
Category XXI	\$ 419.93	\$ 480.52	\$ 395.13	\$ 807.49	\$	\$	\$
Category XXII	\$ 599.84	\$ 766.49	\$ 564.42	\$ 807.49	\$	\$	\$
Category XXIII	\$ 714.22	\$ 1,368.32	\$ 672.05	\$ 2,330.00	\$	\$	\$
Category XXIV	\$ 1,277.45	\$ 2,576.43	\$ 1,008.73	\$ 5500.00	\$	\$	\$
Category XXV	\$ 1,188.96	\$ 2,342.58	\$ 1,118.75	\$ 5500.00	\$	\$	\$
Category XXVI	\$ 1,394.33	\$ 2,855.80	\$ 1,311.99	\$ 5500.00	\$	\$	\$
Category XXVII	\$ 1,592.21	\$ 3,424.99	\$ 1,498.19	\$ 7,500.00	\$	\$	\$
Category XXVIII	\$ 1,822.36	\$ 4,080.00	\$ 1,714.75	\$ 7,500.00	\$	\$	\$
Category XXIX	\$ 70.59	\$ 79.89	\$ 72.98	\$ 150.00	\$	\$	\$
Category XXX	\$ 100.20	\$ 104.29	\$ 95.52	\$ 150.00	\$	\$	\$
Category XXXI	\$ 70.59	\$ 79.89	\$ 72.98	\$ 150.00	\$	\$	\$
Category XXXII	\$ 100.20	\$ 104.29	\$ 95.52	\$ 150.00	\$	\$	\$
Category XXXIII	\$ 79.25	\$ 99.85	\$ 75.40	\$ 120.00	\$	\$	\$
Category XXXIV	\$ 113.56	\$ 127.47	\$ 103.57	\$ 120.00	\$	\$	\$

Received and Opened

218

Date

Fred Duck
4-3-2025

CITY OF NORMAN	Ferguson Waterworks	Utility Technology Services	Oklahoma Contractors Supply, LLC	Core and Main				
BID ITEM: Meter Boxes- Meter Yokes/Repair Clamps								
BID NO: 2425-37								
DATE: 04/03/2025								
Category XXXV	\$79.25	\$98.74	\$75.40	\$120.00	\$	\$	\$	\$
Category XXXVI	\$113.56	\$127.47	\$103.57	\$120.00	\$	\$	\$	\$
Category XXXVII	\$93.98	\$99.42	\$79.25	\$181.43	\$	\$	\$	\$
Category XXXVIII	\$155.75	\$153.96	\$141.71	\$181.43	\$	\$	\$	\$
Category XXXIX	\$93.98	\$99.42	\$79.25	\$181.43	\$	\$	\$	\$
Category XL	\$155.75	\$153.96	\$141.71	\$181.43	\$	\$	\$	\$
Category XLI	\$101.00	\$109.43	\$91.23	\$196.72	\$	\$	\$	\$
Category XLII	\$171.86	\$169.32	\$154.44	\$196.72	\$	\$	\$	\$
Category XLIII	\$101.00	\$109.43	\$91.23	\$196.72	\$	\$	\$	\$
Category XLIV	\$171.86	\$169.32	\$154.44	\$196.72	\$	\$	\$	\$
Category XLV	\$238.35	\$237.33	\$214.03	\$275.00	\$	\$	\$	\$
Category XLVI	\$238.35	\$237.33	\$214.03	\$275.00	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$

Printed and Opened Feb. Duke
Date 4-3-2025

BID: 2425-37

TITLE: Copper Meter Yokes

DATE: 4/3/2025

BIDDER NAME	Copper Meter Yokes: Unit Price
1. Core and Main	\$ 181.39
2. Oklahoma Contractor Supply	\$ 215.00
3. UTS	\$ 187.05
4. Ferguson Waterworks	\$ 203.34
5.	\$
6.	\$
7.	\$
8.	\$
9.	\$
10.	\$
11.	\$
12.	\$
13.	\$

Received and Opened by:

Fred Luke

Date:

4-3-2025

BID RECORD
City of Norman

BID: 2425-37

TITLE: HDPE Meter Boxes w/ Cast Iron Lids

DATE: 4/3/2025

BIDDER NAME	Standard HDPE Meter Boxes w/Cast Iron Lids	Standard HDPE Meter Boxes w/ HDPE antifoat lids	HDPE Antofloat
1. Core and Main	\$ 127.12	\$ 108.43	\$ 30.00
2. Oklahoma Contractor Supply	\$ 155.00	\$ 96.00	\$ 31.06
3. UTS	\$ 142.93	\$ 85.01	\$ 23.21
4. Ferguson Waterworks	\$ 131.26	\$ 97.75	\$ 26.18
5.	\$	\$	\$
6.	\$	\$	\$
7.	\$	\$	\$
8.	\$	\$	\$
9.	\$	\$	\$
10.	\$	\$	\$
11.	\$	\$	\$
12.	\$	\$	\$
13.	\$	\$	\$

Received and Opened by: Fred Duke

Date: 4-3-2025

LINE MAINTENANCE - TABULATION OF BIDS
Copper Meter Yokes, Meter Boxes, Repair Clamps
BID 2425-37 **April 3, 2025**

	Ferguson Waterworks 1501 S. Central Ave. OKC, OK 73129	UTS 9636 West Reno OKC, OK 73127	Oklahoma Contractor Supply PO Box 82125 OKC, OK 73148	Core and Main 8401 SW 15th OKC, OK 73128	
Section I Copper Meter Yokes	\$203.34	\$187.05	\$215.00	\$181.39	
Section I Repair Clamps					
Category I	\$46.72	\$56.33	\$53.02	\$45.73	
Category II	\$60.44	\$73.87	\$57.09	\$58.63	
Category III	\$60.44	\$76.47	\$57.09	\$58.63	
Category IV	\$92.73	\$102.92	\$89.28	\$89.95	
Category V	\$69.74	\$77.39	\$66.58	\$68.35	
Category VI	\$100.58	\$110.34	\$94.64	\$108.13	
Category VII	\$123.08	\$131.28	\$134.27	\$120.62	
Category VIII	\$178.61	\$188.79	\$173.37	\$184.64	
Category IX	\$205.44	\$234.80	\$192.29	\$222.45	
Category X	\$264.97	\$278.91	\$242.88	\$281.00	
Category XI	\$81.56	\$88.28	\$77.10	\$79.93	

LINE MAINTENANCE - TABULATION OF BIDS
Copper Meter Yokes, Meter Boxes, Repair Clamps
BID 2425-37 **April 3, 2025**

Category XII	\$110.32	\$119.93	\$94.64	\$119.20	
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	Ferguson Waterworks	UTS	Oklahoma Contractor Supply	Core and Main	
Category XIII	\$146.75	\$148.32	\$142.10	\$145.34	
Category XIV	\$203.55	\$210.55	\$195.90	\$196.50	
Category XV	\$313.80	\$356.01	\$275.35	\$314.78	
Category XVI	\$169.81	\$208.31	\$165.84	\$196.50	
Category XVII	\$240.17	\$290.28	\$233.96	\$254.24	
Category XVIII	\$268.08	\$399.40	\$246.66	\$349.79	
Category XIX	\$384.89	\$453.10	\$322.26	\$418.87	
Category XX	\$393.05	\$431.68	\$369.84	\$454.77	
Category XXI	\$419.93	\$480.52	\$395.13	\$807.49	
Category XXII	\$599.84	\$766.49	\$564.42	\$807.49	
Category XXIII	\$714.22	\$1368.32	\$672.05	\$2330.00	
Category XXIV	\$1277.45	\$2576.43	\$1008.73	\$5500.00	
Category XXV	\$1188.96	\$2342.58	\$1118.75	\$5500.00	

LINE MAINTENANCE - TABULATION OF BIDS
Copper Meter Yokes, Meter Boxes, Repair Clamps
BID 2425-37 **April 3, 2025**

Category XXVI	\$1394.33	\$2855.80	\$1311.99	\$5500.00	
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	Ferguson Waterworks	UTS	Oklahoma Contractor Supply	Core and Main	
Section XXVII	\$1592.21	\$3424.99	\$1498.19	\$7500.00	
Section XXVIII	\$1822.36	No Bid	\$1714.75	\$7500.00	
Category XXIX	\$70.59	\$79.89	\$72.98	\$150.00	
Category XXX	\$100.20	\$104.29	\$95.52	\$150.00	
Category XXXI	\$70.59	\$79.89	\$72.98	\$150.00	
Category XXXII	\$100.20	\$104.29	\$95.52	\$150.00	
Category XXXIII	\$79.25	\$99.85	\$75.40	\$120.00	
Category XXXIV	\$113.56	\$127.47	\$103.57	\$120.00	
Category XXXV	\$79.25	\$98.74	\$75.40	\$120.00	
Category XXXVI	\$113.56	\$127.47	\$103.57	\$120.00	
Category XXXVII	\$93.98	\$99.42	\$79.25	\$181.43	
Category XXXVIII	\$155.75	\$153.96	\$141.71	\$181.43	

LINE MAINTENANCE - TABULATION OF BIDS
Copper Meter Yokes, Meter Boxes, Repair Clamps
BID 2425-37 **April 3, 2025**

Category XXXIX	\$93.98	\$99.42	\$79.25	\$181.43	
Category XL	\$155.75	\$153.96	\$141.71	\$181.43	

	Ferguson Waterworks	UTS	Oklahoma Contractor Supply	Core and Main	
Category XLI	\$101.00	\$109.43	\$91.23	\$196.72	
Category XLII	\$171.86	\$169.32	\$154.44	\$196.72	
Category XLIII	\$101.00	\$109.43	\$91.23	\$196.72	
Category XLIV	\$171.86	\$169.32	\$154.44	\$196.72	
Category XLV	\$238.35	\$237.33	\$214.03	\$275.00	
Category XLVI	\$238.35	\$237.33	\$214.03	\$275.00	
Section I					
Meter Boxes w/cast iron lid	\$131.26	\$142.93	\$155.00	\$127.12	
Meter Boxes w/ HDPE Antifloat lids	\$97.75	\$85.01	\$96.00	\$108.43	
HDPE Antifloat lids	\$26.18	\$23.21	\$31.00	\$30.00	

LINE MAINTENANCE - TABULATION OF BIDS
Copper Meter Yokes, Meter Boxes, Repair Clamps
BID 2425-37 **April 3, 2025**

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LINE MAINTENANCE – TABULATION OF BIDS

Copper Meter Yokes

Bid 2425-37

April 3, 2025

Bidder Name	Copper Meter Yokes: Unit Price					
Core and Main 8401 SW 15 th OKC, OK 73128	\$181.39					
Oklahoma Contractor Supply PO Box 82125 OKC, OK 73148	\$215.00					
UTS 9636 West Reno OKC, OK 73127	\$187.05					
Ferguson Waterworks 1501 S. Central Ave. OKC, OK 73129	\$203.34					

LINE MAINTENANCE – TABULATION OF BIDS

Standard HDPE Meter Boxes w/Cast Iron Lids

Standard HDPE Meter Boxes w/Antifloat Lids

HDPE Antifloat

Bid 2425-37

April 3, 2025

Bidder Name	Standard HDPE Meter Boxes w/Cast Iron Lids	Standard HDPE Meter Boxes w/ HDPE Antifloat Lids	HDPE Antifloat			
Core and Main 8401 SW 15 th OKC, OK 73128	\$127.12	\$108.43	\$30.00			
Oklahoma Contractor Supply PO Box 82125 OKC, OK 73148	\$155.00	\$96.00	\$31.00			
UTS 9636 West Reno OKC, OK 73127	\$142.93	\$85.01	\$23.21			
Ferguson Waterworks 1501 S. Central Ave. OKC, OK 73129	\$131.26	\$97.75	\$26.18			

File Attachments for Item:

17. CONSIDERATION OF ACCEPTANCE, REJECTION AMENDMENT, AND/OR POSTPONEMENT OF AWARDED BID 2425-38: SUBMITTED BY BOB CUNNINGHAM, INC., FOR THE PURCHASE OF SCREENED TOPSOIL/SAND FOR THE LINE MAINTENANCE DIVISION.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/13/2025

REQUESTER: Scott Aynes, Line Maintenance Division Manager

PRESENTER: Scott Aynes, Line Maintenance Division Manager

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, REJECTION AMENDMENT, AND/OR POSTPONEMENT OF AWARDED BID 2425-38: SUBMITTED BY BOB CUNNINGHAM, INC., FOR THE PURCHASE OF SCREENED TOPSOIL/SAND FOR THE LINE MAINTENANCE DIVISION.

BACKGROUND:

The Line Maintenance Division has over 43,000 water meters to maintain and over 650 miles of water distribution lines to keep operational. Screened sand is used for installation and repair of water meters, repairing of water line breaks, and ground restoration after the repair.

Each year, funds are allocated in the amount of \$46,695 for Construction Materials-Rock and Sand (account 31955251-43303).

DISCUSSION:

Bid 2425-38 provides for competitive bid on the subject materials. Publication of this contract ran two weeks consecutively in the Norman Transcript on March 7, 2025 and March 14, 2025. Bid packets were sent out to eight (8) vendors, with one (1) vendor submitting their sealed bid. Bids were opened April 3, 2025. The price per cubic yard for Sand has increased by 8% and 10% for topsoil over last year. The attached bid tabulation provides a complete accounting of the bid.

RECOMMENDATION:

Staff recommends awarding Bid 2425-38 to the lowest and best bidder as follows:

Bob Cunningham, Inc. 26698 Ladd Ave. Washington, OK 73093 for screened topsoil/sand at the lowest and best bidder meeting specifications.

BID: 2425-38

TITLE: Screened Topsoil/Sand

DATE: 4/3/25

BIDDER NAME	Sand Per Cubic Yard	Screened Topsoil Per Cubic Yard
1. Bob Cunningham Inc.	\$ 16.50	\$ 39.00
2.	\$	\$
3.	\$	\$
4.	\$	\$
5.	\$	\$
6.	\$	\$
7.	\$	\$
8.	\$	\$
9.	\$	\$
10.	\$	\$
11.	\$	\$
12.	\$	\$
13.	\$	\$

Received and Opened by:

Date:

4-3-25

Item 17.

LINE MAINTENANCE – TABULATION OF BIDS

Screened Topsoil – Sand
Bid 2425-38 April 3, 2025

	BOB CUNNINGHAM, INC. 26698 Ladd Ave. Washington, OK 73093					
Sand Per Cubic Yard	\$16.50					
Screened Topsoil Per Cubic Yard	\$39.00					

LINE MAINTENANCE – TABULATION OF BIDS

Screened Topsoil – Sand

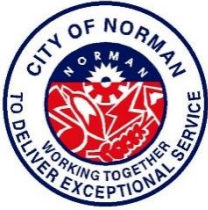
Bid 2425-38

April 3, 2025

Item 17.

File Attachments for Item:

18. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF SPECIAL CLAIM SC-2425-6: SUBMITTED BY RONALD FULLERTON IN THE AMOUNT OF \$16,663.21 FOR DAMAGE HIS VEHICLE RECEIVED ON FEBRUARY 17,2025, ON 48TH AVENUE NW NEAR DAVINBROOK STREET.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/13/2025

REQUESTER: AshLynn Wilkerson, Assistant City Attorney

PRESENTER: AshLynn Wilkerson, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF SPECIAL CLAIM SC-2425-6: SUBMITTED BY RONALD FULLERTON IN THE AMOUNT OF \$16,663.21 FOR DAMAGE HIS VEHICLE RECEIVED ON FEBRUARY 17, 2025, ON 48TH AVENUE NW NEAR DAVINBROOK STREET.

BACKGROUND:

A claim was filed by Ronald Fullerton in the total amount of \$16,663.21 for damage his vehicle received when it was struck by a City Line Maintenance truck on February 17, 2025, on 48th Avenue NW, near Davinbrook Street.

DISCUSSION:

This incident was investigated by the City's Line Maintenance Manager. On February 17, 2025, where the street narrows to two lanes, one City Line Maintenance work truck was stopped along the right side of 48th Avenue NW. There is no shoulder in this area and this left the City truck blocking the northbound lane of travel. Another City Line Maintenance work truck was driving northbound to join the stopped vehicle. Mr. Fullerton was following this second Line Maintenance vehicle when both vehicles maneuvered around the stopped vehicle through the southbound lane to proceed northbound in the proper lane.

When the second Line Maintenance vehicle subsequently stopped after passing the stopped City vehicle, Mr. Fullerton stopped as well and proceeded to make his presence known as the Line Maintenance vehicle began to reverse. Mr. Fullerton could not reverse due to oncoming traffic in the southbound lane and the stopped City vehicle behind him in the northbound lane. The City Line Maintenance vehicle did not register Mr. Fullerton's vehicle, despite his best efforts, and backed into it.

Mr. Fullerton submitted a final auto repair bill for \$15,111.28, showing the cost he incurred to repair his 2021 Lexus GX 460 SUV. He also submitted a car rental bill for \$1,551.93, reflecting the approximate month it took to have his vehicle repaired. This makes Mr. Fullerton's total reimbursement request equal \$16,663.21. The registered owner of the vehicle is the Stephanie

Diane Fullerton Revocable Trust however Ronald Fullerton claims to be a trustee and will be required to provide proof of this and to execute a release form prior to receiving payment from the City.

As indicated above, there appears to be possible negligence on the part of the City in this matter and consequently potential liability on the City. Mr. Fullerton's claim in the total amount of \$16,663.21 appears reasonable.

RECOMMENDATION:

Based on the above and foregoing, it is the recommendation of the City Attorney's Office that the Special Claim of Ronald Fullerton, in the total amount of \$16,663.21 as set forth above, be approved.

Funds are available in Miscellaneous Services-Special Claims (Account 43122351-44718) to cover the claim.



The City of
NORMAN

NOTICE OF TORT CLAIM

Return Completed Forms to:

City Clerk's Office – Tort Claims
CITY OF NORMAN, P.O. BOX 370
NORMAN, OKLAHOMA 73070

FILED IN THE OFFICE
OF THE CITY CLERK

ON 04/22/25-2w

Please complete *ALL* pages of this form. Please print or type the responses. *Failure to provide information required in this form can invalidate your claim.*

CLAIMANT(S) INFORMATION

CLAIMANT(S): Ron Fullerton

Date of Birth: [REDACTED]

Claimants that are joint owners of property (such as co-owners of a vehicle or home) **must both** be included on the tort claim.

If Claimant is not the owner of the damaged property, provide owner's name, address, email, and daytime phone number.

CLAIM INFORMATION

DATE OF INCIDENT: 2-17-2025 TIME: 2:30 ☐ a.m. ☒ p.m.

LOCATION OF INCIDENT: 48th Ave NW (just North of Robinson St)

STATEMENT OF CIRCUMSTANCES / REASONS YOU BELIEVE CITY IS LIABLE:

Include the name of the City department and/or employee involved. Provide any evidence that will prove City or a City employee was responsible, including any photographs of the alleged damages to support your claim.

A Statement of Circumstances is included on an additional page (attached).

(Use additional pages if necessary.)

INSURANCE INFORMATION

List the name of your insurance company and agent, the address, and telephone number.

Have you filed a claim with your insurance company for these damages? ☐ Yes ☒ No
 If yes, submit a copy of your claim.

Have you been, or do you expect to be, compensated for your damages by your insurance company? ☐ Yes ☒ No
 What was or will be the amount of compensation from your insurance company? \$ 0

COMPENSATION REQUESTED**PROPERTY DAMAGE:**

Please list items damaged, the age and original cost of each item, the amount of property loss claimed, and include any required supporting documentation referenced below.

PROPERTY DAMAGE DESCRIPTION:

1. Vehicle Repair by Don Thornton Collision Center
2. Hertz Rental (during repair time)
3. —
4. —

AMOUNT CLAIMED:

\$ 15,111.28
 \$ 1,551.93
 \$ —
 \$ —

TOTAL AMOUNT CLAIMED FOR PROPERTY DAMAGE:

\$ 16,663.21**Required Supporting Documentation for Property Damage:**

1. If you are alleging damage to your vehicle:
 - a. Copy of the vehicle title, front and back;
 - b. Photographs of the vehicle showing the damage, including photographs of the VIN and License Plate;
 - c. Copy of either actual repair bill OR two estimates for cost of repair; AND
 - d. Copy of receipts or estimates showing associated expenses such as: towing, vehicle rental, etc.
2. If you are alleging damage to your home or to real property:
 - a. Copy of the current deed.

OTHER DAMAGE (Is the claim seeking compensation other than for loss or damage to property?): No

Please describe the type of injury or damage you sustained. You **must** state the compensation requested (do not include amounts already requested in previous sections) and include any required supporting documentation referenced below.

OTHER DAMAGE DESCRIPTION:

1. —
2. —
3. —
4. —

AMOUNT CLAIMED:

\$ —
 \$ —
 \$ —
 \$ —

Were you on the job at the time of the injury? ☐ Yes ☒ No
 If so, what is the name of your employer? —

Has any medical bill been paid or will be paid by Medicare/Medicaid? ☐ Yes ☒ No

If so, list: Medicare/Medicaid number: — SSN: —

Date of Birth: — Gender: —

If the City is responsible for such bills, the City must report any settlement to Medicare/Medicaid.

I understand that the information requested is to assist the requesting insurance information arrangement to accurately coordinate benefits with Medicare/Medicaid and to meet its mandatory reporting obligation under Medicare Secondary Payer Act 42 U.S.C§1395y.

Medicare/Medicaid Beneficiary Name (please print)

Medicare/Medicaid Beneficiary Name Signature

TOTAL AMOUNT OF OTHER DAMAGE CLAIMED:

\$ - 0 -

Required Supporting Documentation for Other Damage:

1. If you are alleging personal injury:

- a. Name and address of all health care providers who provided treatment since the time of the incident, AND
- b. A HIPPA compliant authorization for release of health information from all providers.

TOTAL AMOUNT REQUESTED TO FULLY SETTLE THE ABOVE CLAIM(S): \$ 16,663.²¹
(required)

THIS FORM MUST BE SIGNED AND RETURNED TO THE CITY CLERK'S OFFICE WITH ALL REQUESTED INFORMATION IN ORDER TO BE PROCESSED.

I SWEAR AND/OR AFFIRM THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT.

Ron Fullerton [Ron Fullerton]
CLAIMANT'S SIGNATURE

CLAIMANT'S SIGNATURE (if applicable)

**Notice of Tort Claim
The City of Norman**

Statement of Circumstances / Reasons You Believe City is Liable

Date of Accident: 2-17-2025

Claimant: Ron Fullerton

My name is Ron Fullerton and this incident involved my personnel vehicle, a Lexus SUV, which was struck by a City of Norman Utility Truck, a van, driven by City of Norman employee [REDACTED]. I and my wife, a passenger, were not injured in the incident and are not aware of [REDACTED] and the Utility Truck's other passenger being injured in this incident either.

On 2/17/25 at approximately 2:30 pm, I was following a City of Norman Utility Truck north on 48th Avenue NW, just north of Robinson Street. At the location where the incident occurred, 48th Avenue is only a two lane road, one north bound lane and one south bound lane. A second City of Norman Utility Truck was already parked and blocking the north bound lane.

As both vehicles approached the Parked Utility Truck, we both slowly went around the Parked Utility Truck. The moving Utility Truck I was following did not have any lights or emergency flashers on to indicate he would be stopping after passing the parked Utility Truck. We were both moving at a slow cautious speed around the parked Utility Truck. We both had to swerve out and around into the south bound lane to pass the Parked Utility Truck. Once the moving Utility Truck in front of me had passed the Parked Utility Truck, he pulled back into the north bound lane and then he stopped. Since I was following him, I also came to a stop behind him. At this point, there was now south bound vehicles moving past our stopped vehicles. After he stopped, he shifted the Utility Truck in reverse and started backing up. His reverse taillights lit up and I began honking on my car horn to alert him to stop backing up. I could not drive away from where I was stopped because there were now cars going by in the south bound lane beside me. The City of Norman Utility Truck did not stop from my honking and kept backing up. His slow moving vehicle struck the front of my stopped vehicle.

Coincidentally, a Norman Police Officer was in the group of cars that were in the south bound lane of traffic next to the incident. He stopped beside my car as the accident happened and asked if everyone was okay. I told him that my wife and I were fine and did not have any injuries. He pulled over and took statements about the incident and filled out the Traffic Collision Report, which included with this City of Norman Tort Claim.

Several days later we went to the Police Dept. and The City of Norman Municipal Building offices to retrieve the Collision Report and find out how to proceed forward. We were given the appropriate paperwork by Assistant City Attorney Ashlynn Wilkerson. She informed us of the procedures to follow. Based on the results of the Collision Report, we were also informed that we could repair our vehicle out of our own pocket and submit the actual repair receipt and rental car receipt for the Tort Claim, which is what we ended up doing.

The actual cost to repair our vehicle = \$ 15,111.28 (A second estimate from second regional collision repair shop was for \$ 27,686.19).

The actual cost for a Rental Vehicle during the repair = \$ 1,551.93. (We comparison shopped the rental rate at Budget, Avis and Hertz Rental companies).

The Total actual cost for the Repair and Rental Vehicle = \$ 16,663.21



Final Bill

(Felicia Tannehill)

RO Number: 18019853

Customer:	Insurance:	Adjuster:	Estimator:	Felicia Tannehill
Fullerton, Ron	CUSTOMER PAY	Phone:	Create Date:	2/19/2025
		Claim:		
		Loss Date:		
		Deductible:		

2021 LEXU GX 460 Premium 4WD 4D UTV 8-4.6L Gasoline Sequential MPI Gold

VIN:	297964	Interior Color:	Mileage In:	97,318	Vehicle Out:
License:		Exterior Color:	Mileage Out:		
State:	OK	Production Date:	Condition:	Good	Job #:
					JEREMY

Line	Ver	Operation	Description	Qty	Extended Price \$	Part Type	Labor	Type	Paint
1	E01		**This is a Preliminary Estimate ONLY** NOTE: Once the vehicle is in for repairs there is a chance of finding additional damage. We are a Lexus Certified facility that is required to use OEM parts only. We do not use aftermarket parts. Estimate is not finalized until all work has been completed and all invoices have been received.						
2	E01								
3	E01		FRONT BUMPER						
4	E01	Remove/Replace	O/H front bumper				3.2	Body	
5	E01	Remove/Replace	Bumper cover w/lamp washer, w/parking aid w/o sport pkg	1	495.36T	OEM	0.0	Body	3.2
6	E01		Add for Clear Coat						1.3
7	E01	Remove/Replace	Add for h'lamp washer				0.7	Body	
8	E01	Remove/Replace	Add for park sensor				0.5	Body	
9	E01	Remove/Replace	Absorber	1	45.01T	OEM	0.0	Body	
10	S01	Remove/Replace	RT Bracket	1	95.42T	OEM	0.1	Body	0.3
11	S01		Add for Clear Coat						0.1
12	S02	Remove/Replace	RT Fog lamp bezel	1	44.22T	OEM	0.0	Body	
13	S01	Remove/Replace	RT Bumper cover screw	1	1.67T	OEM			
14	S01	Repair	Impact bar				1.0	Body	
			NOTE: Fix mount bracket for bumper, not sold separately from impact bar.						
15	S01	Remove/Replace	Wire harness w/back sonar, w/o surround view	1	254.86T	OEM	0.0	Body	
16	S02	Remove/Replace	Park sensor outer titanium	1	267.78T	OEM	0.1	Body	0.2
17	E01		Add for Clear Coat						0.1
18	S02	Remove/Replace	Valance panel	1	512.66T	OEM	0.0	Body	1.4
			NOTE: Did not come in painted.						

RO Number: 18019853

2021 LEXU GX 460 Premium 4WD 4D UTV 8-4.6L Gasoline Sequential MPI Gold

19	S02		Add for Clear Coat						0.3
20	E01	Remove/Replace	RT Bumper cover pad	1	10.43T	OEM			
21	E01	Remove/Replace	LT Bumper cover pad	1	10.43T	OEM			
22	S01	Remove/Replace	RT Bumper cover clip	4	20.56T	OEM			
23	E01	Remove/Replace	RT Bumper cover retainer	6	41.22T	OEM			
24	S01	Remove/Replace	RT Bumper cover bolt	1	3.42T	OEM			
25	E01	Remove/Replace	RT Side support	1	56.02T	OEM	0.1	Body	
26	E01	Remove/Replace	Lower grille w/parking aid	1	202.75T	OEM	0.0	Body	
27	E01	Remove/Replace	Park sensor reatiner	2	21.20T	OEM			
			NOTE: Part not reusable, does not come with new bumper.						
28	S01	Remove/Install	Center support				0.0	Body	
29	S01	Remove/Replace	Valance panel retainer	2	5.52T	OEM			
30	E01		GRILLE						
31	E01	Remove/Replace	Grille w/o surround view	1	813.03T	OEM	0.8	Body	
32	E01	Remove/Replace	Seal	1	38.41T	OEM	0.0	Body	
33	S01	Remove/Replace	Grille fastener	2	2.12T	OEM			
34	E01		FRONT LAMPS						
35	E01	Remove/Replace	RT Headlamp	1	3,293.60T	OEM	0.6	Body	
36	E01	Remove/Replace	Aim headlamps				0.5	Body	
37	S02	Remove/Replace	RT Washer nozzle gray	1	13.23T	OEM	0.1	Body	0.2
38	E01		Add for Clear Coat						0.1
39	E01	Remove/Replace	RT Actuator	1	120.81T	OEM	0.1	Body	
40	E01	Remove/Replace	RT Fog lamp	1	959.58T	OEM	0.0	Body	
41	E01	Remove/Replace	Aim fog lamps				0.5	Body	
42	S01	Remove/Replace	RT Fog lamp bolt	4	6.56T	OEM			
43	S02	Remove/Replace	RT Signal lamp bulb	1	5.69T	OEM			
44	S02	Remove/Replace	RT Lens & housing	1	286.80T	OEM			
45	S02	Remove/Replace	RT Socket	1	13.79T	OEM			
46	S02	Remove/Replace	Washer nozzle clamp	1	4.65T	OEM			
47	E01		RADIATOR SUPPORT						
48	E01	Remove/Install	Sight shield				0.2	Body	
49	S01	Repair	RT Side panel				4.0	Body	0.5
50	S01	Remove/Replace	RT Air deflector	1	73.21T	OEM	0.1	Body	
51	S01	Repair	Upper tie bar				2.0	Body	0.5
52	S01		Overlap Minor Panel						(0.2)
53	S01	Repair	Set Up				1.0	Body	
54	S01	Repair	Pull				1.0	Body	
55	S01	Remove/Replace	RT Deflector shield	1	174.19T	OEM	0.1	Body	
56	E01		HOOD						
57	E01	Remove/Install	Insulator				0.2	Body	
58	E01	Repair	Hood				6.0	Body	2.8
			NOTE: PARTS: Part has related component that cannot be reused/ reinstalled; washer nozzle.						
59	E01		Add for Clear Coat						1.1
60	S01	Repair	Hood underside				2.0	Body	0.7

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

RO Number: 18019853

2021 LEXU GX 460 Premium 4WD 4D UTV 8-4.6L Gasoline Sequential MPI Gold

61	S01		Add for Clear Coat						0.1
62	S01	Repair	Prime/block repaired panel to restore to new condition				1.0	Body	
63	S01		Remove PPF				4.0	Body	
64	S02	Remove/Replace	Paint Protection Film - HOOD (front)	1	275.00	Other			
65	E01		FENDER						
66	S01	Repair	RT Apron assy				4.0	Body	1.5
67	S01		Overlap Minor Panel						(0.2)
68	S01	Repair	RT Fender (HSS)				3.0	Body	2.2
69	E01		Overlap Major Adj. Panel						(0.4)
70	E01		Add for Clear Coat						0.4
71	S01		Remove PPF				1.0	Body	
72	S02	Remove/Replace	Paint Protection Film - FENDER (front)	1	75.00	Other			
73	S01	Repair	Prime/block repaired panel to restore to new condition				0.5	Body	
74	E01	Remove/Replace	RT Fender liner	1	135.15T	OEM	0.3	Body	
75	S01	Remove/Replace	RT Fender liner grommet	15	25.05T	OEM			
76	E01	Remove/Install	RT Rear seal				0.2	Body	
77	S01	Remove/Replace	RT Pad	1	58.57T	OEM			
78	S01	Remove/Replace	RT Liner Screw	3	4.56T	OEM			
79	S01	Remove/Replace	RT Liner Grommet	3	20.61T	OEM			
80	E01		ELECTRICAL						
81	E01	Remove/Install	D&R Battery			OEM	0.5	Mech	
82	E01		PILLARS, ROCKER & FLOOR						
83	E01	Remove/Install	RT R&I running board as an assy				1.1	Body	
84	E01		VEHICLE DIAGNOSTICS						
85	S01	Remove/Replace	Pre-repair scan	1	40.00	Other	0.5	Mech	
86	E01		Drive Time to Road Test				1.0	Body	
87	S02		Calibrations-pending invoice	1	433.29	Other			
88	E01		Drive Time to vendor				1.0	Body	
89	E01		MISCELLANEOUS OPERATIONS						
90	E01	Remove/Replace	Cover car/bag	1	10.00T	OEM	0.2	Body	
91	E01	Remove/Replace	Cover Connectors for Contamination	1	3.00T	Non OEM	0.3	Body	
92	E01	Remove/Replace	Corrosion Protection SXA1031	1	15.00T	Non OEM	0.2	Body	
93	E01	Remove/Replace	Flex additive	1	10.00T	Non OEM			
94	E01	Repair	Nib/ buff & polish to restore OEM finish				1.0	Body	
95	E01		Hazardous Waste	1	5.00T	Other			
96	E01	Remove/Replace	Mask for overspray	1	10.00T	Non OEM	0.2	Body	
97	E01	Remove/Replace	Second Cover car/bag for priming	1	10.00T	Non OEM	0.2	Body	
98	E01	Refinish	Tint color and spray test panels						0.5

Estimate Totals	Discount \$	Markup \$	Rate \$	Total Hours	Total \$
Parts					8,201.14
Labor, Body			70.00	44.1	3,087.00
Labor, Refinish			70.00	16.7	1,169.00

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

Final Bill

Item 18.

RO Number: 18019853

2021 LEXU GX 460 Premium 4WD 4D UTV 8-4.6L Gasoline Sequential MPI Gold

Labor, Mechanical	190.00	1.0	190.00
Material, Paint			868.40
Miscellaneous			823.29
Subtotal			14,338.83
Sales Tax			772.45
Grand Total			15,111.28
Net Total			15,111.28

Estimate Version	Total \$
Original	12,618.90
Supplement S01	2,332.87
Supplement S02	159.51

Insurance Total \$:	0.00
Received from Insurance \$:	0.00
Balance due from Insurance \$:	0.00

Customer Total \$:	15,111.28
Received from Customer \$:	0.00
Balance due from Customer \$:	15,111.28

Hertz Rental while car in Shop
(3/13/25 thru 4/11/25)

Initial Quote

Hertz

Rental Record#



FULLERTON

Gold Plus Rewards Vehicle: 2025 COMPASS
Lot: UF Row: B Space: 22 License: TX VYM6265

Rental Rate @ \$ 1197.21 monthly T \$ 1197.21
@ \$ 43.10 ex day T \$

* Includes Unlimited Miles
Discount - R 6% Applied to Time/Mileage Chgs \$ - 71.83

Additional Products
Frequent Flyer Surcharge ZE T \$.00
Fuel Responsibility Starting Level 100%

You agree to replace fuel used or pay a refuelling charge of
\$ 10.99 per gallon OR \$.500 per mile driven.

Service Charges/Taxes
CONCESSION FEE RECOVERY 11.11% T \$ 125.03

AIRPORT CUSTOMER FACILITY CHARGE 120.00

Tax 4.517% On Est Taxable T \$ 1250.41 \$ 181.52

ADJUSTMENTS
TOTAL ESTIMATED CHARGE \$ 1551.93

*Initial Rental Quote for
1 month while car is in
the shop.*

Credit Card Authorization Amount \$ 1752.00

Rented by The Hertz Corporation

Vehicle: 01621 / 6753354 LocNum: OKTUL11 / 0164011

Miles Out: 9076 Plan: RCU28 Class: Q4

Rental Location: TULSA INT'L AP

Rental Time: 03/13/25 at 11:30 AM

Return Location: TULSA INT'L AP

Return Time: 04/12/25 at 11:00 AM

Extend rental: <https://www.hertz.com/rentalextension>
Emergency Road Service 1-800-654-6060

For Explanation of Charges: WWW.HERTZ.COM/CHARGEEXPLAINED

This estimate assumes you will rent and return at the locations and times indicated, and that you will not exceed any mileage limitations.
Rental Rate subject to change if you return car more than 24 hours before or 24 hours after scheduled Return Time. Late returns may be subject to extra hour and/or extra day charges.
Charge indicated as "T" will be calculated at return.
Taxable charges are preceded by a "T".
65593-425 PG 1 CF 7 #02 GS

Actual Bill/Receipt

Hertz

#02 PN

RR
RES

FULLERTON

INITIAL CHARGES

RENT RT \$1197.21 / MONTH @ 1 / MONTHS \$ 1197.21

SUBTOTAL 1 \$ 1197.21

DISCOUNT - R 6% \$ 71.83

SUBTOTAL LESS DISCOUNT T \$ 1125.38

CHARGES ADDED DURING RENTAL

LDW DECLINED

LIS DECLINED

PAI, PEC DECLINED

PREM RD SVC DECLINED

* ADDITIONAL CHARGES

SERVICE CHARGES/TAXES

CONCESSION FEE RECOVERY 11.11% T \$ 125.03

AIRPORT CUSTOMER FACILITY CHARGE \$ 120.00

TAX 4.517% ON TAXABLE TTL OF \$ 1250.41 \$ 181.52

TOTAL AMOUNT DUE \$ 1551.93

CHARGED ON VISA

Gold Plus Rewards Points Earned This Rental **PAID 1125**

FOR EXPLANATION OF THE ABOVE CHARGES,
PLEASE ASK A REPRESENTATIVE OR GO TO
WWW.HERTZ.COM/CHARGEEXPLAINED

VEHICLE: 01621 / 6753354 25 SIR COMPASS 2.5

LICENSE: TX VYM6265

FUEL: 100 % OUT 100 % IN

MILEAGE IN: 10521 TR-X MILES:

MILEAGE OUT: 9076 MILES ALLOWED:

MILES DRIVEN: 1445 MILES CHARGED:

ODP: 00176 - AAA OKLAHOMA

RENTED: TULSA INT'L AP

RENTAL: 03/13/25 11:30

RETURN: 04/11/25 13:09

RETURNED: TULSA INT'L AP

COMPLETED BY: 6984/OKTUL11

PLAN IN: RCU28 RATE CLASS: Q4

PLAN OUT: RCU28

FF: ZE 1

www.Hertz.com

*Returned Hertz
Rental Car on
same day I
got my car
back from
repair shop.*

Returned Hertz

Rental Car - used
while my car was
repaired, due to
City of Norman
backing in to my
car.

STATEMENT OF CHARGES - NOT VALID FOR RENTAL

④ Hertz Rental Car - Pick Up Vehicle at Airport

I rented a Hertz Rental while my vehicle was in the shop for repairs. I rented the car from 3/13/25 (2 days after taking my car to shop) until 4/11/25, the day I picked up my car from the shop. I rented for 3 weeks, 5 days at a 1^(4 wks) month rate which was the best rental rate, versus 3 wks + daily rental.

The total Rental cost was \$1551.⁹³ which I paid with my Visa Credit Card on 4/11/25. (Receipt Attached)

Warning - State Law.

Use of contents for Incident Report

commercial solicitation

Investigation Completed

Investigation Made at Scene

Photographs

Pg Item 18.

Y N
☒ XRevised ☒ XFatality ☒ XHit and Run ☒ X

DO NOT WRITE IN THIS SPACE


OFFICIAL OKLAHOMA TRAFFIC COLLISION REPORT

(1) Reporting Agency NORMAN POLICE DEPARTMENT		Case Number (Agency Use) 2025-00011479		Motor Vehicles Involved 02	Number Injured 00	Number Killed 00																																																												
(2) Date of Collision (mm/dd/yyyy) 02172025		Time 1438	County Number and Name 14 CLEVELAND		Nearest City or Town Number and Name In <input checked="" type="checkbox"/> 20 NORMAN																																																													
(3) Distance from Nearest City or Town Limits Mi. <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> Ft. <input type="checkbox"/> E <input type="checkbox"/> W		Control #	Int ID	Location	East Grid	North Grid																																																												
(4) Street, Road or Highway 48TH AVE NW		Distance from At 0200	(Nearest) Intersecting Street, Road or Highway DAVINBROOK DR																																																															
(5) Unit 01	Occupants Type 02 D	Hit & Run <input type="checkbox"/>	Last Name CHURCHWELL	First	Middle	Suffix																																																												
(6) Address [REDACTED]		City [REDACTED]	State [REDACTED]	Zip [REDACTED]	Telephone (Use Area Code) [REDACTED]																																																													
(7) Driver License Number [REDACTED]		State OK	Class A	Endorsement(s) [REDACTED]	Restriction(s) [REDACTED]	Inj. Sev. 0																																																												
(8) Ejected Extricated Test (% BAC) Transported by Air 1 1 1 5 0		To Medical Facility	License Plate Number C140171		State OK	Month 00																																																												
(9) VIN KKB71827		Vehicle Year 2019	Color SIL	2nd Color 0	Make FORD	Model TRAN																																																												
(10) Insurance Company Name CITY OF NORMAN		Policy Number	Insurance Telephone (Use Area Code) 4053211600		Veh. Conf. 21																																																													
(11) Vehicle Removed by Driver <input checked="" type="checkbox"/>		Owner's Last Name CITY OF NORMAN	First	Middle	Suffix																																																													
(12) Owner's Address 201 W GRAY ST		City NORMAN	State OK	Zip 73069	Towed Veh. Type 00																																																													
(13) Citation Number [REDACTED]		Statute/Ordinance Number 32-411	Citation Number	Statute/Ordinance Number		Extent of Damage 3																																																												
(14) Unit 02		Occupants Type 02 D	Hit & Run <input type="checkbox"/>	Last Name FULLERTON	First RONALD	Middle																																																												
(15) Address [REDACTED]		City [REDACTED]	State [REDACTED]	Zip [REDACTED]	Telephone (Use Area Code) [REDACTED]																																																													
(16) Driver License Number [REDACTED]		State OK	Class D	Endorsement(s) [REDACTED]	Restriction(s) [REDACTED]	Inj. Sev. 1																																																												
(17) Ejected Extricated Test (% BAC) Transported by Air 1 1 1 5 0		To Medical Facility	License Plate Number [REDACTED]		State OK	Month 05																																																												
(18) VIN [REDACTED]		Vehicle Year 2021	Color SIL	2nd Color 0	Make LEXU	Model GX47																																																												
(19) Insurance Company Name [REDACTED]		Policy Number	Insurance Telephone (Use Area Code) [REDACTED]		Veh. Conf. 20																																																													
(20) Vehicle Removed by Driver <input checked="" type="checkbox"/>		Owner's Last Name [REDACTED]	First	Middle	Suffix																																																													
(21) Owner's Address [REDACTED]		City [REDACTED]	State [REDACTED]	Zip [REDACTED]	Towed Veh. Type 00																																																													
(22) Citation Number [REDACTED]		Statute/Ordinance Number	Citation Number	Statute/Ordinance Number		Extent of Damage 3																																																												
(23) Investigating Officer PIERCE		Badge Number 145735	Trp/Div. Assigned	Trp/Div. Location	Reviewer (Init.) BF	Reviewer Badge Number 106184																																																												
Date of Report (mm/dd/yyyy) 02172025																																																																		
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WARNING - STATE LAW

Use of contents for commercial solicitation is unlawful

Unit		Total Lanes in Roadway	Legal Speed	Pedestrian / Pedalcyclist Only			Was the collision in or near a construction, maintenance or utility work zone? (If yes, complete this section)		
				Actions Prior to Collision	Location at Time of Collision	Safety Equip.	Unit Number of Vehicle Striking	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
This unit will correspond to 'Unit 1'	01	02	45						
This unit will correspond to 'Unit 2'	02	02	45						
Light	1	What Vehicle Was Going to Do	Unit 1: 11 Unit 2: 05	Underride/Override	Unit 1: Unit 2:	Type of Work Zone			
1 Daylight		00 Not Applicable		0 Not Applicable		Location of the Work Zone Collision			
2 Dark-Not Lighted		01 Go Ahead		1 No Underride or Override		1 Before the First Work Zone Warning Sign			
3 Dark-Light		02 Turn Left		2 Underride, Compartment Intrusion		2 Advance Warning Area			
4 Dawn		03 Turn Right		3 Underride, No Compartment Intrusion		3 Transition Area			
5 Dusk		04 Make "U" Turn		4 Underride, Compartment Intrusion Unknown		4 Activity Area			
6 Dark-Unknown Lighting		05 Stop		5 Underride, Motor Vehicle in Transport		5 Termination Area			
7 Other		06 Slow for Cause		6 Underride, Other Motor Vehicle		9 Unknown			
9 Unknown		07 Start from Park/Stop		9 Unknown					
Weather	01	08 Change Lanes		Traffic Control	Unit 1: 00 Unit 2: 00	Workers Present Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown <input type="checkbox"/>			
01 Clear		09 Overtake		00 No Control		Trafficway	Unit 1: 2 Unit 2: 2	Unsafe / Unlawful Contributing Factors	
02 Fog/Smog/Smoke		10 Pass		01 Stop Sign		0 Not Applicable		Unit 1: 85 Unit 2: 98	
03 Cloudy		11 Back		02 Traffic Signal		1 One Way		FAILED TO YIELD	
04 Rain		12 Remain Stopped		03 Flashing Traffic Signal		2 Two-Way - Not Divided		01 From Stop Sign	
05 Snow		13 Remain Parked		04 School Zone Signs		3 Two-Way - Divided		02 From Yield Sign	
06 Sleet/Hail (Freezing Rain/Drizzle)		14 Enter/Merge in Traffic		05 Yield Sign		4 Two-Way - Divided - Positive Median Barrier		03 Private Drive	
07 Severe Crosswind		15 Negotiate a Curve		06 Warning Sign		5 Turn Lane		04 County Road at Through Highway	
08 Blowing Snow		16 Park		07 Railroad Advance Warning Sign		6 Ramp / Loop		05 From Signal Light	
09 Blowing Sand, Soil, Dirt		17 Other		08 Railroad Cross Bucks		7 Driveway		06 From Alley	
10 Other		99 Unknown		09 Railroad Gates		8 Alley / Parking Lot		07 To Pedestrian	
99 Unknown				10 Railroad Signal		9 Unknown		08 To Vehicle on Right	
Locality	6	What Vehicle Did	Unit 1: 11 Unit 2: 05	11 No Passing Zone		Vehicle Removal	Unit 1: 4 Unit 2: 4	09 To Vehicle in Intersection	
1 Residential		00 Not Applicable		12 Person (including flagger, law enforcement, crossing guard, etc.)		0 Not Applicable		10 To Emergency Vehicles	
2 Business		01 Went Ahead		13 Abnormal Control		1 Towed Due to Vehicle Damage		12 Other	
3 Industrial		02 Turned Left		14 Other		2 Towed For Reasons Other Than Damage		FOLLOWED TOO CLOSELY	
4 School		03 Turned Right		99 Unknown		3 Remained at Scene		13 Human Element	
5 Not Built-up		04 Entered "U" Turn		Road Surface Conditions	Unit 1: 01 Unit 2: 01	4 Driven from Scene		14 Traffic Condition	
6 Mixed Use		05 Stopped		01 Dry		9 Unknown		15 Weather Condition	
7 Other		06 Slowed		02 Wet		Vehicle Condition	Unit 1: 01 Unit 2: 01	UNSAFE SPEED	
9 Unknown		07 Started From Park/Stop		03 Ice/Frost		00 Not Applicable		16 Driver's Ability (Aged)	
Type of Intersection	0	08 Entered Other Lane		04 Snow		01 Apparently Normal		17 Inexperienced Driver - Young	
0 Not an Intersection		09 Overtaking		05 Mud, Dirt, Gravel		02 Brakes		18 Exceeding Legal Limit	
2 Y-Intersection		10 Passing		06 Slush		03 Headlights		19 For Traffic Conditions	
3 T-Intersection		11 Backed		07 Water (standing, moving)		04 Steering		20 For Type of Roadway (Gravel, Dirt, etc.)	
4 Four-Way Intersection		12 Remained Stopped		08 Sand		05 Tail Lights		21 For Ice or Snow on Roadway	
5 Five-Point or More Intersection as Part of Interchange		13 Remained Parked		09 Oil		06 Brake Lights		22 Rain or Wet Roadway	
6 Intersection as Part of Interchange		14 Entered/Merged		10 Other		07 Tires/Wheels		23 Wind	
7 Traffic Circle		15 Departed Rdwy-Right		99 Unknown		08 Suspension		24 Other Weather Conditions	
8 Roundabout		16 Departed Rdwy-Left		Road Character	Unit 1: Unit 2:	09 Signal lights		25 Vehicle Condition	
9 Unknown		17 Swerved Right		1 Grade	Unit 1: 1 Unit 2: 1	10 Windows		26 View Obstruction	
Incident Type	00	18 Swerved Left		2 Hillcrest		11 Truck Coupling/Trailer Hitch/Safety Chains		27 On Curve/Turn	
00 Not an Incident		19 Parked		3 Uphill		12 Mirrors	15 Other	28 Impeding Traffic	
51 Private Property		20 Other		4 Downhill		13 Wipers	99 Unknown	29 Other	
52 Deliberate Intent				5 Sag (bottom)		14 Power Train		IMPROPER TURN	
53 Medical Condition		Visibility Obscured by	Unit 1: 00 Unit 2: 00	Road Alignment	Unit 1: 1 Unit 2: 1	Special Function of Vehicle	Unit 1: 00 Unit 2: 00	30 From Wrong Lane	
54 Legal Intervention		00 Not Applicable		1 Straight		00 Not Applicable		31 From Direct Course	
55 Suicide		01 Trees		2 Curve - Left		01 School Bus		32 Right	
57 Drowning		02 Embankment		3 Curve - Right		02 Transit Bus		33 Left	
58 Other		03 Building		Road Surface Type	Unit 1: 2 Unit 2: 2	03 Inter-city Bus		34 Turn About/U-Turn	
Location of First Harmful Event	01	04 Signs		1 Concrete		04 Charter Bus		35 To Enter Private Drive	
01 On Roadway		05 Parked Vehicles		2 Asphalt		05 Other Bus		36 In Front of Oncoming Traffic	
02 Shoulder		06 High Weeds		3 Gravel		06 Military		37 Other	
03 Median		07 Fences		4 Dirt		07 OHP		38 CHANGED LANES UNSAFELY	
04 Roadside		08 Shrubbery		5 Brick		08 Other Police		39 STOPPED IN TRAFFIC LANE	
05 Gore		09 Ice, Snow or Frost on Windows		6 Other		09 Other Law Enforcement		FAILED TO STOP	
06 Separator		10 Smoke		9 Unknown		10 Ambulance		40 For Stop Sign	
07 Parking Lane/Zone		Driver Distracted by	Unit 1: 0 Unit 2: 0	Road Surface Type	Unit 1: 2 Unit 2: 2	11 Fire Truck		41 For Traffic Signal	
08 Off Roadway, Location Unknown		0 Not Applicable/None		1 Concrete		12 Public Owned Vehicle		42 For School Bus	
09 Outside Right-of Way		1 Electronic Communication Devices		2 Asphalt		13 Highway Equipment		43 For Railroad Gates/Signal	
10 Other		2 Other Electronic Device		3 Gravel		14 Special Mobilized Machine		44 For Officer/Flagman	
99 Unknown		3 Other Inside Vehicle		4 Dirt		15 Other	99 Unknown	45 At Sidewalk/Stopline	
		4 Other Outside Vehicle		5 Brick		Emergency Vehicle Responding to an Emergency	Unit 1: 0 Unit 2: 0	46 Other	
		9 Unknown		6 Other		0 N/A	2 No	UNSAFE VEHICLE	
				9 Unknown		1 Yes	9 Unknown	47 Brakes	
								48 Steering	
								Point of First Contact on Vehicle	
								Unit 1: 07 Unit 2: 01	
								Most Damaged Area	
								Unit 1: 01 Unit 2: 01	
								00 Not Applicable 13 Top	
								14 Undercarriage 99 Unknown	



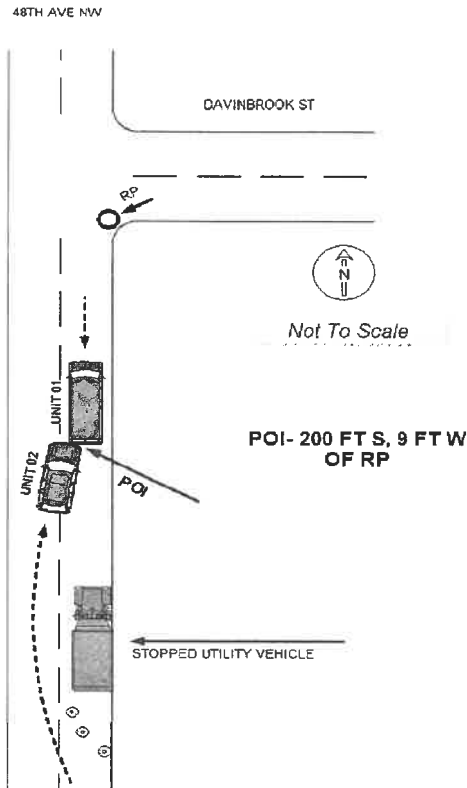
(24) Unit	Injured <input type="checkbox"/> Witness <input type="checkbox"/>	Passenger <input checked="" type="checkbox"/> Prop. Owner <input type="checkbox"/>	Pos in Veh.	Last Name	First	Middle	Suffix	DOB (mm/dd/yyyy)	Sex
01									M
(25)	Address		City		State	Zip	Telephone (Use Area Code)		
Same as Driver									
(26) Injury Severity / Type	OP Use	Air Bag	Ejected	Extricated	Transported by	To Medical Facility		Property Type	
1 0	04	1	1	1					
(27) Unit	Injured <input type="checkbox"/> Witness <input type="checkbox"/>	Passenger <input checked="" type="checkbox"/> Prop. Owner <input type="checkbox"/>	Pos in Veh.	Last Name	First	Middle	Suffix	DOB (mm/dd/yyyy)	Sex
02									F
(28)	Address		City		State	Zip	Telephone (Use Area Code)		
Same as Driver									
(29) Injury Severity / Type	OP Use	Air Bag	Ejected	Extricated	Transported by	To Medical Facility		Property Type	
0 0	04	0	1	1					
(30) Unit	Injured <input type="checkbox"/> Witness <input type="checkbox"/>	Passenger <input type="checkbox"/> Prop. Owner <input type="checkbox"/>	Pos in Veh.	Last Name	First	Middle	Suffix	DOB (mm/dd/yyyy)	Sex
(31)	Address		City		State	Zip	Telephone (Use Area Code)		
Same as Driver									
(32) Injury Severity / Type	OP Use	Air Bag	Ejected	Extricated	Transported by	To Medical Facility		Property Type	
(33) Unit	Injured <input type="checkbox"/> Witness <input type="checkbox"/>	Passenger <input type="checkbox"/> Prop. Owner <input type="checkbox"/>	Pos in Veh.	Last Name	First	Middle	Suffix	DOB (mm/dd/yyyy)	Sex
(34)	Address		City		State	Zip	Telephone (Use Area Code)		
Same as Driver									
(35) Injury Severity / Type	OP Use	Air Bag	Ejected	Extricated	Transported by	To Medical Facility		Property Type	

Complete information below if this vehicle is being used for COMMERCE/BUSINESS and has a GVWR/GCWR IN EXCESS OF 10,000 LBS., or has a HAZMAT PLACARD, or is a BUS WITH SEATING FOR NINE OR MORE INCLUDING THE DRIVER

(36) Unit	Carrier Name	Address	
(37) City	State	Zip	
(38) U.S. DOT Number	NASI Report Number	Placard Number	Haz. Mat. Class
	OK		
(39) Unit	Carrier Name	Address	
(40) City	State	Zip	
(41) U.S. DOT Number	NASI Report Number	Placard Number	Haz. Mat. Class
	OK		

Position in Vehicle 00. Not Applicable 18. Front Row - Other 28. Second Row - Other 38. Third Row - Other 48. Fourth Row - Other 50. Sleeper Section of Truck Cab See manual for additional seating examples	Vehicle Configuration 00. N/A 01. Passenger Veh.-2 Dr 02. Passenger Veh.-4 Dr 03. Passenger Veh. Conv. 04. Pickup 05. Single Unit Truck, 2 axles 06. Single Unit Truck, 3+ axles 07. School Bus 08. Truck/Trailer 09. Truck-Tractor (Bobtail) 10. Truck-Tractor/Semi-Trailer 11. Truck-Tractor/Double 12. Truck-Tractor/Triples 13. Bus/Large Van 9-15 occupants including driver 14. Bus 16+ occupants including driver 15. Motorcycle 16. Motor Scooter/Moped 17. Motor Home 18. Farm Machinery 19. ATV 20. SUV 21. Passenger Van 22. Truck more than 10,000 lbs., Cannot Classify 23. Van 10,000 lbs. or Less 24. Other 99. Unknown	Cargo Body Type 00. N/A 01. Bus 9-15 seats 02. Bus 16+ seats 03. Van / Enclosed Box / Stock Trailer 04. Cargo Tank 05. Flatbed 06. Intermodal 07. Dump Truck/Trailer 08. Concrete Mixer 09. Auto Transporter 10. Garbage/Refuse 11. Hopper (grain/chips/gravel) 12. Pole Trailer 13. Log Trailer 14. Vehicle Towing Vehicle 15. Other 99. Unknown 250
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Latitude					Longitude					Railroad Crossing Number		Roadway Orientation	Unit Number	01	NE	N	SW	Unit Number	02	NE	N	SW
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COLLISION EVENTS

Unit	First Event	Second Event	Third Event	Fourth Event	Most Harmful Event	First Harmful Event for the Entire Collision
01	34	00	00	00	34	34
Unit	First Event	Second Event	Third Event	Fourth Event	Most Harmful Event	
02	34	00	00	00	34	

00 Not Applicable	21 Fell/Jumped From Motor Vehicle
10 Overturn/Rollover	22 Thrown Or Falling Object
11 Fire/Explosion	23 Other Non-Collision
12 Immersion	PERSON, MOTOR VEHICLE, OR NON-FIXED OBJECT:
13 Jackknife	30 Pedestrian
14 Cargo/Equipment Loss or Shift	31 Pedal Cycle
15 Equipment Failure (Blown Tire, Brake Failure, etc.)	32 Railway Vehicle (train, engine)
16 Separation of Units	33 Animal
17 Departed Road Right	34 Motor Vehicle in Transport
18 Departed Road Left	35 Parked Motor Vehicle
19 Cross Median/Centerline	36 Struck by Falling, Shifting Cargo or Anything Set in Motion by Motor Vehicle
20 Downhill Runaway	

37 Work Zone/Maintenance Equipment	56 Pavement Drop-Off
38 Other Non-Fixed Object	57 Ditch
FIXED OBJECT:	58 Embankment
40 Barrier (Cable)	59 Tree (Standing)
41 Barrier (Concrete)	60 Dividing Strip
42 Barrier (Other)	61 Retaining Wall
43 Fence Pole	62 Bridge Abutment
44 Fence	63 Bridge Pier or Support
45 Traffic Signal Support	64 Bridge Rail
46 Traffic Sign Support	65 Bridge Post
47 Utility Pole/Light Support	66 Bridge Curb
48 Other Post/Pole/Support	67 Bridge Super Structure (Beams)
49 Guardrail/Guardrail Face	68 Bridge Overhead Structure
50 Guardrail End	69 Delineator
51 Culvert	70 Mailbox
52 Curb	71 Other Fixed Object
53 Island	72 Other Highway Structure
54 Sand Barrels	73 Ground
55 Impact Attenuator/ Crash Cushion	99 Unknown

Remarks

UNIT 02 WAS TRAVELING NORTH ON 48TH NW JUST S OF DAVINBROOK. THERE WAS A STATIONARY CITY UTILITIES TRUCK BLOCKING THE LANE OF TRAVEL. UNIT 02 PASSED THE STATIONARY TRUCK AND ATTEMPTED TO RETURN TO THE NORTHBOUND LANE. UNIT 01 WAS WORKING WITH THE STATIONARY UTILITIES TRUCK AND BEGAN TO BACK UP. UNIT 02 COULD NOT MOVE OUT OF THE WAY DUE TO ONCOMING TRAFFIC AND TRIED TO WAIVE UNIT 01 BUT UNIT 01 KEPT BACKING AND THEN COLLIDED WITH UNIT 02

File Attachments for Item:

19. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATIONS IN THE AMOUNT OF \$1,500 FROM THE RSB TRUST AND \$1,926.25 FROM NORMAN PUBLIC SCHOOLS TO BE USED AT THE NORMAN ANIMAL WELFARE CENTER.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 5/13/2025

REQUESTER: Kellee Robertson, Manager, Animal Welfare Division

PRESENTER: Kevin Foster, Chief of Police

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATIONS IN THE AMOUNT OF \$1,500 FROM THE RSB TRUST AND \$1,926.25 FROM NORMAN PUBLIC SCHOOLS TO BE USED AT THE NORMAN ANIMAL WELFARE CENTER.

BACKGROUND:

Section 12-111 of the City Code requires that the City Council accept any donation of \$250 before use of disbursement. This item is being brought forward for that purpose. The Norman Animal Welfare Center often receives general, unsolicited donations for unspecified uses. These donations are accepted and deposited within a dedicated account, where they are maintained until requested and approved for disbursement for use by our facility.

DISCUSSION:

The Norman Animal Welfare Center has received a \$1,500 donation from The RSB Trust and a \$1,926.25 donation from Norman Public Schools to be used at the Center's discretion. The checks were donated to the Norman Animal Welfare with no stipulations or requests for a specific purpose.

RECOMMENDATION:

It is recommended that the City Council accept the donations of \$1,500 and \$1,926.25 and the money be deposited into the Animal Welfare / Other (Account No. 10-22431).

File Attachments for Item:

20. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$8,300 FROM THE CAVINS GROUP LLC OF NORMAN TO BE USED TO PURCHASE SERVICES AND ITEMS FOR NORMAN POLICE DEPARTMENT COMMUNITY OUTREACH EVENTS, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/13/2025

REQUESTER: Gary Hopcus, Captain

PRESENTER: Kevin Foster, Chief of Police

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$8,300 FROM THE CAVINS GROUP LLC OF NORMAN TO BE USED TO PURCHASE SERVICES AND ITEMS FOR NORMAN POLICE DEPARTMENT COMMUNITY OUTREACH EVENTS, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The Cavins Group LLC of Norman has donated \$8,300 to community outreach events hosted by the Norman Police Department. Examples of these events include National Night Out, Down with Driving, Clash for a Cause, Truck or Treat, Community Safety Day, Annual Police and Fire Chili Supper, and community cookouts. In accordance with City Code, Section 12-110, any donation in excess of \$250 must be accepted by the City Council. This item is being brought forward for that purpose.

DISCUSSION:

This is an unsolicited donation to the Norman Police Department, with the stipulation the funds be utilized for the community outreach events.

RECOMMENDATION:

It is recommended the City of Norman accept the donation of \$8,300 into the Police Donations account (106-363376) to be appropriated at a later date for future community outreach events.

File Attachments for Item:

21. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RECOMMENDATION FROM THE CITY ATTORNEY THAT THE CITY COUNCIL APPROVE A SETTLEMENT OF MISTY DAWN DEAN IN THE AMOUNT OF \$100,000.00 TO RESOLVE HER TORT CLAIM FILED FEBRUARY 3, 2025.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/13/2025

REQUESTER: AshLynn Wilkerson, Assistant City Attorney

PRESENTER: AshLynn Wilkerson, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RECOMMENDATION FROM THE CITY ATTORNEY THAT THE CITY COUNCIL APPROVE A SETTLEMENT OF MISTY DAWN DEAN IN THE AMOUNT OF \$100,000.00 TO RESOLVE HER TORT CLAIM FILED FEBRUARY 3, 2025.

BACKGROUND:

A claim was filed by Misty Dawn Dean, through her legal counsel L. Grant Gibson, for personal injury damages, for an initial demand of an amount of \$125,000.00, resulting from an automobile accident with a City vehicle in the intersection of N Porter Ave. and E Rock Creek Rd. on the afternoon of March 28, 2024.

DISCUSSION:

City Attorney staff discussed the merits of this claim and potential settlement during an executive session held on April 29, 2025. The settlement offer amount is within the range discussed and authorized by Council in such executive session.

Following Council approval of the settlement, a friendly suit will be initiated in the Cleveland County District Court so that the settlement may be reduced to a judgment to allow for it to be placed on the property tax rolls and paid over three years, as described in further detail below.

RECOMMENDATION:

It is believed that the proposed settlement is fair, reasonable and in the best interests of the City. It is recommended the settlement of this matter be approved by City Council and that this office be directed to reduce the settlement amount to judgment in accordance with 51 O.S. §159, and 62 O.S. §362. The settlement amount will then be placed on the property tax rolls for collection over the next three years. Under this process, one-third of the judgment amount plus interest at the statutory rate on the unpaid balance is collected through property tax roll assessments over that time period. This statutorily allowed procedure for payment of judgments against a municipality will minimize the impact of the settlement on City funds.

File Attachments for Item:

22. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2324-44: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND OKLAHOMA GAS & ELECTRIC COMPANY INCREASING THE CONTRACT AMOUNT BY \$144,585.00, FOR A TOTAL OF \$552,167.22, FOR RELOCATING OVERHEAD POWER LINES UNDERGROUND ON THE 2019 JENKINS AVENUE WIDENING BOND PROJECT AND APPROPRIATION OF FUNDS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/13/2025

REQUESTER: Tim Miles, City Engineer

PRESENTER: Scott Sturtz, Public Works Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2324-44: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND OKLAHOMA GAS & ELECTRIC COMPANY INCREASING THE CONTRACT AMOUNT BY \$144,585.00, FOR A TOTAL OF \$552,167.22, FOR RELOCATING OVERHEAD POWER LINES UNDERGROUND ON THE 2019 JENKINS AVENUE WIDENING BOND PROJECT AND APPROPRIATION OF FUNDS.

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 November 26, 2019, City Council awarded design Contract K-1920-91, for the Jenkins Avenue Widening Project to Freese and Nichols of Oklahoma City in the amount of \$827,005.00.

On September 8, 2020, the Norman City Council approved Programming Resolution No. R-2021-46 requesting federal funds for the Jenkins Avenue Widening Project. This resolution

states the City's commitment to adhere to the terms and conditions of a federally funded project including engineering design, acquisition of all necessary rights-of-way and relocation of utilities and encroachments at 100% the City's cost. In return, the Association of Central Oklahoma Governments (ACOG), through the Oklahoma Department of Transportation (ODOT), agrees to provide 80% of the construction cost, up to a project maximum of \$7,500,000 in federal funds, and administration of the construction with the matching share from the City of Norman.

On June 14, 2022, City Council approved on-call consultant Contract K-1314-103 with Pinnacle Consulting Group, Inc. of Oklahoma City for Right-of-Way acquisition services on the Jenkins Avenue Widening Project in the amount of \$74,500.00.

On January 24, 2023, City Council approved ODOT Project Agreement Contract K-2223-88 for the Jenkins Avenue Widening Project.

On July 25, 2023, City Council approved Contract K-2324-44 with OG&E for the overhead to underground electric relocation on the Jenkins Avenue Widening Project in the amount of \$407,582.22.

On August 13, 2024, City Council approved Amendment #1 to ODOT Project Agreement contract K-2223-88, for the Jenkins Avenue Widening Project.

On October 10, 2024, ODOT conducted a bid opening and the low bidder was Silver Star Construction Company of Moore, Oklahoma in the amount of \$15,517,350. After deducting the federal share of \$10,200,000, the City's construction cost is \$5,317,350 plus approximately \$1,241,000 in ODOT Construction Management for a total of \$6,558,350.

DISCUSSION:

One of the City's key obligations of this project was to relocate all existing utilities in the corridor that are in conflict with the street and storm water improvements. City staff coordinated the relocation of City owned, franchise, and University of Oklahoma owned utilities on this project. Most of the utilities within the project limits are underground or at the back of the properties except for along the east side of Jenkins Avenue between Timberdell Road and Constitution Street, and along the north side of Constitution Street between Jenkins Avenue and Monitor Avenue. Multiple City Councilmembers have requested that the overhead utilities be relocated underground when they are relocated for the project to make the area more aesthetically pleasing.

Oklahoma Gas & Electric (OG&E)'s cost is more expensive to relocate the electric line underground than overhead. When their utility lines are located within City right-of-way, OG&E relocates their overhead lines to a new location at no cost to the City. Since the City is specifically requesting OG&E to install their system underground, the City is required to pay the cost difference between overhead and underground, which was originally estimated to be \$407,582.22 for this project. This amount was based on the City paying the total actual cost difference between overhead to underground (\$810,640.00) and overhead to overhead (\$403,057.78), which was estimated to cost \$407,582.22.

City Council approved contract K-2324-44 with OG&E in the amount of \$407,582.22 with the understanding that this was based on OG&E's estimate and the final agreed amount owed would be based on the actual cost of the relocation.

Since the time of the estimate, both material and labor costs have significantly increased for underground utility work. As a result, and according to OG&E, the actual cost of this work was \$2,047,892.03 nearly \$1.2 million more than the estimated \$810,640.00. City staff and OG&E staff met to discuss the overage and the amount each party should pay for this relocation. Potentially, the City could have been responsible for \$1,644,834.72, which is the cost difference between the actual underground relocation and the estimated overhead relocation. However, owing to circumstances and information beyond the City's control, OG&E has stepped up and is paying all of the overage with the exception of a field change identified during the pre-work meeting, which resulted in extending the project limits. As a result, the City's final cost is the original estimated amount of \$407,582.22 plus the field change amount of \$144,585 for a total relocation cost of \$552,167.22. City staff greatly appreciates OG&E partnering with the City and accepting the majority of the additional cost.

Although, the underground relocation costs were not included in the original Jenkins Avenue Widening Bond Project budget, the City was successful in obtaining federal funds to pay 80% of construction, which has resulted in an overall project cost savings to date. Funds are currently available in the Jenkins Avenue Widening (Project No. BP0417, Account No. 50594019-46701) to pay the \$552,167.22 OG&E invoices.

RECOMMENDATION:

Staff recommends approval of Amendment No. 1 to Contract No. K-2324-44 with Oklahoma Gas & Electric and payment of the two invoices totaling \$552,167.22.

Amd. 1 to Contract K-2324-44

**AMENDMENT NO. 1 TO
ELECTRIC FACILITIES RELOCATION AGREEMENT
Between the City of Norman, OK and Oklahoma Gas and Electric Company**

THIS AMENDMENT NO. 1 TO ELECTRIC FACILITIES RELOCATION AGREEMENT ("Agreement") is made and entered into this _____ day of **May, 2025** ("Effective Date") by and between Oklahoma Gas and Electric Company ("OG&E"), First Party, and the City of Norman ("CITY"), Second Party. The CITY and OG&E are herein sometimes individually referred to as "Party" and collectively as "Parties."

WITNESSETH:

WHEREAS, on **August 8, 2023**, the CITY and OG&E agreed to terms regarding OG&E's performance of services, the CITY's agreement to reimburse a portion of the costs relating to those services, as further set forth in that Agreement, Contract K-2324-44.

WHEREAS, OG&E proceeded to perform the services and sent a final invoice to the CITY for its reimbursement, which amount exceeded the estimated amount upon which the Agreement had originally been based.

WHEREAS, the Agreement set forth an initial estimate, and thus anticipated the Parties would need to "true up" the final reimbursement amount upon completion of the project.

WHEREAS, the CITY has reviewed the costs contained in the OG&E invoice and finds, based upon OG&E's representations, that the additional costs were reasonably incurred in relation to this project and that OG&E's request for reimbursement of these amounts is in compliance with the spirit of the original Agreement, and that OG&E should be reimbursed therefore, and as set out further herein.

NOW, THEREFORE, for and in consideration of the promises herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. An OG&E Invoice dated **April 4, 2025** is hereby attached as **Exhibit A** and incorporated by reference.
2. Paragraph 2 shall be supplemented to include the following:

Upon OG&E's completion of the services, the Parties hereby agree to a final reimbursement amount of **FIVE HUNDRED FIFTY-TWO THOUSAND ONE HUNDRED SIXTY-SEVEN AND 22/100 (\$552,167.22)**, due within thirty (30) days of the approval and effective date of Amendment No. 1 to K-2324-55. Payment of this amount shall fully satisfy and discharge any and all obligations of the CITY under this Agreement.

Amd. 1 to Contract K-2324-44

3. Contract K-2324-44 shall only be amended as required to give full force and effect to these amendments. All other terms of Contract K-2324-44 shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their undersigned duly authorized representatives, effective as of the date(s) first set forth above.

City of Norman ("CITY"):

Approved as to legality and form this 5 day of May, 2025.

Elizabeth Luckabaugh
City Attorney's Office

By: _____
Mayor Larry Heikkila

ATTEST: _____
Brenda Hall, City Clerk

Date: _____

Date: _____

Oklahoma Gas and Electric Company ("OG&E"):

By: Brian Huckabay
Brian Huckabay
Director Power Delivery Services

Date: 4/15/2025

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA

This instrument was acknowledged before me on the 15th day of April, 2025 by **Brian Huckabay, Director Power Delivery Services for Oklahoma Gas and Electric Company**, an Oklahoma Corporation, on behalf of the corporation.

My Commission Expires: July 28, 2027
(SEAL)

Brenda Hall
Notary Public



Amd. 1 to Contract K-2324-44

EXHIBIT A – 4/4/25 OG&E Invoice



INVOICE

Date: 04/04/2025

PLEASE REMIT PAYMENT TO:

OG&E Electric Services
P. O. Box 321
Oklahoma City, Ok 73101-0321
Attn: Haley Cochran M/C 505

RE: J3-6148(004)AG
Jenkins Avenue Reconstruction, City of
Norman, Cleveland County
Work Order: 8436004

Mr. Tim Miles, P.E.
225 N. Webster Avenue
Norman, OK 73069

**PLEASE RETURN ONE COPY
OF THIS INVOICE WITH YOUR
PAYMENT. THANK YOU.**

Description: OG&E has existing facilities located at Jenkins Avenue from Constitution Street to Timberdell Road, Constitution Street from Jenkins Avenue to Monitor Avenue, and Lawrence Avenue from Constitution Street to approximately 400' south of Constitution Street. The City has requested OG&E to relocate the OG&E Facilities underground. Additional cost incurred due to design changes requested by City of Norman staff during pre-construction meeting held on or around June 7, 2024.

TOTAL DUE OG&E ELECTRIC SERVICES

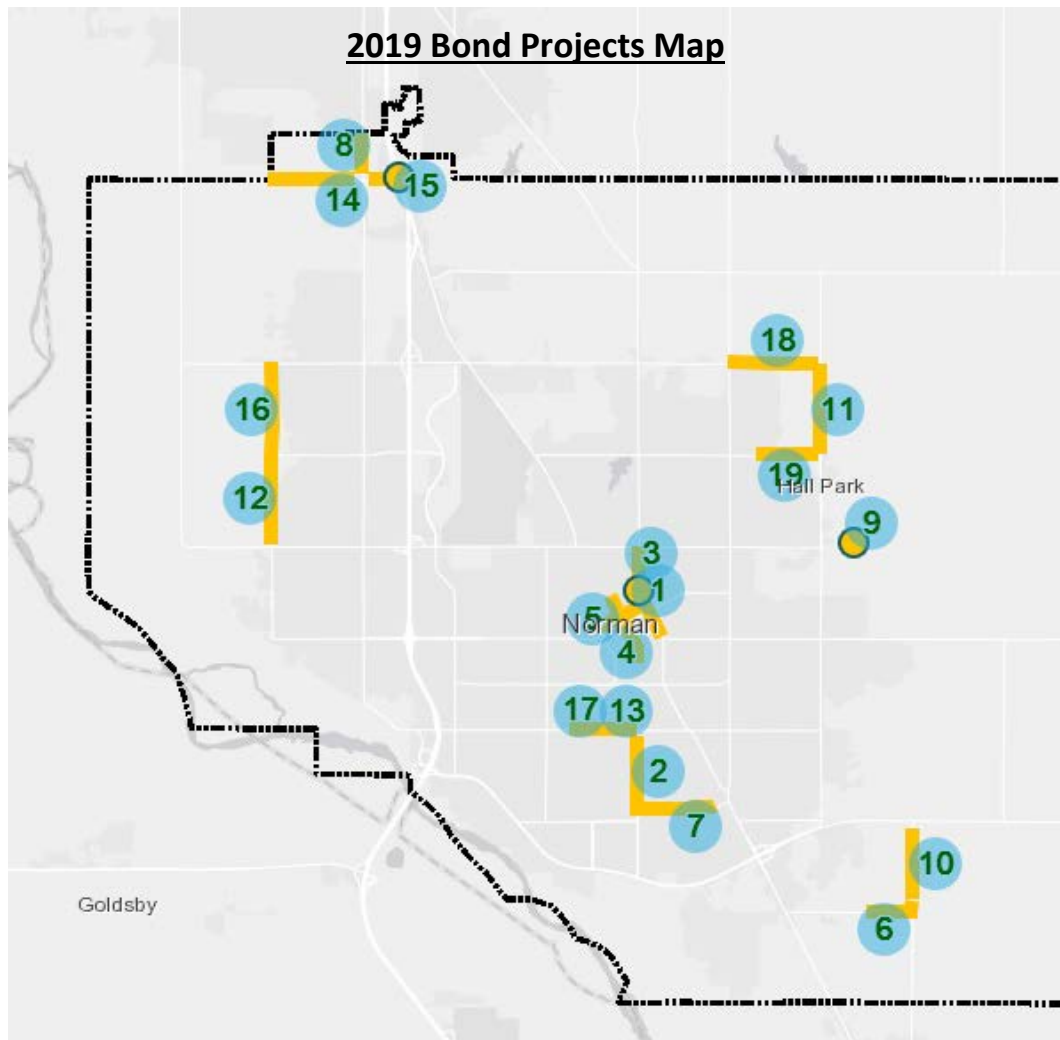
\$144,585.00



Jenkins Avenue Widening Project Location Map



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



August 26, 2024

Re: Authorization to Execute Agreements on Behalf of Oklahoma Gas and Electric Company Relating Generator Interconnection Agreements (GIA), Notice to Construct Agreements (NTC), Transmission line crossing agreements and Asset relocation agreements.

TO WHOM IT MAY CONCERN:

I, Andrea Dennis, pursuant to the Corporate Policy AD-14: Authorization and AFE Approval Policy, and Corporate Policy AD-12: Contract, Confidentiality Agreement and Filing of Company Agreements Policy, do hereby authorize Brian Huckabay, Director of Power Delivery Services, to execute agreements related to Generator Interconnection Agreements, Notice to Construct acceptance agreements, Transmission Line Crossing agreements and Asset relocation agreements on behalf of Oklahoma Gas and Electric Company.

Sincerely,

A handwritten signature in black ink, appearing to be 'AD', with a long horizontal line extending to the right.

Andrea Dennis
VP, Transmission and Distribution Ops

File Attachments for Item:

23. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2425-42: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MULTISPORTS, L.L.C., FOR THE YOUNG FAMILY ATHLETIC CENTER (YFAC) OUTDOOR PICKLEBALL COURTS CONSTRUCTION PROJECT AND FINAL PAYMENT OF \$13,642.10.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 5/13/2025

REQUESTER: James Briggs, Park Development Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2425-42: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MULTISPORTS, L.L.C., FOR THE YOUNG FAMILY ATHLETIC CENTER (YFAC) OUTDOOR PICKLEBALL COURTS CONSTRUCTION PROJECT AND FINAL PAYMENT OF \$13,642.10.

BACKGROUND:

On August 8, 2024, the City Council approved Bid Number 2324-43 for the YFAC Outdoor Pickleball Courts Construction Project. This project was funded via an appropriation from the Room Tax Fund Balance. The project scope included providing the final engineered court construction drawings for review and approval by the city, along with the construction of six (6) post-tensioned concrete pickleball courts with divider fences between courts and perimeter fence around all courts, including all nets, court surfacing, court colors, and final line work. Original proposals also included the price for installing lights around the new courts and the surrounding areas on the east side of the YFAC.

However, once all bids were opened and Multisports, L.L.C., was identified as the low bidder, the costs associated with lighting were removed from the project. They would later be awarded to a separate sports lighting contractor for a better price. The city agreed to also cover costs for third-party concrete testing from those funds in the project not being awarded to the low bidder. The final price for the final drawings and construction of the new pickleball courts, including all post-tensioning reports, was \$272,842.

DISCUSSION:

City Council approved Contract Number K-2425-42 for the YFAC Outdoor Pickleball Courts Construction Project to Multisports, L.L.C., for \$272,842; work began in September 2024. Monthly progress payments were made during the project construction, as work could be done during good weather in winter and spring.

On April 9, 2025, City of Norman Parks and Recreation Staff inspected the YFAC Outdoor Pickleball Construction Project, and found it complete as per specifications. Court lights are in the process of being installed, but others are doing that work.

RECOMMENDATION:

It is recommended that the City Council accept the YFAC Outdoor Pickleball Courts Construction Project as complete and authorize final payment in the amount of \$13,642.10 to Multisports, L.L.C. Funding is available for this project in the YFAC Outdoor Pickleball Courts Construction Project (Account 23793375-46101; Project RT0093).

File Attachments for Item:

24. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2425-75: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HAPPY PLAYGROUNDS, L.L.C., FOR THE WILLIAM MORGAN PARK PLAYGROUND PROJECT AND FINAL PAYMENT OF \$227,004.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 5/13/2025

REQUESTER: James Briggs, Park Development Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2425-75: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HAPPY PLAYGROUNDS, L.L.C., FOR THE WILLIAM MORGAN PARK PLAYGROUND PROJECT AND FINAL PAYMENT OF \$227,004.

BACKGROUND:

On December 10, 2024, the City Council approved RFP Number 2425-22 for the William Morgan Park Playground Project. This project was funded as part of the NORMAN FORWARD Neighborhood Park Improvements Program. The project scope included a proposal to provide and install a boulder-themed playground that utilized the existing park swing set and the old play boulder that used to be in Andrews Park, which was being stored by the city for re-use someday.

All bidders were asked to maximize the stated budget, provide some shade over the new equipment, and install a synthetic turf impact-attenuating surface, as is done on all of our new neighborhood playgrounds. Other work in the park to upgrade park furnishings, walkways, and landscaping would be done by others. After a review of proposals submitted by five different vendors who complied with the requirements of the RFP, it was decided to award the project to Happy Playgrounds in the amount of \$227,004.

DISCUSSION:

City Council approved Contract Number K-2425-75 for the William Morgan Playground Project to Happy Playgrounds, L.L.C., for \$227,004; and work began on-site, once the new equipment was shipped in January 2025. Work proceeded throughout the winter and spring, as weather allowed. No partial pay requests were submitted during this period. One lump sum payment request will cover all costs once it is complete.

On April 16, 2025, the City of Norman Parks staff inspected the William Morgan Playground Project and found it complete per specifications. Other contractors are doing concrete work, site grading, park furniture improvements, and final landscaping work at the park site.

RECOMMENDATION:

It is recommended that the City Council accept the William Morgan Playground Project as complete and authorize final payment in the amount of \$227,004 to Happy Playgrounds, L.L.C. Funding is available for this project in the NORMAN FORWARD Neighborhood Park Improvements Project (Account 51798830-46101; Project NFP101).

File Attachments for Item:

25. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-95: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND EIGHTTWENTY OKLAHOMA, L.L.C., (DBA EIGHTTWENTY) FOR A TOTAL OF \$95,952 FOR THE INSTALLATION OF SOLAR PHOTOVOLTAIC ENERGY GENERATING EQUIPMENT (SOLAR PANELS) ATOP THE CITY OF NORMAN HOUSEHOLD HAZARDOUS WASTE FACILITY.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/13/2025

REQUESTER: Michele Loudenback

PRESENTER: Michele Loudenback, Environmental and Sustainability Manager

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-95: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND EIGHTTWENTY OKLAHOMA, L.L.C., (DBA EIGHTTWENTY) FOR A TOTAL OF \$95,952 FOR THE INSTALLATION OF SOLAR PHOTOVOLTAIC ENERGY GENERATING EQUIPMENT (SOLAR PANELS) ATOP THE CITY OF NORMAN HOUSEHOLD HAZARDOUS WASTE FACILITY.

BACKGROUND:

The Energy Efficiency and Conservation Block Grant Program (EECBG) was designed to assist local governments and tribes in implementing strategies to reduce energy use, cut carbon emissions, and improve energy efficiency. The program is authorized under Title V, Subtitle E of the Energy Independence and Security Act ("EISA") of 2007, as amended, 42 U.S.C. 17151 et seq., which was signed into law on December 19, 2007.

Additionally, on August 9, 2005, Mayor Haralson signed the United States Mayors' Climate Protection Agreement which consisted of 12 recommended action items designed to reduce global warming emissions and increase energy conservation. Norman's Environmental Control Advisory Board (ECAB) is tasked with creating and updating recommendations every five years. The most recent review was finalized in 2023. Recommendations include reducing City of Norman operations' greenhouse gas emissions by 25% by 2028 and increasing renewable energy use throughout the City with a goal of reaching 100% renewable energy consumption by the year 2050. One way to reach this goal is by installing renewable energy generating equipment on municipal facilities.

On January 2, 2024, the City issued Request for Proposals, RFP No. 2324-20, seeking proposals from firms interested and qualified to help lead a community group-purchasing solar energy program called the Norman Solar Initiative. Following a competitive selection process, EightTwenty, LLC, was awarded the contract. As part of the proposal, EightTwenty provided a reduced-cost structure for solar panels through group purchasing, which leverages economies of scale to lower costs.

On October 22, 2024, Council adopted Resolution R-2425-61 authorizing submission of a grant application for the Energy Efficiency and Conservation Block Grant Program for the purpose of funding solar improvements at the Household Hazardous Waste Facility (HHWF), as well as other initiatives. Since this project's cost is under \$100,000, there was no requirement to solicit separate bids under the Public Competitive Bidding Act, enabling the City to contract directly with EightTwenty and take advantage of the Norman Solar Initiative pricing previously obtained through a competitive RFP process.

DISCUSSION:

On October 22, 2024, Council authorized application to the EECBG. The non-competitive eligible grant funds allocated to the City is in an amount not to exceed \$171,050. Approximately half of these funds (\$95,952) will be used for a solar panel installation on the roof of the Household Hazardous Waste Facility. The full cost of this installation will be reimbursed through the City's EECBG allocation.

The project will reduce greenhouse gas emissions at the facility by utilizing renewable energy, supporting the emission reduction goals outlined in the Mayors' Climate Protection Agreement and its subsequent updates. In addition to environmental benefits, the solar installation will lower operational energy costs over time and contribute to grid resiliency by generating on-site power. Additionally, the project also fits within with the broader Norman Solar Initiative.

On April 24, 2025, staff was notified by the EECBG Program that the City may begin implementing the project. To the fund the project until receipt of grant fund reimbursement, an appropriation of \$99,999 from the Sanitation Fund balance (339-29000) into the HHW Solar Facility construction account (33955944-46101 / SA0026) is proposed. These funds will provide sufficient funding for the contract amount of \$95,952.00 plus contingency. Future proceeds from the grant funds will be received into the Sanitation Fund to reimburse the project expenses.

RECOMMENDATION 1:

Staff recommends approval of Contract K-2425-95 in the amount of \$95,952 with EightTwenty Oklahoma, LLC.

RECOMMENDATION 2:

Staff recommends appropriation of \$95,952 from the Sanitation Fund balance (33-29000) into HHW Solar Facility construction account (33955944-46101 / SA0026).

Solar Purchase and Installation Agreement

THIS AGREEMENT is dated as of 5/5/25, 2025 by and between EightTwenty Oklahoma, LLC (DBA EightTwenty), hereinafter referred to as the "Contractor", and City of Norman, Oklahoma, hereinafter referred to as the "Owner". Owner and Contractor may be referred to individually herein as a "Party" and collectively as the "Parties."

Recitals

WHEREAS, Owner desires engage Contractor for the purchase and installation of solar photovoltaic electric generating equipment on the City's Household Hazardous Waste building (the "Project"), located 3901 Chautauqua Avenue, Norman Oklahoma (the "Premises"); and

WHEREAS, Owner has applied for funding under the Energy Efficiency and Conservation Block Grant Program ("EECBG") in order to fund solar improvements to the Household Hazardous Waste Facility, which are the subject of this agreement; and

WHEREAS, the Parties understand the funds available under the EECBG will be subject to various Federal, Department of Energy ("DOE"), and EECBG rules and regulations.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and promises herein set forth, the parties do hereby covenant and agree

Section 1: **Scope of Work**

Contractor shall engineer, design, and construct the Project. The Contractor shall furnish all materials and perform all work in accordance with this Agreement and as shown on the drawings and/or described in the specifications entitled "Exhibit A", as it pertains to work to be performed on property located at the Premises.

Section 2: **Sequence of Work**

1. **Notice to Proceed.** Contractor will commence with project pre-construction activities upon 1) receipt of signed contract and 2) a written notice to proceed from Owner. Pre-construction activities shall include, but are not limited to, engineering, permitting, interconnection and procurement of materials and subcontractors for the work.
2. **Commencement of Construction.** Contractor shall commence construction upon Owner's approval of all required applicable permits and engineering drawings and documents requested by Owner. Contractor shall complete the Project in accordance with the schedule as set forth in "Exhibit B".
3. **Final Completion.** "Final Completion" of the Project shall be deemed to have occurred upon Owner's written confirmation that all of the following conditions have been satisfied:

- a. The system is generating electricity;
 - b. Contractor shall have provided Owner's personnel with operation and maintenance training to with respect to the project and related equipment;
 - c. Contractor shall have provided to Owner a list of the Project's major equipment and software, including, without limitation, the make and model number of all photovoltaic modules, inverters, racking, step-up transformers, switchgear and balance of system components;
 - d. Contractor shall have provided Owner with the final versions, in hard copy and electronic formats, of the Owner's manual(s), operator's manual(s), test and inspection certificates, and any reports applicable to the work;
 - e. Contractor shall have removed all of its construction equipment, material and support personnel from the Premises;
 - f. Contractor shall have provided Owner with invoices or other documentation evidencing Contractor's proof of purchase of all the installed equipment and shall have provided Owner with all warranty documents for the equipment; and
 - g. The Premises shall be (i) free of Contractor or subcontractor-generated waste, garbage and construction debris, and (ii) in a condition equal to or better than the condition that the Project and Premises were in at the commencement of construction, except for non-material changes that do not affect structure, function, topography, landscaping or access that were necessary and typical for construction.
4. Notice of Final Completion. Written confirmation from Owner of Final Completion shall not constitute acceptance by Owner of defective or otherwise non-conforming work or in any way operate to release Contractor from any obligation under this Agreement (other than the obligation of Contractor to achieve Final Completion); provided, however, that in the event that defective or otherwise non-conforming work is discovered by Owner during the period of twelve (12) months from the date of Owner's written confirmation of Final Completion, then said defective or otherwise non-conforming work shall be corrected at Contractor's sole cost and expense.

Section 3: Inspection

All work performed by Contractor or its subcontractors shall be subject to inspection by Owner, and any independent engineers of Owner, but such right of inspection, or such inspection, of the work shall not relieve Contractor of its responsibility in accordance with the provisions hereof for the performance or quality of the work. Owner shall ensure, in coordination with Contractor, that any inspections by Owner do not unreasonably interfere with or delay Contractor's performance of the work under this Agreement.

Section 4: **Contract Price**

1. **Amount.** Subject to the sufficient appropriation by Norman City Council of Federal EECBG funding, as full compensation for the work and all of Contractor's obligations hereunder, Owner shall pay to Contractor as the contract price for the work (the "Contract Price") hereunder the sum of ninety-five thousand nine hundred fifty-two dollars and No/100 Dollars (\$95,952.00) for the Project. This Contract Price is subject to additions and deductions pursuant to authorized written change orders, however, in no event shall the total Contract Price exceed \$99,999.00.
2. **Fixed Price.** Except as otherwise set forth herein, the Contract Price is firm and fixed and not subject to any variation or price adjustments and includes all taxes, direct and indirect costs and expenses to be incurred by Contractor in connection with the completion of the Project, except excluding the costs for approved change orders.

Section 5: **Invoicing and Payment**

1. **Milestones.** The milestones set forth in Exhibit B attached hereto have allocated to them the amount of the Contract Price which Contractor shall be entitled to receive upon the completion of the particular milestone. To the best of Contractor's knowledge and judgment, each milestone payment listed on Exhibit B is a reasonable representation of the value of the related elements and stages of the work and that such allocated amounts are fair and reasonable.
2. **Invoices.** Upon completion of a particular milestone set forth in Exhibit B, Contractor shall submit to Owner an invoice, via email, with respect to such milestone that Contractor has completed and for which Contractor has not been paid.
3. **Payments.** Upon receipt of invoice, Owner shall have seven (7) business days to advise Contractor by written notice in accordance with Section 12.4 if the invoice is deficient in any material respect. If so, Contractor shall be required to resubmit that invoice in proper form before Owner incurs any obligation to pay any disputed milestone in it. Except for any milestone(s) of any invoices disputed in good faith, the undisputed milestone(s) of all invoices shall be paid by Owner. Owner shall have the right to withhold payment on any portions milestone(s) disputed in good faith until such dispute is cured by to Owner's satisfaction. If a payment obligation falls due on a day other than a business day, the obligation shall be deemed to be due on the next business day. At the discretion of Owner, all payments may be made by ACH or wire transfer pursuant to payment instructions provided by Contractor.
4. **Final Invoice.** Upon Final Completion, Contractor shall submit to Owner a final invoice which shall set forth all remaining amounts due to it pursuant to this Agreement.
5. **No Acceptance by Payment.** No partial payment made under this Agreement shall be construed to be acceptance or approval of any part of the work or to relieve Contractor of any of its obligations under this Agreement. No partial payment made under this Agreement shall be construed to be acceptance by the Contractor as a settlement payment on any disputed amounts.

Section 6: Warranties

1. 10-Year Limited Workmanship and Installation Warranty. Contractor warrants that the system will be constructed and installed in a good workmanlike manner according to the standards of care and diligence generally practiced by solar engineering, construction, and installation companies when installing photovoltaic solar power systems of a similar size and type as the system in the geographic region where the Premises is located, and pursuant to good engineering design practices, (ii) manufacturer's instructions, (iii) applicable law (including local codes and standards), (iv) required governmental approvals and permits, and (v) applicable requirements of the local utility. This 10-Year Limited Workmanship and Installation Warranty will extend for a period of ten (10) years from the date installation of the System is completed by Contractor or its subcontractors.
2. 10-Year Limited Roofing Penetration Warranty. Contractor warrants Owner roof against damage and water infiltration at each roofing penetration made by Contractor in connection with the installation of the System and the surrounding area of each such penetration (collectively, the "Covered Roof Areas"). The Contractor does not warrant or guarantee the condition of the roof prior to installation of the system. Contractor will repair damage to Owner roof and repair or compensate Owner for actual physical damage to Owner property resulting from any water infiltration in the event of failure or defects in the Covered Roof Areas. This Roofing Penetration Warranty will extend for a period of ten (10) years from the date installation of the system is completed by Contractor or its subcontractors. Contractor shall work with Owner to ensure that roof penetrations made by Contractor do not violate any of Owner's existing roofing warranties.
3. Maintenance. Operational maintenance, such as panel cleaning, not covered by the above warranty is not included in this contract and may be purchased and billed separately.

Section 7: Production Guarantee.

1. Production Guarantee. Contractor guarantees system production in the following manner: If the 35 kW DC STC solar panel system produces less than 42,821 kilowatt-hours (kWh) in year one, the contractor will install additional solar panel(s) to bring the total solar production to at least 42,821 kilowatt-hours (kWh). This amount is equal to 90% of the expected performance of the system. If space is not available for a system expansion, the Contractor will refund the Owner. The refund would equal the percentage of the production shortfall (amount beyond 90%) multiplied by the Contract Price. (e.g. if the system performed at 89%, Owner would receive a 1% refund).
2. Limitations on Guarantee. The production guarantee does not include loss of kWh production due to Force Majeure Events. A Force Majeure Event, for purposes of this section, is an extraordinary event such as a natural disaster, government forced shut down of commercial operations or order to shelter in place, or labor strike that is outside the control of the Contractor or Owner that prevents performance of obligations. Additionally, the system must be connected to the monitoring software at all times

during the first year to allow Contractor to monitor kWh production.

Section 8: Contractor Responsibilities

1. Subcontractors. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Agreement.
2. Site Remediation. If trenching is done for buried conduit, then backfill will be done by Contractor or subcontractor with existing spoils only to a mound one time. Seed, hay, and/or sod is not included. Contractor is not responsible for damage, if any, to tree roots, flowers or plants. If a boom lift or scissor lift is used, Contractor is not responsible for tire marks or ruts in the Owner yard/field or the Owner surrounding property. Contractor agrees to remove all debris and leave the Premises in broom clean condition.
3. Licensed Contractor. Contractor represents and warrants that EightTwenty is a Licensed Contractor in the following jurisdictions: Arkansas (0424630423), Indiana (by County), Kentucky (CE65963), Missouri (2021047158), Oklahoma (OK095963), Texas (37191).
4. No Liens. Contractor shall not be permitted to file or caused to be filed any lien in connection with the Project, the Premises, or any other structure or equipment at the Premises. In the event that any liens are filed in connection with this Project, Contractor shall immediately furnish Owner appropriate releases or waivers of lien for all work performed or materials provided.
5. Permits. Contractor shall obtain, renew and maintain, or cause to be obtained, renewed and maintained, and shall file or cause to be filed any documents required to obtain, renew or maintain, any applicable permits necessary to perform the construction work under this Agreement.
6. Compliance with Laws. All activities of Contractor, its employees, subcontractors and/or agents will be carried out in compliance with all applicable federal, state, and local laws and regulations.
7. Site Photography. Contractor reserves the right to photograph and take video footage of the project site for future marketing purposes.

Section 9: Indemnification

Contractor agrees to indemnify, defend and hold Owner, its respective affiliates, officers, directors, employees, shareholders and agents harmless from and against any and all liabilities, claims, costs, losses, damages, and other expenses that Owner may incur, become responsible for, or pay out as a result of or in connection with bodily injury (including death) to any person, damage to any property, contamination of or adverse effects on the environment, or any violation of applicable laws or regulations, in connection with or arising out of any and all acts or omissions of Contractor, Contractor's agents, representatives, subcontractors, or employees under or in connection with this Agreement or system, including but not limited to the Contractor's breach of any provision or warranty contained

herein.

Section 10: Termination

This Agreement incorporates the provisions of 2 CFR 200.339 pertaining to remedies for noncompliance with this Agreement. The Owner may also unilaterally terminate or suspend this Agreement, in whole or in part when deemed to be in the best interest of the City to do so, upon a 10 day written notice from the Owner to Contractor, when practical, for the following reasons:

- a. Failure to comply with the provisions of this Agreement.
- b. The carrying out of the Project or the objective of this Agreement is rendered unfeasible, impossible, or illegal.
- c. Upon the determination of the Owner that the Agreement be suspended or terminated without cause.
- d. For the convenience of the Owner.

Section 11: Federal Provisions

1. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:

- a. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
2. Compliance with the Copeland "Anti-Kickback" Act
- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 20 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
 - b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the awarding Federal agency or Contracting Entity may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - c. Breach. A breach of the contract clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

3. Compliance with the Davis Bacon Act.

- a. Contractor. Contractor acknowledges that by entering into this Agreement with Owner, funded by an Department of Energy, Contractor agrees to comply with Davis-Bacon and Related Acts (DBRA) requirements if this Agreement is for activities covered under DBRA, including all applicable requirements described in 29 CFR 5.5.
- b. Compliance. Contractor agrees to cooperate with Owner and provide all documentation as deemed reasonably necessary by Owner to comply with all applicable law, regulations, guidelines, and conditions, including, but not limited to, payroll reports and documentation. Contractor shall provide such documentation in the time and manner as may be requested by Owner.
- c. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Department of Energy or Owner may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- d. Breach. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Section 12: Miscellaneous Provisions

1. Governing Law. This Agreement shall be governed by the laws of the State of Oklahoma.
2. Entire Agreement. This Agreement represents the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes any or all previous agreements or arrangements (whether oral or written) between the Parties.
3. Insurance. The Contractor will be responsible for obtaining insurance as required by the Owner and the State of Oklahoma to protect and hold harmless Owner's employees and Owner from liability in cases of accident and injury to persons or property. At a minimum, the following amounts of insurance coverage are required during the life of the contract:
 - a. Worker's compensation insurance for Contractor's employees as required by Oklahoma Workers Compensation Statutes.
 - b. Comprehensive general liability insurance with a minimum of \$125,000 for bodily injury or death and \$25,000 for property damage, per person, and \$1,000,000 per occurrence.
 - c. Comprehensive automobile liability insurance with a minimum of \$125,000 for bodily injury or death and \$25,000 for property damage, per person, and \$1,000,000 per occurrence.
 - d. Professional Liability (errors and omissions) insurance with a minimum policy value of \$1,000,000.

4. Notices. 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):

Owner: City of Norman, Oklahoma
Attn: Director of Utilities
P.O. Box 370
225 N Webster Ave
Norman, OK 73069
Phone: (405) 366-5443
E-mail: Chris.Mattingly@NormanOK.gov
With CC to:
E-mail: Michele.Loudenback@NormanOK.gov

Contractor: EightTwenty Oklahoma, LLC (DBA EightTwenty)
Tony Capucille
tony@eighttwenty.com

By giving at least ten (10) days prior written notice thereof, any party hereto may, from time to time and at any time, change its mailing address hereunder. Rejection or other refusal to accept or inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication.

5. Severability. In case any provision in this Agreement shall be invalid, illegal or unenforceable, such provision shall be severable from the remainder of such contract and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
6. Survival. All representation, warranties and covenants of the parties shall survive termination of this Agreement.
7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Any counterpart may be delivered by electronic communication in portable document format (.pdf), and the Parties agree that their electronically transmitted signatures shall have the same effect as manually transmitted signatures.
8. Entire Agreement. This Agreement, including the Schedules and Exhibits hereto, constitutes the entire Agreement between the Parties and supersedes any previous communications, representations or Agreements, whether oral or written, with respect to the subject matter hereof. There are no additions to, or deletions from, or changes in, any of the provisions hereof, and no understandings, representations or Agreements

concerning any of the same, which are not expressed herein, unless stated below.

IN WITNESS WHEREOF, the Parties have executed and delivered this Solar Purchase and Installation Agreement as of the Effective Date. 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.

Owner: **CITY OF NORMAN, OKLAHOMA**

By: _____

Name: Larry Heikkila

Title: Mayor

ATTEST:

City Clerk

Approved as to form and legality this 8
day of May, 2025.

City Attorney

Contractor: **EIGHTTWENTY OKLAHOMA, LLC**

By: _____

Name: Anthony N. Capelle

Title: CEO

ACKNOWLEDGEMENT

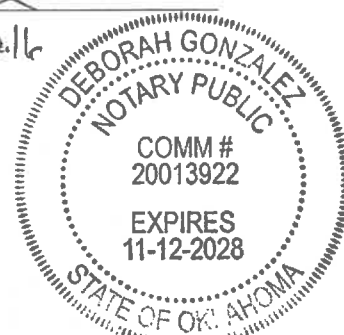
STATE OF Oklahoma)
)
COUNTY OF Cleveland)

ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 8th day of May, 2025, personally appeared Anthony Capelle to me known to be the identical person who executed the foregoing, and acknowledged to me that he/she executed the same as 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.

Deborah Gonzalez




Notary Public

Exhibit A

Primary Materials List

1. Project Description: The purchase and installation of a 35.36kW solar photovoltaic electric generating system that will produce 4,500 kW/year (See the materials list in Exhibit A Section 8) on the City's Household Hazardous Waste Facility building.
2. Provider's Scope of Work is to engineer, design, procure, permit, construct, interconnect, commission, startup and test a turnkey photovoltaic system which is built as indicated in accordance with this Agreement and which meets productivity guarantees as identified in Section 6 of the above Agreement.
3. It is the Contractor's sole responsibility to ensure that all aspects of Project design and construction comply with all federal, state, and local code requirements and all industry codes and standards.
4. Engineering
 - a. Contractor is responsible for all electrical, structural engineering and design. All drawings, studies and documentation submitted to any authority having jurisdiction shall be signed and sealed by a professional engineer registered in the State of Oklahoma.
 - b. Contractor shall perform all engineering and design work within the scope defined and in accordance with all applicable building, electrical, safety and fire codes.
 - c. Contractor shall apply for and obtain all required construction permits in order to construct the Project.
 - d. Power generated by the Project shall be compatible with the electric power system to which the Project is interconnected.
 - e. All vendor documents received by Contractor shall be maintained by Contractor and available to Owner at all times.
5. Procurement
 - a. Contractor shall be responsible for the procurement, handling, shipping costs and delivery of all equipment, materials and services, including, without limitation, locating, negotiating, inspecting, expediting, shipping, shipping permits, unloading, receiving, verifying, customs clearance and claims.
 - b. All equipment stored at the Premises shall be in accordance with Good Industry Practices and manufacturer's recommendations. Contractor shall use all reasonable measures to keep the equipment free from dirt and debris.

- c. Contractor shall perform all inspection and pre-installation maintenance activities to ensure compliance with manufacturer's recommendations. Contractor shall maintain a log of such maintenance activities, such log to include the date of such activities and the names and signatures of the personnel performing such activities. Such log shall be available to Owner for review.
- d. Contractor shall obtain all warranty information for all Project equipment. All Key equipment warranties shall permit assignment to Owner without consent of the Manufacturer
- e. Contractor shall obtain all installation, operations and maintenance manuals for all Project equipment, either in physical form or electronic PDF.

6. Construction

- a. Prior to any work at the Premises, Contractor shall obtain all required permits and permissions necessary to conduct the work at the Premises.
- b. All workmanship shall comply with Good Industry Practices, applicable laws and applicable standards.
- c. Contractor is responsible for properly containerizing, removal and disposal of all solid waste, including any Hazardous Materials waste generated during the work.
- d. Contractor shall provide QA/QC supervision to maintain quality control in line with industry standards for similar work.
- e. Contractor shall perform inspections and field quality control testing throughout the construction process including, but not limited to, any other tolerance requirements as outlined in the manufacturer's recommendations. Testing shall comply with Good Industry Practices, applicable laws and applicable standards.

7. Training

- a. Contractor shall provide operation and maintenance training for Owner. Such training is expected to include printed materials and electronic copies of documentation, field training, all in sufficient detail to train the Owner sufficiently to perform operations and maintenance of the Project.
- b. Training shall include sufficient coverage of points of contact, safety procedures, and start-up/shutdown procedures, such that Owner representatives can safely start-up and shut-down the equipment if necessary.
- c. Training shall include a field introduction to the key equipment and recommended maintenance schedule required or recommended by the manufacturers.
- d. Owner shall have the right to record any and all training sessions at their sole

discretion for future staff training purposes, provided however reasonable advanced notice is provided to Provider.

8. Equipment quantity and specifications

Type	Quantity
SIL-520 QM	68
IQ8P-3P Microinverter	68
RibBracket	As Needed
Wire, conduits, bolts, and accessories	As Needed
Combiner Box	As Needed

Exhibit B

Milestone and Payment Schedule

Milestone	Tasks	Expected Duration	Milestone Payment (% of Total Contract Price)
Pre-Construction (Commenced upon Notice to Proceed)	<ul style="list-style-type: none"> - Start engineering - Site Surveys - Submit for Permit/Interconnection - Place Equipment POs - Permits Approved 	60 Days after notice to proceed	20%
Construction Mobilization	<ul style="list-style-type: none"> - Site Mobilization - Coordinate with Owner on construction - Commencement of Construction 	30 Days	30%
Final Completion	<ul style="list-style-type: none"> - As defined in contract 	30 Days	50%
Totals		120 Days	100%

File Attachments for Item:

26. CONDSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-110: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND WOLTERS KLUWER FINANCIAL SERVICES, INC., FOR THE LICENSING OF TEAMMATE+ GLOBAL AUDIT SOLUTIONS, AN AUDIT PROCESS MANAGEMENT SOFTWARE, FOR THE AMOUNTS AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/13/2025

REQUESTER: Shaakira Calnick, Internal Auditor

PRESENTER: Shaakira Calnick, Internal Auditor

ITEM TITLE CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-110: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND WOLTERS KLUWER FINANCIAL SERVICES, INC., FOR THE LICENSING OF TEAMMATE+ GLOBAL AUDIT SOLUTIONS, AN AUDIT PROCESS MANAGEMENT SOFTWARE, FOR THE AMOUNTS AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The Office of the City Auditor was established to promote transparency, accountability, and efficiency in city operations. As the internal audit function has expanded, the need for a centralized and secure platform to manage audit processes, documentation, work papers, findings, and follow-up activities has become critical. Currently, the audit office relies on manual processes and general-purpose software that lack automation, audit trail functionality, and compliance controls.

To align with professional standards set by the Institute of Internal Auditors (IIA), including documentation, risk assessment, and quality assurance requirements, the City Auditor seeks to implement a purpose-built audit management software system.

DISCUSSION:

The proposed contract is with Wolters Kluwer Financial Services, Inc., a provider of audit management software solutions designed specifically for internal audit functions in government and public-sector entities. The Order Form, the Statement of Work, and the Teammate Master Agreement are the three documents that comprise the contract. The Teammate software offers modules for:

- Annual risk assessments and audit planning
- Project and work paper management
- Automated issue tracking and follow-up
- Reporting dashboards and performance metrics
- Secure user-based access controls

Following a review of available platforms and vendor demonstrations, Wolters Kluwer Financial Service was selected for its ease of use, scalability, GAGAS compliance support, and strong customer service record. Implementation includes installation & deployment, software configuration and licensing, champion and end-user training, and one year of technical support. Years two and three will require annual license and support renewal payments.

Procurement of the software followed city purchasing procedures, including competitive pricing and technology compatibility reviews by the Information Technology department.

The contract is for a three-year term, with the understanding that such term is dependent upon sufficient annual appropriations from Council. The total projected cost for the first year of the contract (from date of execution (May 13, 2025) to one year thereafter (May 13, 2026)) is \$26,395.28, which includes software licensing, foundation and implementation, and training. Funding is available in the Internal Audit Department's adopted FY2025 operating budget under accounts Telecom Equipment – Computer Software (10-10005-45304) and Maintenance & Reports Contract Data Procurement (10-10005-44226). The costs for the second (May 2026 to May 2027) and third (May 2027 to May 2028) years of the agreement are not fully known at this time as the licensing fee rate (\$6,510.88) is subject to change annually and will also vary dependent upon what optional add-on services are or not utilized alongside the base license subscription. All contract terms are also subject to any potential service and/or training cancellation fees or termination fees outlined in the Master Agreement and Statement of Work. The costs for years two and three will be requested to be appropriated at a separate time, if applicable (i.e. the cost exceeds what has already been allocated to date).

RECOMMENDATION

Staff recommends that the City Council approve this contract with Wolters Kluwer Financial Service for the acquisition and implementation of an audit process management software. This investment will enhance the independence, effectiveness, and efficiency of the Office of the City Auditor and ensure alignment with internal audit standards.



Wolters Kluwer Financial Services, Inc.
6815 Saukview Dr.
St Cloud, MN 56303,
USA

Order Number: 00005437

Representative

Vito Catillo

Email

vito.catillo@wolterskluwer.com

Phone

(860) 936-0517

ORDER INFORMATION

Date Generated: 2/20/2025 9:32 AM

Opportunity Number: OPP-000071296

Quote Number: Q-25285

Order Number: 00005437

CUSTOMER INFORMATION

Sold To Address

City of Norman
201 W Gray St Ste C
Norman, Oklahoma
73069 United States
(405) 321-1600 (Phone)
Shaakira calnick (Name)
shaakira.calnick@normanok.gov
(Email)

Bill To Address

City of Norman
201 W Gray St Ste C
Norman, Oklahoma 73069
United States
(405) 321-1600 (Phone)
Shaakira calnick (Name)
shaakira.calnick@normanok.gov
(Email)

Ship To Address

City of Norman
201 W Gray St Ste C
Norman, Oklahoma 73069
United States
(405) 321-1600 (Phone)
Shaakira calnick (Name)
shaakira.calnick@normanok.gov
(Email)

Order Number: 00005437

ORDER ITEMS

Name	Quantity	Total Price
2025 TeamMate+ Essentials Annual Subscription Gold Package	2.00	6,150.88
2025 TeamMate+ Audit Annual Subscription ESS		
2025 TeamMate Analytics Annual Subscription		
2025 TeamMate+ Audit Annual Subscription ESS HOSTING		
Foundation	1.00	15,630.00
eLearning TM Analytics	1.00	535.60
Expert on Demand - Hourly Rate	10.00	4,078.80

Local Currency: USD Amount: 26,395.28

Order Amount: 26,395.28

*Applicable taxes are extra

**Optional included in Pkg price

CURRENT LICENSE COUNT

Product Name	Current Count	This Order Adds
TeamGuide Pro Licenses:	0.0	0.0
TeamMate AM licenses:	0.0	0.0
TeamMate TMA licenses:	0.0	1.0
TeamMate+ Audit licenses:	0.0	2.0
TeamMate+ Controls licenses:	0.0	0.0
TM Public Sector Licenses:	0.0	0.0
TM+ API - Data Exch License:	0.0	0.0
TM+ API - Data Rprtng Licenses:	0.0	0.0
TM+ Audit - Offline Licenses:	0.0	0.0
TeamMate+ IA licenses:	0.0	0.0

TERMS and CONDITIONS

a. Agreement. Except to the extent there already exists a written Agreement between Customer and Wolters Kluwer Financial Services, Inc., TeamMate is provided under the TeamMate Master Agreement, incorporated herein by reference and located at <https://www.wolterskluwer.com/en/solutions/teammate/msa>

(the “Agreement”). By executing this Order Form, Customer is hereby agreeing to be bound to the terms of the Agreement.

b. Third Party Products. To the extent that any third-party products are required for usage of the software licensed hereunder or the Services or other products set forth in this Order Form, Customer is exclusively responsible for such third-party products and for determining if needed. The foregoing sentence is applicable to the API functionality as well as all other software, Services and products ordered hereunder including, but not limited to, the licenses required for API connections when exchanging data or any other similar use or otherwise. Support offered as part of maintenance for API’s is only available to provide troubleshooting to determine if there is a bug or other defect in the software. Support does not include API installation and implementation services or support. Should such services be necessary to correct issues with API’s, such services must be contracted for individually and are not offered as part of standard maintenance.

c. Term. The initial Term of the Agreement begins on the Effective Date of this Order Form and continues for a period of three (3) years, subject to annual adjustments at the then current Fees, and subject to sufficient annual appropriations by Customer.

d. Training. End-User Training: For each session purchased, maximum class size is 20; for each virtual session purchased, maximum class size is 10. Champion Training: For each session purchased, maximum class size is 5.

e. Expert on Demand (if applicable). Expert on Demand provides access to TeamMate SMEs on an hourly basis when the Customer requests assistance. Expert on Demand services are available in one (1) hour increments with a minimum of (5) hours purchased, with rates determined by the WKFS hourly rate at the time of purchase. Fees are due upon purchase subject to the terms of the Agreement. Expert on Demand services must be scheduled in advance, subject to availability, and within twelve (12) months from the purchase date. Unused services at the conclusion of twelve (12) months and/or services cancelled within forty-eight (48) hours of scheduled performance are forfeited with no credit given.

f. Cancellation. Professional Services are subject to cancellation fees as follows: (i) \$700 per affected day if cancelled or rescheduled within fifteen (15) business days of scheduled performance; or (ii) \$1400 per affected day if cancelled or rescheduled within five (5) business days of scheduled performance.

g. Additional Terms. This Order Form may contain additional terms and conditions which are not consistent with the terms of the Agreement, and which are agreed to by the parties herein (“Additional Terms”). Acceptance of the Agreement will not be deemed to amend or supersede any such Additional Terms included herein, which shall be deemed to be incorporated into the Agreement by the parties. Any defined terms not defined in the Order Form, shall be as defined in the Agreement.

h. Governing Law and Dispute Resolution. It is the intent of the parties hereto to supersede section 17 of the Agreement and establish that the Agreement shall be governed and construed in accordance with the laws of the United States of America and 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. Further, if any dispute arises between the parties, the parties shall use their commercially reasonable best efforts to resolve the disputed matter. In the event the parties fail to resolve the dispute within fifteen (15) days after the referral of the dispute to them, 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, including but not limited to a trial in an applicable court of law. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

Order Number: 00005437

ADDITIONAL BUSINESS TERMS

SPECIAL BILLING INSTRUCTIONS (if any)

Requested by: Wolters Kluwer Tax and Accounting Limited
Phillip Newman
 Authorized Representative
Phillip Newman Director of Sales, Americas
 Print Name and Title
4/30/2025
 Effective Date (date signed by Licensor)

City of Norman

Authorized Representative (1)

Print Name and Title

Date Signed

Authorized Representative (2)

Print Name and Title

Date Signed

TO BE PROVIDED BY CUSTOMER

PO Required : _____

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
 BY [Signature] DATE 5/1/25

Tax Exempt: _____

FOR WK USE ONLY

SAP#:

Initial Order:

TeamMate®

Leading Audit Evolution



TeamMate+ Implementation Project

Statement of Work

February 28th, 2025

Date of Expiration if Not Executed: June 30, 2025

Wolters Kluwer Financial Services, Inc.
6815 Saukview Drive
St. Cloud, MN 56303
USA

wolterskluwer.com



Wolters Kluwer

Legal Notice

This Statement of Work (“SOW”) is entered into pursuant to the TeamMate Global License, Support and Services Agreement (“Agreement”) between The City of Norman (“Licensee”), with offices at 201 W Gray St Ste C., Norman, OK 73069, and Wolters Kluwer Financial Services, Inc. (“Licensor”), dated as of last signature below. This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. The work to be performed under this SOW shall be undertaken in accordance with the deliverable, timeframe, and other terms and provisions contained herein. In the event of a conflict or inconsistency between the terms of the SOW and the terms of the Agreement, the terms of the Agreement shall govern and prevail.

Purpose and Scope

The purpose of this SOW is to document the scope of the TeamMate+ implementation work that will be performed by the Licensor.

This SOW covers the planning, installation, configuration, and training associated with the Licensee’s implementation of the TeamMate+ application (collectively “Implementation Work”). All Terms and Conditions and license and/or maintenance fees related to the software, services, and maintenance support are included in the Agreement and shall not be repeated in this SOW.

Project Assumptions

Licensor understands the following about Licensee requirements:

- This project has been scoped using a Virtual Delivery model. Any requested changes to the scope outlined herein, or to Licensor’s standard methodology, materials, and deliverables, will require a Change Request and consideration of additional fees.
- The recording of any of Licensor sessions is not permitted.
- Travel Expenses are to be billed as incurred or per diem as applicable. Licensor will be following its own expense policy, and Licensee will reimburse travel costs as incurred. No travel expenses are expected for this implementation work as it will be delivered virtually.
- Licensor will provide personnel, which includes a Project Manager and a Lead Consultant, along with a project team necessary to meet the requirements of this SOW.

In connection with the performance of the Services under this work proposal, Licensor shall require that the Licensee:

- Individually and independently make all management decisions and perform all management functions, including retaining all authority and responsibility for making any decisions based upon Licensor Consultant’s advice;
- Designate an individual who possesses suitable skills, knowledge and/or experience, preferably within senior management, to oversee such Services;
- Evaluate the adequacy and results of the Services performed;

- Accept responsibility for the results of the Services, subject to the warranty and acceptance testing provisions set forth in the Agreement;
- Establish and maintain internal controls, including monitoring ongoing activities,
- Agree to the items detailed in Exhibit 1: Terms for Professional Services; and
- Provide independent remote access for Licensor's Consultant to Licensee's instance of TeamMate+ to perform configuration in their own time without reliance on the Licensee.

Key Scope Considerations

Consideration		Details	
Licensed Products	<input checked="" type="checkbox"/> TeamMate+ Audit <input type="checkbox"/> Offline Projects <input type="checkbox"/> Agile Audit <input type="checkbox"/> Reporting API <input type="checkbox"/> Data Exchange API ¹	<input type="checkbox"/> TeamMate+ Public Sector <input type="checkbox"/> TeamMate+ Controls <input checked="" type="checkbox"/> TeamMate Analytics <input type="checkbox"/> TeamMate+ ESG	
Licensing	2 of Licensed User(s)		
Assurance function	<input checked="" type="checkbox"/> Internal Audit <input type="checkbox"/> Financial Controls <input type="checkbox"/> Compliance	<input type="checkbox"/> Risk Management <input type="checkbox"/> Evaluation <input type="checkbox"/> Other: _____	
Installation ²	<input checked="" type="checkbox"/> TeamCloud Hosted TeamCloud Security Package: Gold <input type="checkbox"/> Restricted Access <input type="checkbox"/> On-premises <input type="checkbox"/> Operational Utility Required	Number of Environment(s): # Total Number of Database(s): # <input type="checkbox"/> Production <input type="checkbox"/> Development <input type="checkbox"/> Other: One database per environment.	
TeamMate+ Training	2 of end users to be trained		
Other pertinent details			

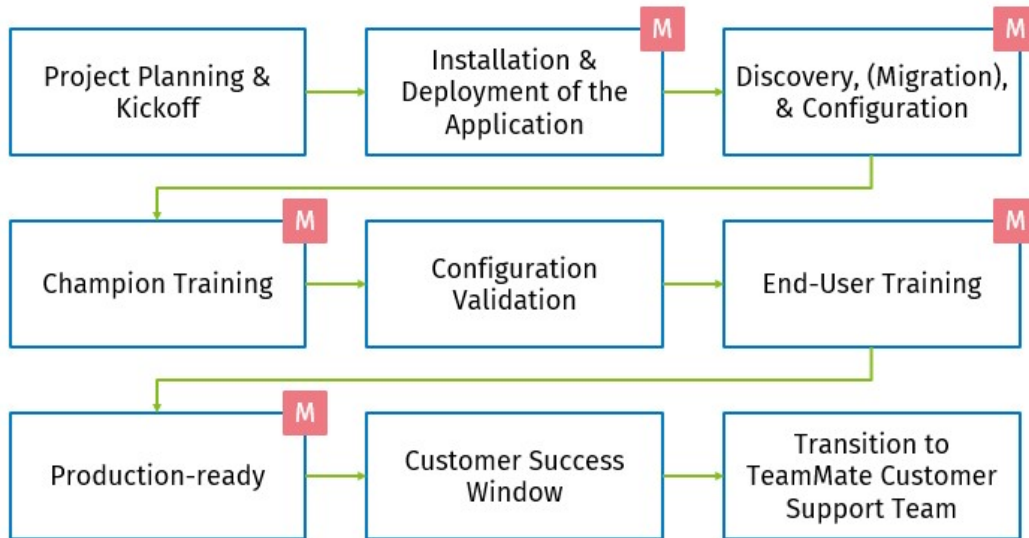
¹ Data Exchange API Integration Services are not included in this Statement of Work. Services for Data Exchange API integration are scoped, priced and contracted separately.

² If the Licensee is migrating from TeamMate AM to TeamMate+ as part of this implementation project, Licensee must be migrating from a single, centralized TeamMate AM database, release 12.6 or higher.

Description of Services

Project Approach and Milestone Descriptions

The project approach, shown in the graphic below, includes the following phases (5 of which have associated Milestones represented by “M”. Note: in the 3rd box “(Migration)” is included for migration implementation projects and are excluded for new implementation projects:



The image below provides definitions for each of the Milestones identified above.

Milestone	Definition of Completion
Installation & Deployment of the Application	Hosted: Environment available, consultant has validated: <ul style="list-style-type: none"> • Site is ready • Licensing is correct • Reporting database is available On-premises: Installation complete (1 environment) (with above checks)
Discover, (Migration), & Configuration	Completion of: <ul style="list-style-type: none"> • Discovery and initial configuration sessions • Configuration walkthrough of all in-scope features (including any additional scope changes per the signed Change Request)
Champion Training	Completion of Champion/Administrator Training & training for validation participants
End-User Training	Completion of: <ul style="list-style-type: none"> • Training in scope for milestone; or, • All train-the-trainer sessions including teach-back and feedback sessions; and, • TeamMate Analytics Training, if applicable
Production-Ready	(Completion of copy to production, if needed, including installation of Production environment if on-premises) Application is available for production use

Phase Descriptions

The following table summarizes the key attributes of each phase outlined above.

Phase	Activity	Description
Project Planning & Kickoff	Project Planning & Kickoff	<ul style="list-style-type: none"> Licensors will provide scheduling and project coordination, introduction to prework tasks and activities, access to prerequisite eLearning.
Installation & Deployment of the Application	TeamCloud Installation	<ul style="list-style-type: none"> As stated in Key Scope Considerations TeamCloud Security (includes SSO³). One database⁴ (default)
	On-premises installation	<ul style="list-style-type: none"> As stated in Key Scope Considerations One database in one environment⁵ (includes SSO).
Discovery, (Migration), & Configuration	Discovery sessions, Migration Overview and Configuration	<ul style="list-style-type: none"> Licensors Consultant to lead a series of workshop sessions during which they will lead and train the customer through configuration refinements where applicable. Focus is on basic application features. New Licensee implementation is based on a best practices pre-configured database. A migrating Licensee implementation starts with core AM configuration migrated to TeamMate+ Audit. Process/Methodology transformation is out of scope. Best practice audit report templates included.
Administrator/ Champion Training	Administrator Training	<ul style="list-style-type: none"> Champion eLearning⁶ (available in English only). This training is eligible for CPE⁷.

³ If Licensee chooses to implement the Federated Security (SSO) option, it must be implemented after the End-user Training is completed.

⁴ A Licensee TeamMate+ “database” can more technically be referred to as a “tenant.” A tenant is a pair of databases—transactional and reporting—which are accessed using the TeamMate+ application, installed on a website hosted in TeamCloud or on-premises by a Licensee’s IT function.

⁵ A TeamMate+ “environment” refers to the combination of TeamMate+ software and tenant (see footnote 2). It can also refer to its intended use (for example, staging, test, production, etc.). The Wolters Kluwer TeamMate standard for on-premises Licensees is 1 tenant in 1 environment (production).

⁶ Includes a Q&A session after completion of the eLearning.

⁷ CPE is provided based on participation and is credited at 1 CPE per 50 minutes of approved training time.

Phase	Activity	Description
Configuration Validation	Participant Training	<ul style="list-style-type: none"> Participants in the configuration validation activity (typically administrators) will receive condensed Manager and Auditor training to ensure customers are ready to start the validation period. This training is not eligible for CPE.
	Validation period is to test the TeamMate+ configuration	<ul style="list-style-type: none"> Informal, over 2-week period. It is Licensee's responsibility to validate configuration and identify the need for configuration refinements.
	Consulting Hours for Configuration Coaching	<ul style="list-style-type: none"> Licensee may utilize up to 4 hours of consultant assistance for guidance on affecting needed configuration refinements (only available during configuration validation period).
	Audit Report Training	<ul style="list-style-type: none"> Both new and migrating Licensee Administrators will receive basic training on how to configure an audit report.
End-User Training	TeamMate+ Auditor Training	<ul style="list-style-type: none"> End user training will be standard eLearning for Auditors and Managers for up to 10 users. All staff performing or reviewing work on projects would need to take this training by the agreed upon schedule date. This training is eligible for CPE.
Production-Ready	Go-live	<ul style="list-style-type: none"> Licensors will work with Licensee to prepare tenant for production use.
Customer Success⁸	Customer Success Window	<ul style="list-style-type: none"> Formal, over 2-week period. Each week a ½ hour meeting to answer questions (no configuration assistance hours available for use during this period).
	Transition Meeting	<ul style="list-style-type: none"> Once Production-ready has been achieved, Licensors Project Manager will arrange for a meeting to introduce Licensors Customer Support team to Licensee implementation team.

⁸ The Customer Success phase, including the Customer Success Window and Transition Meeting activities, is considered to take place following the formal project completion defined by the Production-ready phase and its associated milestone.

Change Management

It is expressly understood and agreed by Licensee and Licensor that any changes to this SOW require completion of a Change Request form (template available on request). All Change Request forms must be pre-approved in writing by Licensor and Licensee prior to undertaking or effectuating a change. Change Request forms will include a detailed description of the change, including the impact on the cost, scope and schedule (as applicable) of the project. The change request will be effective upon execution of either an amendment or Change Request form.

Fees and Expenses

Services Fees

The tasks and deliverables in this SOW are offered at the fees detailed below using Licensor Virtual Delivery model, exclusive of travel and other project-related expenses. Fees will be invoiced and paid subject to the terms of the Agreement.

No out-of-pocket expenses are anticipated. However, if Licensee requires that Licensor incur any out-of-pocket expenses (such as printing/delivery of training workbooks) the amount of these expenses will be billed back to Licensee for time and materials.

Professional Services are subject to cancellation fees as follows: (i) \$700 per affected day or part thereof if cancelled or rescheduled within fifteen (15) business days of scheduled performance; or (ii) \$1400 per affected day or part thereof if cancelled or rescheduled within five (5) business days of scheduled performance.

Compensation

Licensor will provide all Services to Licensee under this Statement of Work for the fixed price of:

Professional Services	USD Amount
TeamMate+ Foundation Implementation Project	*\$15,630.00
<i>Optional Add-On Service Fees - eLearning TM Analytics</i>	<i>\$1,071.20</i>
<i>Optional Add-On Service Fees - Expert on Demand - Hourly Rate</i>	<i>\$4,078.80</i>
Total Service Fees	\$20,780.00

***Includes a discount of \$6,000 off the Professional Services implementation fee.**

Licensor will notify Licensee of completion of each of the project's milestones via email. Licensee will pay Licensor upon completion of each milestone. Milestone definitions are provided in the Description of Services section of this SOW.

Milestone Services Fees	% Of Total Services Fee	USD Amount
Milestone 1 – Cloud Installation and Deployment	0%	\$0.00
Milestone 2 - Discovery, (Migration), & Configuration	30%	\$4,689.00
Milestone 3 - Champion Training	30%	\$4,689.00
Milestone 4 - End User Training	30%	\$4,689.00
Milestone 5 - Production Ready	10%	\$1,563.00
TeamMate+ Audit Foundation Implementation	100%	\$15,630.00

Acceptance

This Statement of Work is made pursuant to the Agreement. Upon execution by both parties, this Statement of Work is incorporated into the Agreement and is subject to the terms and conditions of the Agreement.

The City of Norman

Wolters Kluwer Financial Services Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1: Terms for Professional Services

Cooperation

Licensee will cooperate reasonably and in good faith with Licensor in the performance of the Professional Services by, without limitation, (a) allocating sufficient resources and timely performing any tasks necessary to enable Licensor to perform its obligations under this SOW, (b) timely delivering any materials and other obligations required under this SOW, (c) timely responding to Licensor's inquiries related to the Professional Services, (d) assigning an internal project manager for this SOW to serve as a primary point of contact for Licensor, (e) actively participating in scheduled implementation meetings, (f) providing in a timely manner and at no charge to Licensor, access to Licensee's appropriate and knowledgeable employees and agents, continuous administrative access to Licensee's Licensor online service account as required to perform the Professional Services, and coordination of onsite, online and telephonic meetings all as reasonably required by Licensor, and (g) providing complete, accurate and timely information, data and feedback all as reasonably required.

Time Management

Licensor realizes that Licensee's time is valuable, and Licensee realizes that Licensor's time spent in connection with this SOW will incur fees, and Licensee and Licensor will therefore endeavor to manage the use of each other's time in a reasonable and effective manner.

Delays

Any delays of 5 business days or more in the performance of Professional Services or delivery of Deliverables caused by Licensee following confirmation of agreed schedule, may result in additional charges for resource time. Licensor may terminate this SOW upon 15 days written notice to Licensee if such delay renders Licensor unable to perform the Professional Services for a period of more than 30 days.

Termination for Convenience

In addition to the parties' termination rights under the Agreement, Licensee may terminate this SOW at any time for convenience upon 30 days' written notice to Licensor. Upon such termination, Licensee will pay any unpaid fees and expenses incurred up to the termination date and an additional cancelation fee of 10% of the total SOW value.

TeamMate®

Leading Audit Evolution



TeamMate+ Migration Project – Pricing Proposal

February 28th, 2025

Date of Expiration if Not Executed: June 30, 2025

Wolters Kluwer Financial Services, Inc.
6815 Saukview Drive
St. Cloud, MN 56303
USA

wolterskluwer.com

Executive Summary

TeamMate Global Audit Solutions, part of the CP & ESG Division of Wolters Kluwer, helps professionals in all industries, at organizations around the world, manage audit and compliance risks and business issues by providing targeted, configurable, and efficient software solutions. Solutions include TeamMate+ Audit, TeamMate+ Combined Assurance, Agile Audit, and TeamMate Analytics. Together, this ecosystem of solutions provides organizations with the combined assurance they need to manage all aspects of risk identification and assessment, electronic working paper creation and management, controls framework management, and data analysis.

Wolters Kluwer is a global leader in professional information, software solutions, and services for the corporate performance, ESG, health, tax & accounting, finance, risk & compliance, and legal sectors. We help our customers make critical decisions every day by providing expert solutions that combine deep domain knowledge with specialized technology and services.

TeamMate has been recognized as the market leader for 30 years, serving over 3,000 organizations, and more than 115,000 users. TeamMate spends 20,000 hours monthly on development and supports 12 different languages. TeamMate has received multiple awards for audit and analytics solutions.

Highlights of the product include:

- **System Design:** TeamMate is not a 'modular' system. Instead, it was designed to align to the IIA's Standards (IPPF) to ensure we are meeting the professional standards to which we are all held. This includes the ability for multiple assurance providers beyond auditors to utilize the same data elements instead of working in silos.
- **Dimensions:** We allow up to 30 different audit universes at once. You can organize the data as needed and cross reference risks and controls across the various hierarchies. As changes occur, you can rearrange the universe without breaking the risk and control linkages in the assessments.
- **Flexible Audit Plans:** The audit plan can be defined for any length of time. The audit plan development cycle includes an approval process. Once the audit plan has been approved, any additional audits added to the plan are flagged for tracking in the system.
- **Historical Insights:** Because the system is not modular and not restricted to one assurance team, it has the capacity to provide users powerful historic insights into previous assurance activity for entities, risks, controls, etc.
- **Customer/Client Collaboration:** TeamMate+ includes several optional features for our users to engage with their customers such as:
 - *Document Requests:* Allow the business to upload requested documents directly into TeamMate and avoid sending documents by email.
 - *Surveys:* TeamMate+ includes the ability to create, send and gather survey style feedback from directly within the tool.
 - *Self-Assessments:* Engage the business directly in the system to gather their perspective on risks that you can then use to score risk levels.
 - *Response Tracking:* Engage the business more by socializing action plans using TeamMate+ as the audit progresses, instead of waiting until the end of the engagement. The business can review and respond directly to recommendations.

- *Issue Tracking:* Allow the business to respond and provide updates and supporting documentation on the action plans directly in the system with notifications and reminders if desired.
 - *Audit Reporting:* Allow the business to review and sign off on Audit Reports from within the system.
- **TeamStore:** The TeamStore serves as your central library of business objectives, risks, controls, test procedures and workpaper templates that can be linked together to create efficiency in your processes. This common library is what allows multiple assurance providers to work on common ground.
- **Reporting:** Reporting is one of the key benefits. Because TeamMate+ is not modular, all your data is together in one central place for access in management reporting. We provide several avenues to harness this data.
 - **TeamInsights:** The TeamInsights reporting tool provides a user-friendly interface for generating reports that can be ran ad-hoc or scheduled for delivery.
 - **Dashboards:** We have also built simple to use dashboarding widgets to provide information directly in the system.
 - **Reporting API:** As an option, users can take advantage of a reporting API for connecting to OData reporting tools like PowerBI.
 - **Data Exchange API:** As an option, users can connect TeamMate+ to other systems of record within the organization to create a seamless sharing of important information such as Risks, Issues, and Time Keeping.
- **TeamMate Analytics:** Our Analytics feature places the power of data analytics at the fingertips of every user from beginner to advanced using the most common data tool that almost every auditor is comfortable using, Excel. This powerful tool features a library of some of the most common analytic routines for auditors and the ability to create your own routines. In addition, it helps your auditors generate data requests to facilitate the acquisition of data from the business and generates a complete user-friendly log of the work performed as evidence to support your work papers.
- **Agile Audit: As an option,** Agile capabilities like Planning, Execution, and Reporting, purpose-built for audit, embedded directly into the audit workflow to deliver timely and frequent insight on high-impact risks while aligning with audit standards.
- **Combined Assurance: As an option,** Combined Assurance adds additional functionality to the Internal Controls features of TeamMate+ Audit allowing you to supplement your controls program with Self Assessments, and Certifications.
- **ESG: As an option,** ESG brings a complete set of standards organized in TeamStore to support your departments journey to Auditing ESG within your organization.
- **TeamGuide Pro: As an option,** TeamGuide Pro integrates natively into your TeamMate instance to simplify employee training and boost productivity, eliminate misuse, enforce policies, and maximize the return on your software investment. With TeamGuide Pro, you can have confidence in onboarding and manage change at every stage of your team's development.

Complimentary Access for Business Contacts

The list below identifies those activities which can be performed by business contacts⁹ within TeamMate+. We provide this access (which can be managed via permissions within TeamMate+) for no additional fee. This type

⁹ Or other non-licensed users performing the same activities.

of access allows for collaboration directly in TeamMate+ across your organization. It allows for timely, trackable, more efficient execution of Audits and gathering of supporting documentation.

- Document Requests
 - Licensed users can invite business contacts to upload requested documents to TeamMate+.
- Risk Self-assessments¹⁰
 - Licensed users can invite business contacts to complete risk self-assessments, allowing them to contribute their insights to your risk assessment process.
- Control Self-assessments¹¹
 - Licensed users can invite business contacts to complete control self-assessments, allowing them to contribute their insights to your control assessment process.
- Response Tracking
 - TeamMate+ allows you to grant secure access to business contact issue/recommendation owners to allow them to directly provide management responses to identified issues.
- Issue and Action Plan Follow-up
 - TeamMate+ manages the tracking of all issues and recommendations. Departments can grant secure access to issue/recommendation owners to allow their direct input of progress updates, and to promote collaboration.
- External Reviewers
 - If your project files are subject to outside review, you can provide read-only access to TeamMate+ at no charge to the outside reviewers enabling them to review the workpapers. These users typically include peer reviewers, quality assessors, regulatory reviewers, and CPA firm reviewers.
- Management Tracking
 - Departments can grant read-only TeamMate+ access to management and other business contacts and stakeholders so they may view reports on a wide variety of project and issue statistics and KPIs.
- System Administrators
 - IT staff can be granted access to the configuration, support, and self-service areas of TeamMate+ so that they can manage users, configure Federated Security/Single sign-on, and download and troubleshoot TeamMate's integration components.

Pricing Proposal

Based on our understanding of your business requirements and our proposed solution, the cost breakdown is summarized below. The services recommendation represents our estimate based on the details provided in conversations so far and a wide range of services TeamMate can offer. Additional discussions regarding your requirements may result in changes to this estimate.

¹⁰ Applies only if TeamMate+ Audit is included in licensed products.

¹¹ Applies only if TeamMate+ Controls is included in licensed products.

*Note: Additional hours can be purchased as needed.

*Please see separately provided SOW for more Services details

License and Professional Service Fees

2025 TeamMate+ Essentials Annual Subscription Gold Package	# Users	Amount
Foundation Implementation	1	\$15,630.00
2025 TeamMate+ Audit Annual Subscription ESS	2	\$6,150.88
2025 TeamMate+ Audit Annual Subscription ESS HOSTING	2	Included
2025 TeamMate Analytics Annual Subscription	2	Included
Subtotal		\$21,780.88
<i>Optional Add-On Service Fees - eLearning TM Analytics</i>	1	\$535.60
<i>Optional Add-On Service Fees - Expert on Demand - Hourly Rate</i>	10	\$4,078.80
Total Estimate Including Optional Add-On Service Fees		\$26,395.88

Customer Stories

Ferrero and TeamMate+ Audit - Global confectionary group Ferrero planned to upgrade from TeamMate AM to TeamMate+ in March 2020. The onset of the coronavirus pandemic created an impetus to complete audits faster and more flexibly, while working remotely, so the new system was put to the test immediately. Read more about their journey [here](#).

ING: Compliance with TeamMate+ - Leaning into their long-established relationship with TeamMate as a trusted provider, ING's Compliance Quality Assurance (CQA) function expedites their main objectives around supporting the methodology, facilitating, and documenting reviews, developing global reporting, providing progress tracking, and more. Read more about this [here](#)

Tennessee Comptroller's Office & TeamMate+ - The Tennessee Comptroller's Office fulfills its mission and demonstrates that government audit work matters. Read more about this [here](#)

Customer Quotes

- "The support we have received has contributed to the implementation process being fast and smooth."
- "Setting up audit software within a newly developed Internal Audit department is not an easy task, but the project manager's in-depth knowledge of audit was a tremendous asset,"

said the Internal Auditor. “Only someone that understands the audit profession can truly relate to the impact an implementation like this can have on an organization. Our project manager’s expertise played a key role in getting our team up and running quickly.”

- “Having the Data Exchange API was the key to recreating a connection between systems, and it is in line with the trends we are seeing in the industry. Consolidating data via APIs enables us to create a single source of truth, and TeamMate+ delivered.”
- “We bought a license to TeamMate Analytics for everyone in our division, a decision that allowed us to be on the cutting edge, experience greater efficiencies, and continue to lead with the overall push toward more inclusive data analytics auditing.”

Conclusion

We are confident that TeamMate will best suit your needs. TeamMate is a commercially available, off-the-shelf software product, licensed based on a standard set of terms and conditions, which are included in the [“TeamMate Services Agreement”](#). Our response to this Request for Proposal does not constitute acceptance of any terms and conditions presented by your organization. However, if we are awarded this bid, we are happy to engage and to negotiate with you to develop a set of mutually agreeable terms and conditions. The TeamMate software solution is out-of-the-box and can be configured based upon your organization’s requirements and deployed either in the cloud (SaaS) or on premise. If we are fortunate enough to be selected, we are confident that we would reach agreement on a mutually agreeable set of terms.

We look forward to welcoming the auditors from your organization to the TeamMate User Community. We believe that developing a solid foundation and working relationship is critical to the successful transition from your existing platform to TeamMate. We will draw on our industry leading experience with deployments of all sizes and complexities around the world to ensure a world-class TeamMate implementation for your organization.

We understand that choosing an audit, risk, and control solution is a difficult and time-consuming process, and that your decision will impact both your team and many other individuals. Also, as you review the responses from each vendor, the software options may look similar. Rest assured, TeamMate has not only software solutions designed with you in mind, but with more years of experience and more customers than the others combined, we are the trusted partner you need to ensure success.

TEAMMATE® MASTER AGREEMENT

This Agreement is made by and between WK and Customer to govern Customer's right to access and use TeamMate as of the Effective Date. This Agreement will continue to govern any future Order Forms, subject to Section 18.8 (Waiver and Modification) hereof. Capitalized terms used in this Agreement shall have the meanings set forth in Section 1 (Definitions).

1 DEFINITIONS

- 1.1 "Affiliate"** means any corporation, partnership, firm, joint venture, limited liability company, association, joint-stock company, trust, unincorporated organization, governmental organization or body that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with the contractual party, and the terms "control", "controlled by", and "under common control with" meaning the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, organization, or body, whether through ownership of voting securities or otherwise.
- 1.2 "Agreement"** means these Wolters Kluwer TeamMate Terms and Conditions together with the relevant Order Form and Statement of Work.
- 1.3 "Authorized User"** means each individual employee of Customer or its authorized agents or subcontractors who use TeamMate as operated or made available by or through Customer, regardless of whether such individual is actively using TeamMate at any given time and is covered by an appropriate license hereunder. An Authorized User does not acquire individual rights in TeamMate products other than the right to access and use TeamMate on Customer's behalf and pursuant to the rights granted to Customer and subject to the terms and conditions of this Agreement.
- 1.4 "Customer"** means the entity or individual identified as "Customer" on the Order Form or Statement of Work.
- 1.5 "Documentation"** means the operating manuals, user instructions, technical specifications, or similar publications relating to the use and administration of TeamMate by Customer in effect at the time of delivery of, or Customer's access to TeamMate.
- 1.6 "Effective Date"** means the date the Order Form is signed by both parties, or the date Customer otherwise purchases TeamMate, and this Agreement become effective.
- 1.7 "Order Form"** means the then current Order Form for TeamMate, signed by WK and Customer, which refers to and is governed by this Agreement.
- 1.8 "Statement of Work"** means the document specifically describing the nature, scope, project assumptions, fees, duration, and location(s) of the Services related to TeamMate and agreed upon between WK and Customer.
- 1.9 "TeamMate"** means the off the shelf suite of audit management software as enumerated on the Order Form, only in machine readable, executable (object code) format, including the features, functions, designs and any informational content included therein and any Updates or Versions that may be provided by or on behalf of WK to Customer, and any complete or partial copies thereof permitted to be made by this Agreement. Such products may be updated from time to time by WK in its sole discretion.
- 1.10 "WK" or "Licensor"** means Wolters Kluwer Financial Services, Inc., or any non-United States affiliated company that is named as the Licensor or Services Provider on any Order Form, written license, and/or services agreement with Customer.

2 FEES, TAXES, AND PAYMENT

- 2.1 Payment of Fees.** Fees are set forth in the Order Form and include license fees, along with any applicable hosting, Services, and/or Support fees (collectively, “Fees”). Unless otherwise stated in the Order Form, Fees are payable annually in advance commencing on the Effective Date. Services Fees are invoiced as incurred. Customer shall pay the Fees and Taxes in the applicable WK invoice within thirty (30) days of the invoice date. Except as may be specifically provided in this Agreement, Customer’s payment obligations under any and all Order Forms are non-cancelable, and all payments made are non-refundable.
- 2.2 Taxes.** Fees do not include taxes, levies, duties, or similar governmental assessments of any nature, including for example value-added, sales, use, excise, consumption, or withholding taxes, assessable by any jurisdiction (collectively, “Taxes”). Customer is responsible for paying all Taxes associated with its purchases hereunder, excluding Taxes assessable against WK based on WK’s net income. If Customer is exempt from Taxes, Customer shall provide a tax exemption certificate to WK at the time of Order Form execution.
- 2.3 Failure to Pay.** Any amounts owed by Customer that are not paid when due shall be subject to late fees at the lesser of: (i) one and a half percent (1.5%) per month; or (ii) the highest rate permissible under applicable law. WK may suspend access to and use of TeamMate, Support, or Services until such outstanding amounts are paid in full. In the event Customer fails to pay outstanding amounts within thirty (30) days of the payment due date, WK may immediately terminate this Agreement. Customer will remain liable for such payment and may be required to pay a reactivation fee prior to being provided future access to TeamMate.

3 LICENSE GRANT

WK retains all right, title, and interest, including intellectual property rights, in and to TeamMate and the Documentation, and all translations, adaptations, developments, enhancements, improvements, updates, versions, customizations or other modifications or derivations of or to TeamMate, whether or not developed by or for the Customer. Customer shall have no rights, title, or interest therein or thereto, other than the limited license expressly set forth in this Agreement.

At Customer’s election and as indicated on the applicable Order Form, TeamMate is available in two models: (i) perpetual license; or (ii) subscription license. Either model can be delivered on-premise or hosted as further described in the Delivery Addendum attached hereto. The rights granted to Customer under this Section 3 (License Grant) are conditioned upon Customer’s compliance with the terms of the Agreement and the Order Form(s), including the timely payment of all Fees.

- 3.1 Perpetual License.** In the event Customer elects to purchase a perpetual license as set forth in the Order Form, WK hereby grants to Customer and Customer accepts a limited, perpetual, revocable, non-exclusive, non-sublicensable, non-assignable, non-transferable, non-resalable license, to install, execute, and use the perpetual license subject to the terms and conditions of this Agreement. Perpetual licenses granted pursuant to the terms of this Agreement shall continue in perpetuity unless sooner terminated per this Agreement.

For perpetual licenses, Customer may make a reasonable number of back-up copies of TeamMate for Customer’s archival or disaster recovery purposes only and not for production, development, evaluation, or testing purposes (other than to ensure that such back-up copies are capable of replacing TeamMate in case of a disaster). Such copies shall be the property of WK, and Customer shall not remove from, deface, or overprint on the original software any WK copyright notices, trademarks, logos, legends, or other similar proprietary designations, and shall accurately reproduce all of the same on any permitted copies. Customer shall maintain exclusive possession of and control over the copies of the TeamMate in its possession and shall affect and maintain adequate technical and organizational security measures to safeguard TeamMate from access or use by any unauthorized person.

- 3.2 Subscription License.** In the event Customer elects to purchase a subscription license as set forth in the Order Form, WK grants to Customer a limited, revocable, nontransferable, nonexclusive right to access and use, and to permit Authorized Users to access and use, TeamMate solely for Customer's internal use and for the purpose of performing internal auditing or compliance management services for Customer, without any further right to access or use TeamMate in any manner for the Subscription Term in the Order Form. WK reserves all rights in and to TeamMate not expressly granted in this Agreement. This Agreement does not grant Customer: (i) any right to reproduce, modify, distribute, or publicly display TeamMate; or (ii) any other right to TeamMate not specifically set forth herein. Without limiting the generality of the foregoing, the right to access and use TeamMate granted herein does not cover any underlying components of TeamMate, WK's underlying TeamMate engines, or any other component of TeamMate or the environment within which TeamMate operates that is not intended by WK for access by any Authorized User.

4 ACCEPTABLE USE

- 4.1 Authorized Users.** Customer shall purchase a subscription license or perpetual license for each Authorized User and shall not permit any persons other than an Authorized Users to use or access TeamMate. Customer shall cause each Authorized User to comply with the terms and conditions of this Agreement. Customer shall not use, or permit the use of, TeamMate by more than the maximum number of Authorized Users specified in the applicable Order Form (as the same may be adjusted pursuant to an Order Form amendment or supplement or Sections 5.2 (User Count and License Fee Adjustments) and Section 4.4 (Verification) hereof, whether or not such Authorized Users are actively using the Licensed Products at the same time.
- 4.2 Internal Use Limitation.** Customer may use and permit its Authorized Users to use TeamMate only for Customer's own internal business purposes. Other than Authorized Users authorized hereunder, Customer shall not permit any third-party to use TeamMate in any way whatsoever. Except as expressly authorized by Section 5 (Authorized Third-Party Access), Customer shall not, and shall not permit any Authorized User to, offer or use the Licensed Products for the benefit of any affiliated or unaffiliated third parties, including in any computer service business, service bureau arrangement, outsourcing or subscription service, time sharing, or other participation arrangement.
- 4.3 Protection of Account Access Information.** TeamMate accounts, including the controls, permissions, and data unique to each Authorized User, are designed for private use, and should only be accessed using each individual Authorized User's username and password ("Account Access Information"). Customer must protect and keep confidential its Authorized Users' Account Access Information. Customer acknowledges and agrees that Customer is responsible for all use of TeamMate through Customer's and its Authorized Users' accounts by any person. Customer shall ensure that all use is for authorized purposes only and in compliance with the provisions of this Agreement.
- 4.4 Verification.** Upon reasonable prior notice to Customer, WK may verify that Customer's access and use of TeamMate complies with this Agreement, including the number of Authorized Users. If WK determines that Customer has not paid the Fees required for Customer's access or use of TeamMate, Customer will be invoiced at then current rates for such unpaid Fees, plus interest dating back to the time when such Fees should have been paid at the rate of one and a half percent (1.5%) monthly or the maximum lawful amount, whichever is greater. Customer shall pay the reasonable cost of conducting the verification if WK detects unpaid Fees that exceed five percent (5%) of the total Fees actually paid for the period verified by WK.

5 AUTHORIZED THIRD-PARTY ACCESS

- 5.1 Affiliate and Service Provider Use.** Customer's Affiliate(s) may use TeamMate, provided that such Affiliate(s) agree to comply with and be bound by the terms of this Agreement. TeamMate may include functionality that is documented and intended to allow service providers or consultants, including any third parties providing Customer with outsourcing, data center management, or disaster recovery

services (“Service Provider(s)”) to access TeamMate and to view data specific to such Customer. Customer may permit use of TeamMate by its Service Providers, provided that such Service Providers agree to comply with and be bound by the terms of this Agreement. Customer hereby agrees to be fully responsible and liable for each and every Affiliate, Service Provider, and/or applicable Authorized Users full compliance with the terms and conditions of this Agreement, such that any breach of the terms of this Agreement by any such Affiliate, Service Provider, and/or applicable Authorized Users shall be deemed a breach by Customer.

- 5.2 User Count and License Fee Adjustments.** Any individuals afforded rights to use TeamMate pursuant to this Section 5 (Authorized Third-Party Access) shall be counted as Authorized Users for all purposes of this Agreement. Customer shall advise WK promptly upon any increase in the total number of Authorized Users as a result of any such Affiliate or Service Provider use and shall pay to WK any required additional Fees at WK’s then current applicable rates. No such adjustments shall be required for any incidental access to information in, from, or generated by TeamMate required or requested by any financial auditor of Customer, any Affiliate, or any representative of any governmental, accreditation, or regulatory body in the course of their normal regulatory, investigative, or professional duties for or with respect to Customer or any Affiliate.

6 RESTRICTIONS

- 6.1 Restrictions.** Customer shall not, and shall not allow any Authorized User, Affiliate or Service Provider to: (i) modify, port, adapt, translate, or create any derivative works from or based on TeamMate, in whole or in part; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to reduce the object code to or discover the source code of TeamMate; (iii) create any links to, frame, or mirror TeamMate or any portion thereof; (iv) defeat, disable or circumvent any protection mechanism related to TeamMate; (v) access or use TeamMate to create a product, service or database that competes with WK or TeamMate; or (vi) combine or merge TeamMate with, or incorporate it into, any other software. This prohibition shall not apply to the extent that applicable law affords Customer the right to decompile TeamMate if and as necessary to render it interoperable with other software licensed or used by Customer, provided that Customer first requests such interoperability information from WK and complies with any reasonable conditions, including payment of any reasonable fees and expenses then generally charged by WK to its customers for the same. Customer’s use of TeamMate to process Customer information or tasks and produce activity lists, schedules, or reports which TeamMate enables and for which it is intended will not be deemed to constitute creation of derivative works or violations of this Section 6.1 (Restrictions).
- 6.2 Unauthorized Acquisition or Access.** WK expressly prohibits the use of any product or service from WK that has been improperly obtained and/or accessed. For purposes of illustration, but not limitation, examples include any product or service that: (i) is acquired from an unauthorized reseller or distributor; (ii) is pirated, cracked or hacked, including through the use of Account Access Information established for use by another individual; (iii) has been acquired with the intent or for the purpose to use in a manner that is illegal, fraudulent, in violation of this Agreement or otherwise outside the normal, stated and/or reasonably understood purpose of such product or service; or (iv) is acquired with the use of false or inaccurate statements and/or information, for example, a false name, false contact information, or false payment information.
- 6.3 No Transfer or Sublicense.** Except as may be otherwise expressly provided in Section 5 (Authorized Third-Party Access), Customer shall not: (i) sublicense, assign, or transfer TeamMate in whole or in part to any third-party; or, (ii) assign or transfer to any third-party any of Customer’s rights or interests in and to TeamMate, including through any lease, rental, subscription, lending, pledge, security interest or shared participation arrangement with or in favor of any third-party.
- 6.4 Customer Responsibilities.** If Customer becomes aware of any unauthorized use of all or any part of TeamMate or any other breach of security, Customer shall promptly notify WK, provide reasonable details, assist in preventing any recurrence thereof, and cooperate fully in any actions undertaken to

protect the rights of WK. Customer shall not violate or attempt to violate the security of WK's networks or servers, such as by: (i) accessing data not intended for Customer or logging into a server or account which Customer is not authorized to access; (ii) attempting to probe, scan, or test the vulnerability of a system or network, or to breach security or authentication measures without proper written request and authorization; or (iii) attempting to interfere with service to any user, host, or network, including by means of submitting a virus, overloading, flooding, spamming, mail bombing, or crashing. Customer will remain responsible for any unauthorized use of TeamMate by any individuals employed by, acting as authorized agents of, or performing services for Customer or its Affiliates (including any of their respective Service Providers).

- 6.5 Suspension of Access.** In addition to any other suspension or termination rights of WK pursuant to this Agreement, WK may suspend or terminate Customer's access to and/or use of, or otherwise modify TeamMate and/or any component thereof, without notice: (i) in the event Customer (including any Authorized User, Service Provider, Affiliate, or other person or entity acting through or on behalf of Customer) is determined by WK, in WK's sole judgment, to have or attempted to damage, harm, or misuse WK's software, server, network or other systems; or (ii) as necessary or appropriate to comply with any law, regulation, court order, or other governmental request or order or otherwise protect WK from potential legal liability or harm to its business. WK will use commercially reasonable efforts to notify Customer of the reason(s) for such suspension or termination action as soon as reasonably practicable unless such action is due to subsection (i) hereof. In the event of a suspension (other than due to subsection (i) hereof), WK will promptly restore Customer's access to TeamMate as soon as the event giving rise to the suspension has been resolved as determined in WK's discretion. Nothing contained in this Agreement will be construed to limit WK's actions or remedies or act as a waiver of WK's rights in any way with respect to any of the foregoing activities. WK will not be responsible for any loss or damages incurred by Customer as a result of any termination or suspension of access to or use of TeamMate as set forth in this Agreement.

7 SUPPORT

- 7.1 WK Support Obligations.** Support means WK's then current support and maintenance program for TeamMate, as further described herein ("Support"). Provided that Customer is not then in default of its obligations under this Agreement, and subject to the exclusions set forth in Section 7.2 (Support Exclusions), WK will provide or cause to be provided the following Support: (i) telephone help-desk, and electronic and/or remote access support to assist Customer in its use of TeamMate and respond to any reported failures of TeamMate Product(s) (provided that this support shall not be in lieu of obtaining training with respect to TeamMate, for which there is a Service charge); (ii) provision of such Updates and Versions (as defined below) as WK from time to time produces and distributes generally under Support for no additional fees; and (iii) such other support as WK provides generally as part of its then current support and maintenance program as detailed in the then in-effect support policy. An Update means any enhancements, improvements, corrections, service packs, or other modifications of or to TeamMate, not including any new Version ("Update"). A Version means any new version or upgrade of TeamMate that contains substantial and significant enhancements, or other substantial changes in functionality or performance as compared to the previous version, if any ("Version").
- 7.2 Support Exclusions.** WK Support will not include: (a) resolution of problems resulting from any modification of or damage to TeamMate or its operating environment by Customer; (b) Customer's failure to operate TeamMate in an approved hardware and software environment or otherwise in accordance with applicable Documentation; (c) Services, including but not limited to any installation, implementation and other Services; or (d) any tax, accounting, legal or other professional or expert advice of any kind, including any advice regarding the appropriate handling of tax and accounting issues, or otherwise. In the event Customer elected to purchase a perpetual license, Support will also not include: (e) Customer's failure to implement any Updates provided by WK within the period of time required; (f) new Versions of TeamMate for which WK establishes and generally charges a separate license fee; or (g) the provision of any Updates or other program Support, if Customer is in default with respect to payment of perpetual license Support Fees.

- 7.3 Subscription License Support.** Unless otherwise provided in the Order Form, during each annual subscription term of the subscription license set forth in Section 3.2 (Subscription License) hereof, WK will provide Support at no additional charge.

7.4 Perpetual License Support

- 7.4.1 Term and Fees.** The initial term for perpetual license Support will commence on the Effective Date and continue for such period as shown on the applicable Order Form (“Support Period”). The Support Period will automatically renew for successive one (1) year renewal terms unless and until terminated as provided in Section 7.4.3 (“Support Termination”). Unless otherwise provided in the Order Form and/or for migrated licenses, perpetual license Support will be provided to Customer at no additional charge during the initial twelve (12) month term following the Effective Date. Perpetual license Support fees for each successive Support renewal term are payable by Customer annually in advance in accordance with Section 2 (Fees, Taxes, and Payment) of this Agreement.
- 7.4.2 Customer Obligations.** In the event Customer elected to purchase a perpetual license, throughout the Support Period, Customer will: (i) at its expense, maintain an approved, secure internet connection and such other compatible devices as needed to enable WK to gain remote access, with Customer’s consent, to the computer system(s) on which TeamMate is installed for diagnostic, error notation and correction, and other support purposes; (ii) cooperate with WK in investigating and seeking to identify the cause of any claimed failure of TeamMate to perform in accordance with this Agreement; (iii) allow such other remote and/or on-site access to TeamMate and to Customer’s systems as may be reasonably required for WK to perform perpetual license Support activities; and (iv) install all Updates and/or Versions of TeamMate within at least six (6) months of their release by WK. WK’s obligation to provide the perpetual license Support shall not apply to the extent Customer is not in full compliance with this subsection.
- 7.4.3 Support Termination.** Either party may terminate perpetual license Support at of the end of the initial Support Period, or as of the end of any renewal term, by written notice to the other party at least ninety (90) days prior to the end of such applicable perpetual license Support Period and/or renewal term. If terminated, perpetual license Support may not be reactivated. If Customer’s license to use TeamMate is terminated by WK for any reason, perpetual license Support will terminate automatically. If WK terminates perpetual license Support in accordance with this subsection, other than in the circumstance of a breach of this Agreement by Customer, Customer will be entitled to receive a pro-rata refund of any prepaid perpetual license Support Fees for any period beyond the termination effective date.

8 SERVICES

- 8.1 Services.** Services means the consulting or professional services (other than Support) requested by Customer and provided by WK under this Agreement (“Services”). At Customer’s election, WK will provide Services following Customer’s signature and WK’s acceptance of a Statement of Work. Such Services may include, but are not necessarily limited to, installation and implementation services, upgrades, data migration, configuration, customization of templates, report creation, and training for Customer personnel, and in each case in accordance with and subject to the terms and conditions of this Agreement.
- 8.2 Performance.** In performing Services, WK may assign WK personnel, authorized agents, or qualified third-party contractors who are proficient in the provision of Services relating to TeamMate (“Consultants”). WK will be responsible for the observance by such Consultants of WK’s obligations hereunder. Customer agrees to provide the information, facilities, personnel, equipment, and suitably configured computers, if applicable, and as reasonably identified by WK as essential to the performance of any Services. When WK performs Services on Customer’s premises, Customer shall advise WK of

any hazards to the health and safety of WK's Consultants on the site and provide WK's Consultants with appropriate information regarding site specific safety procedures.

- 8.3 Services Pricing.** Unless otherwise provided in the applicable Statement of Work, all Services shall be provided on a time and expense/materials basis at WK's then current rates. WK reserves the right to impose a higher rate for Services performed upon the request or with the approval of Customer in excess of a forty (40) hour week or during weekend or holiday periods. Estimates are provided for Customer's information only and are not guaranteed. Subject to Customer's prior approval, Customer shall pay or reimburse WK for all reasonable travel, printing, copying, meeting space rentals, and other out-of-pocket expenses incurred in connection with WK's performance of Services hereunder. Out-of-pocket expenses will be billed to the Customer on a monthly basis as incurred.

9 CUSTOMER DATA

- 9.1 Customer Obligations.** Customer shall be solely responsible for all information, data, and content that is uploaded to, stored, or generated through the use of TeamMate by Customer ("Customer Data") and for the verification, quality, and input of Customer Data required in connection with TeamMate. Customer Data shall be delivered in a format and manner set forth in the Documentation or otherwise approved or directed by WK or the Documentation. Customer will maintain backup data necessary to replace any critical data of Customer and WK shall not be responsible for loss of or damage to Customer Data. Customer represents, warrants, and covenants that it will not upload or transmit any Customer Data: (i) that Customer does not have the lawful right to copy, transmit, distribute, and display (including any Customer Data that would violate any confidentiality or fiduciary obligations that Customer might have with respect to the Customer Data); (ii) for which Customer does not have the rights, permissions, registrations, or consents required by law for any personally identifiable information contained in the Customer Data; (iii) that infringes, misappropriates, or otherwise violates any intellectual property or other proprietary rights or violates any privacy rights of any third-party; (iv) that is false or misleading; (v) that is defamatory, obscene, or offensive; or (vi) that violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil or criminal liability. Customer must not use TeamMate to transmit, route, provide connections to, or store any materials that violate or promote the violation of any of the restrictions of this subsection. WK reserves the right, in its sole discretion, and at any time, to remove any Customer Data that it believes to be in violation of this Agreement.
- 9.2 Customer Ownership Rights.** Customer shall retain all right, title, and interest in and to Customer Data. By making Customer Data available through TeamMate, Customer grants WK the nonexclusive, worldwide, transferable right, on a royalty-free basis, with a right to sublicense this right only to third parties assisting WK in providing TeamMate or otherwise fulfilling WK's obligations hereunder, to possess, store, use, copy, and distribute Customer Data on TeamMate on Customer's behalf solely for the purposes of fulfilling WK's obligations and/or exercising WK's rights hereunder.
- 9.3 WK Obligations.** Consistent with its then current practices and procedures, specifically TeamMate's information security policies and procedures, WK will implement, maintain and enforce commercially reasonable information security measures and policies that are appropriate given the circumstances and designed to safeguard the confidentiality, integrity and security of Customer Data and protect against known or anticipated threats to the security of Customer Data.
- 9.4 Data Security Disclaimer.** CUSTOMER ACKNOWLEDGES THAT SECURITY SAFEGUARDS, BY THEIR NATURE, ARE CAPABLE OF CIRCUMVENTION AND THAT WK DOES NOT AND CANNOT GUARANTEE THAT THE SERVICE, WK'S SYSTEMS, AND THE INFORMATION CONTAINED THEREIN (INCLUDING CONFIDENTIAL INFORMATION) CANNOT BE ACCESSED BY UNAUTHORIZED PERSONS CAPABLE OF OVERCOMING SUCH SAFEGUARDS. EXCEPT TO THE EXTENT DIRECTLY CAUSED BY WK'S BREACH OF THIS SECTION, TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, WK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS. ADDITIONALLY,

NOR SHALL SUCH UNAUTHORIZED ACCESS CONSTITUTE A BREACH BY WK OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER.

- 9.5 Statistical Data.** When hosted by WK, TeamMate may transmit to the servers on which it is hosted information reflecting the access or usage patterns of TeamMate by or on behalf of Customer or any Authorized User and general information about Customer's and its Authorized Users' computer system from which the Services are being accessed (for example, system configuration, type of internet connectivity, RAM, CPU, operating system, browser version), including any statistical or other analysis, information or data based on or derived from any of the foregoing ("Statistical Data"). Statistical Data shall be anonymized so as not to identify Customer or any Authorized User. WK may use, process, and monitor Statistical Data for: (i) the purposes of improving, enhancing or further developing TeamMate; (ii) internal quality assurance and software error checking; (iii) research, statistical, or behavioral analysis; (iv) for customers' profiling and analyzing; and/or (v) as otherwise necessary or appropriate to perform its obligations pursuant to this Agreement. WK shall keep Statistical Data confidential in accordance with Section 10 (Confidentiality).
- 9.6 California Consumer Privacy Act Compliance.** To the extent WK receives Personal Information on Customer's behalf that is subject to the California Consumer Privacy Act of 2018 (Cal. Civ. Code 1798) and any regulations promulgated thereunder or related thereto ("CCPA"), WK will implement and maintain reasonable security measures to protect Customer's Personal Information from unauthorized access, destruction, use, modification, or disclosure. Customer is engaging WK as a Service Provider to process Customer's Personal Information on its behalf and in furtherance of one or more enumerated Business Purposes under applicable law. WK shall not retain, use, or disclose Customer's Personal Information for any purpose other than performing its obligations pursuant to this Agreement, or as otherwise permitted under applicable law. WK shall notify Customer if it receives a Consumer request regarding Customer's Personal Information. WK shall provide reasonable assistance to Customer to meet its response obligations under applicable law. As required by applicable law, WK shall comply with deletion and access requests for Consumer's Personal Information. For purposes of this subsection, "Business Purpose", "Commercial Purpose", "Consumer", "Processing", "Personal Information", "Sell", and "Service Provider" shall have the meanings given to such terms by the CCPA.
- 9.7 General Data Protection Regulation.** When applicable and required under the General Data Protection Regulation (EU) 2016/679 ("GDPR"), the parties will enter into WK's standard Data Processing Addendum setting forth the terms and conditions of WK's processing of such Customer Data pursuant to this Agreement.

10 CONFIDENTIALITY

- 10.1 Confidential Information.** Confidential Information includes all information of a disclosing party (or its Affiliates, suppliers, licensors, and/or customers) ("Discloser") furnished or made available before or after the Effective Date that is or reasonably should be understood to be confidential, proprietary, or generally not available to the public, whether marked as confidential or not, and regardless of form, format, media, or mode of disclosure (written, visual, electronic or other), including, without limitation: trade secrets, copyrights, patents, inventions, techniques, computer programs, software code (source and object code), custom modifications, algorithms, methods, logic, architecture and designs, business affairs, customer lists, customer information, product pricing, pricing plans, product development plans, marketing plans, test results, and the terms and conditions of this Agreement (collectively, "Confidential Information"). The Confidential Information of WK includes all parts and aspects of TeamMate, including any modifications, enhancements, translations, localizations, or other derivative works thereof, the Documentation, and any other documentation or materials provided with or related to TeamMate, in any form. Confidential Information also includes personal or personally identifiable information and records of or regarding Discloser's employees, investors, customers, and prospective customers.
- 10.2 Exceptions.** Confidential Information does not include any information that: (i) is, or becomes, publicly available without breach of this Agreement; (ii) was already in possession of the receiving party

(“Receiver”) without obligation of confidentiality; (iii) is independently developed without the use of Discloser’s Confidential Information as demonstrated by tangible evidence; or (iv) becomes rightfully known to Receiver from a third-party without obligation of confidentiality.

- 10.3 Confidentiality Obligations.** Receiver will keep all Confidential Information it receives from Discloser strictly confidential and use the same care to protect such Confidential Information as it employs with its own Confidential Information (but in no event less than a reasonable degree of care). Neither party will disclose any Confidential Information of the other party, except to its Affiliates, employees, subcontractors, or agents who have a need to know such information, provided that, prior to such disclosure, such Affiliate, employee, subcontractor, or agent is bound to the restrictions set forth in this Agreement. The parties further agree that they will use Confidential Information solely for the purposes for which such information, or access to it, is provided pursuant to the terms of this Agreement. If disclosure of Confidential Information is required by law or regulation, Receiver agrees to give Discloser prompt notice before such disclosure, to the extent permissible, so that it may seek a protective order. Upon any expiration or termination of this Agreement, or within ninety (90) days after Discloser’s request, Receiver shall either return or destroy and certify in writing the destruction of any and all Confidential Information of Discloser in Receiver’s possession. All Confidential Information shall remain the property of its Discloser. These confidentiality obligations shall survive for a period of three (3) years after termination of the Agreement, or for any legally mandated timeframe, and confidentiality obligations for trade secrets shall remain perpetual.

11 INDEMNITIES

- 11.1 WK Obligations.** Subject to the following and to the other terms and conditions set forth in this Agreement, WK agrees to defend Customer against any unaffiliated third-party claim brought against Customer, and pay damages and reasonable costs finally assessed against Customer by a court of competent jurisdiction (or, at WK’s option, that are included in a settlement of such claim or action in accordance herewith), to the extent such claim arises from infringement by TeamMate of such third-party’s patents, registered trademarks, or copyrights, in each case only to the extent registered in the United States prior to the date of this Agreement; provided, that: (i) WK is notified promptly in writing of the claim; (ii) WK controls the defense and settlement of the claim; and (iii) Customer cooperates with all reasonable requests of WK (at WK’s expense) in defending or settling the claim.
- 11.2 Exclusions.** The foregoing infringement indemnification does not cover claims or actions based upon or arising out of: (i) any use of TeamMate in combination with other non-WK-provided products or products with which TeamMate is not authorized or intended to be used; (ii) modification or alteration of TeamMate by any person other than WK or its authorized agent; (iii) any use of TeamMate in breach of this Agreement or in a manner not consistent with or contemplated by the Documentation; (iv) use of a superseded or altered version of some or all of TeamMate if infringement would have been avoided or mitigated by the use of a subsequent unaltered version of TeamMate that is provided to Customer; (v) failure by Customer to use a correction provided by WK if infringement would have been avoided or mitigated by the use of such a correction; or (vi) specifications, data, or instructions provided by Customer.
- 11.3 WK Cure.** If all or part of TeamMate becomes, or in WK’s opinion, is likely to become, the subject of a third-party claim of infringement or violation of such third-party’s intellectual property rights, WK may, at its option: (i) procure for Customer the right to continue using the affected TeamMate product(s); (ii) replace the same with non-infringing materials of substantially equivalent functionality; or (iii) modify the affected TeamMate product(s) so that they become non-infringing without materially reducing their functionality. If WK determines that none of the foregoing alternatives are commercially reasonable, WK may terminate Customer’s license to or access and use of the affected TeamMate product(s) and provide Customer with a pro-rata refund of prepaid but unearned Fees paid for the affected TeamMate product(s).

- 11.4 Customer Responsibilities.** Customer is solely responsible for all third-party claims relating to: (i) Customer's breach of any of its obligations, representations and/or warranties under this Agreement; and/or (ii) Customer's use of TeamMate and/or use of any third-party software or service, except to the extent of claims for which WK is liable under this Section 11 (Indemnities). Customer shall defend, indemnify, and hold WK harmless from any claim, action, suit, damage, judgment, or cost, including attorney's fees, based upon or arising out of the custody, possession, storage, transmission, or management of Customer Data, including without limitation claims predicated on any law or regulation concerning protection of personal data or rights in data collection.
- 11.5 Exclusive Remedy.** To the maximum extent permitted by applicable law, the provisions of this Section 11 (Indemnities) state the sole, exclusive, and entire liability of WK and its Affiliates, distributors, agents, subcontractors and suppliers, and Customer's sole, exclusive, and entire remedy, with respect to any actual or claimed infringement or other violation of any third-party's intellectual property rights.

12 LIMITATION OF LIABILITY

- 12.1 Damages Exclusion.** NEITHER WK NOR ANY OF ITS AFFILIATES, DISTRIBUTORS, AGENTS, SUBCONTRACTORS, LICENSORS OR SUPPLIERS WILL HAVE ANY LIABILITY WHATSOEVER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION DAMAGES FOR ANY BUSINESS INTERRUPTION, LOSS OF SALES, PROFITS, BUSINESS, GOODWILL, OR DATA, OR FOR THE INABILITY TO USE TEAMMATE, EVEN IF SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FINES, COSTS, EXPENSES, AND OTHER LIABILITIES, AND/OR THE SAME ARE REASONABLY FORESEEABLE.
- 12.2 Limitation of Liability.** THE TOTAL LIABILITY OF WK AND ITS AFFILIATES, DISTRIBUTORS, AGENTS, SUBCONTRACTORS, LICENSORS AND SUPPLIERS, ARISING OUT OF OR IN RELATION TO THIS AGREEMENT, TEAMMATE, AND ANY OTHER CAUSE WHATSOEVER, SHALL NOT EXCEED, IN THE AGGREGATE FOR ANY AND ALL CLAIMS UNDER OR IN RELATION TO THIS AGREEMENT, THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO WK IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CLAIM OR CAUSE OF ACTION AROSE.
- 12.3 Bargained for Exchange.** THE ALLOCATIONS OF LIABILITY IN THIS SECTION 12 (LIMITATION OF LIABILITY) REPRESENT THE AGREED, BARGAINED-FOR UNDERSTANDING OF THE PARTIES AND WK'S COMPENSATION HEREUNDER REFLECTS SUCH ALLOCATIONS. THE LIMITATIONS OF LIABILITY AND TYPES OF CLAIMS HEREBY LIMITED AND DISCLAIMED SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND ARE INTENDED BY THE PARTIES TO APPLY REGARDLESS OF THE FORM OF THE CLAIM OR ACTION (WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, STATUTE OR OTHERWISE), AND REGARDLESS OF WHETHER ANY LIMITED REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.
- 12.4 Limitations Period.** ANY CLAIM OR CAUSE OF ACTION ARISING UNDER OR OTHERWISE RELATING TO THIS AGREEMENT OR ANY ORDER FORM OR OTHER SUBJECT MATTER HEREOF OR THEREOF MUST BE COMMENCED WITHIN ONE (1) YEAR FROM THE DATE SUCH CLAIM OR CAUSE OF ACTION FIRST AROSE.

13 WARRANTIES AND DISCLAIMERS

- 13.1 Limited Warranty.** WK warrants to Customer that TeamMate will operate in substantial conformity with the then-current Documentation for a period of ninety (90) days following the date TeamMate is first delivered or made available to Customer for use. This warranty does not apply if TeamMate has

been: (i) improperly installed by Customer on premise or used on premise on an operating system that is not recommended; (ii) altered or modified, except by WK or its authorized representative; or (iii) made available or licensed for evaluation, testing, or demonstration purposes. The sole liability of WK and its Affiliates, suppliers, and licensors, and Customer's sole remedy, for any failure of TeamMate to conform to the foregoing warranty is to terminate the Order Form with respect to the non-conforming TeamMate product(s) and refund the portion of the Fees paid for such non-conforming TeamMate product(s). Any warranty claims must be made to WK in writing prior to the expiration of the ninety (90) day warranty period.

- 13.2 Warranty Exclusions for On-Premise TeamMate Product(s).** The warranties in Section 13.1 (Limited Warranty) do not apply to and, to the fullest extent permitted by law, WK shall have no responsibility for and hereby disclaims, breaches of warranty related to TeamMate when provided to Customer on-premise to the extent such breach arises from: (i) Customer operator errors; (ii) Customer hardware or operating system failures; (iii) the modification of TeamMate by any person other than WK (except as directed or authorized by WK); (iv) the combination of TeamMate with products or services not provided by WK (except as directed or authorized by WK); (v) use of any portion of TeamMate in a manner not permitted or contemplated by this Agreement or the Documentation; or (vi) use of an earlier Version of some or all of TeamMate other than the current Version or use of TeamMate without all Updates installed.
- 13.3 Services Warranty.** WK warrants to Customer that: (i) any Services provided by it will be performed in a professional and workmanlike manner; and (ii) for thirty (30) days following performance of Services, such Services shall meet the specifications set forth in the applicable Statement of Work. The sole liability of WK and Customer's sole remedy for any failure of Services to conform to the foregoing warranty is, at WK's sole option and discretion, one of the following: (i) re-perform the Services so that they conform to the foregoing warranty; or (ii) refund the Fees paid by Customer for the applicable non-conforming Services. Any warranty claims must be made to WK in writing prior to expiration of the thirty (30) day Services warranty period.
- 13.4 Export Compliance.** Customer agrees to handle TeamMate in compliance with all applicable export controls and economic sanctions laws, including, without limitation, by not exporting or transferring technology to, using technology for the benefit of, or making technology available for use by any person or entity identified on, or otherwise subject to restrictions imposed by the United States Department of the Treasury's Office of Foreign Assets Control's Specially Designated Nationals List or the United States Department of Commerce's Bureau of Industry & Security's Denied Persons, Entity, and Unverified Lists; located in any jurisdiction that is subject to comprehensive United States economic sanctions; or with whom United States persons are otherwise prohibited from engaging such transaction.
- 13.5 Disclaimers.** EXCEPT AS STATED IN THE PROVISIONS OF THIS SECTION 13 (WARRANTIES AND DISCLAIMERS), TEAMMATE PRODUCTS, SUPPORT, AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WK DISCLAIMS AND EXCLUDES ANY AND ALL OTHER REPRESENTATIONS, CONDITIONS, AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY, PERFORMANCE WITH REASONABLE SKILL AND CARE, OR FITNESS FOR A PARTICULAR PURPOSE, IRRESPECTIVE OF ANY COURSE OF DEALING OR PERFORMANCE, CUSTOM OR USAGE OF TRADE. CUSTOMER BEARS THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE TEAMMATE PRODUCT. WK DOES NOT WARRANT THAT THE TEAMMATE PRODUCT OR ANY COMPONENT THEREOF WILL BE UNINTERRUPTED, THAT ITS USE OR OPERATION WILL BE ERROR OR DEFECT FREE, THAT THE TEAMMATE PRODUCTS OR ANY COMPONENT THEREOF WILL ALWAYS BE ACCESSIBLE OR AVAILABLE, OR THAT ALL DEFECTS WILL BE CORRECTED.

WK IS NOT AUTHORIZED TO PROVIDE TAX, ACCOUNTING, LEGAL, MEDICAL, COMPLIANCE OR INVESTMENT ADVICE. TO THE EXTENT TEAMMATE MAY SERVE AS A

TOOL THAT MAY HELP CUSTOMER WITH ANY TAX, ACCOUNTING, LEGAL, MEDICAL, COMPLIANCE OR INVESTMENT MATTERS, CUSTOMER IS SOLELY RESPONSIBLE TO DECIDE WHETHER ANY PRESENT OR FUTURE USE OF TEAMMATE WILL HELP ACHIEVE SUCH PURPOSE AND ALL PRODUCTS AND SERVICES PROVIDED BY WK PURSUANT TO THIS AGREEMENT SHOULD NOT IN ANY CASE BE DEEMED OR UNDERSTOOD AS A RECOMMENDATION, ENDORSEMENT, DIAGNOSIS, GUARANTEE OR WARRANTY OR A SUBSTITUTE FOR PROFESSIONAL JUDGMENT. **CUSTOMER AGREES THAT TEAMMATE IS NOT INTENDED TO REPLACE CUSTOMER'S PROFESSIONAL SKILL AND JUDGMENT AND IS NOT A SUBSTITUTE FOR THE ADVICE OF AN ATTORNEY OR OTHER PROFESSIONAL.** CUSTOMER IS SOLELY AND EXCLUSIVELY RESPONSIBLE FOR THE USE OF AND ACTIONS TAKEN OR OMITTED BASED ON TEAMMATE AND ANY AND ALL LIABILITY IN CONNECTION THEREWITH.

- 13.6 Third-party Products.** TeamMate may contain code, content, features, functionality, and components that are provided by third parties. Furthermore, TeamMate may require data and information from third parties in order to work properly. ANY SUCH THIRD-PARTY PRODUCTS OR SERVICES SHALL BE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND BY WK. ALL RIGHTS AND OBLIGATIONS WITH RESPECT TO SUCH THIRD-PARTY PRODUCTS OR SERVICES SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS AND CONDITIONS OF AGREEMENTS PROVIDED BY SUPPLIERS OF SUCH THIRD-PARTY PRODUCTS OR SERVICES AND CUSTOMER HEREBY RELEASES WK FROM ALL LIABILITY AND RESPONSIBILITY WITH RESPECT THERETO.

14 CUSTOMER PROFESSIONAL RESPONSIBILITY AND WARRANTIES

Customer represents, warrants, and covenants that Customer has full power and authority to enter into and perform its obligations under this Agreement. Customer understands, agrees, and acknowledges that: (i) use of TeamMate does not relieve Customer of responsibility for the preparation, content, accuracy (including computational accuracy), and review of financial statements and work papers prepared by Customer while using TeamMate or any other work product generated by Customer while using TeamMate product(s); (ii) Customer will neither inquire nor rely upon WK for any tax, accounting, legal, or other professional or expert advice of any kind; and (iii) Customer will retrieve in a timely manner any electronic communications made available to Customer by WK. Customer is fully and solely responsible for: (a) selection of adequate and appropriate TeamMate product(s) to satisfy Customer's business needs and to achieve Customer's intended results; (b) use of TeamMate; (c) all results obtained from TeamMate; (d) selecting, obtaining and maintaining all hardware, software, computer capacity, internet service, program and system resources and other equipment and utilities needed for access to and use of TeamMate, and for all costs associated therewith; and (e) selection, use of, and results obtained from any other programs, computer equipment or services used with TeamMate.

15 TERM AND TERMINATION

- 15.1 Term.** This Agreement will become effective upon the Effective Date and will remain in force as stated in the Order Form unless and until terminated in accordance with the terms hereof. Thereafter, the Agreement will automatically renew for successive one (1) year renewal terms unless and until terminated upon not less than ninety (90) days prior written notice of Customer's intent not to renew. For the avoidance of doubt, any reduction in license fees will not be considered a termination as defined herein, but will only be honored and accepted once annually, and upon no less than ninety (90) days written notice before the renewal term effective date.
- 15.2 Termination for Cause.** Either party may terminate this Agreement for cause in the event a breach of obligation(s) is curable and such breach remains uncured thirty (30) days after receipt of written notice. WK may terminate this Agreement for cause immediately as specified in WK's written notice to customer in the event the breach of obligation(s) is incurable or if under the applicable bankruptcy laws or similar laws regarding insolvency or relief of debtors: (a) a trustee, receiver, custodian or similar officer is appointed for the Customer's business or property; (b) the Customer seeks to liquidate, wind-

up, dissolve, reorganize or otherwise obtain relief from its creditors; or (c) an involuntary proceeding is commenced against Customer and the proceeding is not stayed, discharged or dismissed within thirty (30) days of its commencement, in such case Customer agrees to use its best efforts to obtain court authorization, if required, to pay any and all fees to WK and its Affiliates.

- 15.3 Discontinuance.** WK reserves the right, in its sole and absolute discretion, to discontinue or modify TeamMate product(s) or any component, feature, service (including hosting services and Support) or content therein and related thereto, for any reason at any time by providing Customer with one hundred twenty (120) days prior written notice. If TeamMate is discontinued during the Term, then WK will, in its discretion, either: (i) provide Customer with a pro-rata refund of pre-paid but unused Fees for TeamMate and related Support; or (ii) provide Customer with access to a product or service having substantially similar functionality for the remainder of the then-current Term.
- 15.4 Effect of Termination.** Upon expiration or termination of this Agreement Customer shall cease all use of TeamMate and shall return to WK or destroy all Confidential Information provided by WK to Customer, including all copies of TeamMate and all portions thereof and certify to WK that it has done so. All earned and unpaid fees and expenses will become immediately due and payable to WK. Termination by WK pursuant to this Section 15 (Term and Termination) will not require payment of a refund to Customer of any sums paid and will not impact: (a) Customer's obligation to pay any and all fees that may otherwise be due hereunder; or (b) any remedies available to WK by law or equity. Unless specifically stated otherwise in this Agreement, the various rights, options, elections, powers, and remedies of WK shall be construed as cumulative and not one of them exclusive to any others, or of any other legal or equitable remedy.
- 15.5 Suspension.** In addition to any termination or suspension rights available to WK under this Agreement, if Customer materially breaches any of its obligations set forth herein, causes a security risk to or an adverse impact on the Services or any third-party, or subjects WK to any liability, WK may suspend access to Teammate until such breach(es) are cured. In the event that Customer fails to cure such breach(es), WK shall be entitled to exercise its termination rights (not subject to further cure rights) under this Agreement.

16 EVALUATION USE

If TeamMate is made available to Customer on an evaluation, demonstration, or trial basis, then this Agreement will govern Customer's access and use except as modified by this Section 16 (Evaluation Use). Any TeamMate product(s) made available to Customer for evaluation, demonstration or trial purposes shall only be accessed and used for a limited period. Certain functionality of such TeamMate product(s) may be disabled or restricted. If Customer is using TeamMate on an evaluation basis, commercial use of TeamMate is not authorized, is outside the scope of this Agreement, and is a violation of United States and international copyright laws. Access to TeamMate made available on an evaluation, demonstration or trial basis shall be terminated and disabled by WK upon the conclusion of the evaluation, demonstration, or trial. Customer must purchase a subscription license or perpetual license from WK before accessing or using TeamMate for any commercial purpose. The following sections of this Agreement shall not apply to any TeamMate Product(s) made available to Customer on an evaluation or trial basis: Section 2 (Fees, Taxes, Payment), Section 3 (License Grant), Section 7 (Support), Section 11 (Indemnities), Section 13.1 (Limited Warranty), and Section 15 (Term and Termination).

17 GOVERNING LAW AND DISPUTE RESOLUTION

- 17.1 Governing Law.** The parties consent to the application of the Governing Law to govern, interpret and enforce all rights, duties and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles. The "Governing Law" shall be determined by the Customer's principal place of business, as follows: (i) in North, South or Central America, except Canada: "the laws of the State of New York, U.S.A."; (ii) in Canada: "the laws in the Province of Ontario, Canada"; (iii) in Europe, the Middle East and Africa: "the laws of England & Wales," in which event the provisions of Schedule A shall apply to this Agreement; and (iv) in Asia Pacific: "the laws of the

jurisdiction of incorporation of the WK legal entity listed on the Order Form". The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

- 17.2 Venue.** Any dispute arising under or relating to the subject matter of this Agreement shall be submitted for resolution in the method and to the venue as follows. If Customer's principal place of business is located: (a) in the United States, disputes shall be submitted to a state or federal court in the Borough of Manhattan, New York City, New York; (b) in Canada, disputes shall be submitted to the federal or provincial courts in Toronto, Ontario; (c) in Central America or South America, disputes shall be submitted for arbitration in Miami, Florida, U.S.A., under the rules of the American Arbitration Association; (d) in Europe, the Middle East and Africa, disputes shall be submitted to arbitration in London, England, under the Arbitration Rules of the London Court of International Arbitration; (e) in Asia Pacific, disputes shall be submitted to arbitration in Sydney, (NSW) Australia, under the rules of the Australian Commercial Disputes Centre Ltd.
- 17.3 Injunctive Relief.** Each party agrees that any actual or threatened breach of certain sections of this Agreement (including, without limitation, confidentiality, intellectual property rights, and data security obligations) may cause irreparable harm for which monetary damages are inadequate. Either party may, in addition to any other remedies available at law, be entitled to seek immediate injunctive or other equitable relief restraining such actual or threatened breach, without the need to post any bond or show proof of any monetary damages.
- 17.4 Waiver of Jury Trial.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY KNOWINGLY, VOLUNTARILY, AND UNCONDITIONALLY WAIVES ITS RIGHT TO A JURY TRIAL FOR ANY CLAIM OR DISPUTE ARISING OUT OF THIS AGREEMENT.
- 17.5 Arbitration Procedures.** Except for claims seeking emergency or temporary injunctive relief or other equitable relief pending arbitration (which either party may elect to pursue in any court of competent jurisdiction), the following procedures shall apply to any disputes under this Agreement to which arbitration applies as set forth in Section 17.2 (Venue). The language of the arbitral proceedings shall be English. Under no circumstances are the arbitrators authorized to make awards contrary to the damages exclusions, liability limitations, remedial and other provisions of this Agreement. The arbitration award shall be final and binding on the parties. All aspects of the arbitration proceeding and award shall be confidential. Any court having jurisdiction shall be entitled to enforce the agreement of the parties to arbitrate their disputes and enter judgment on any arbitral award hereunder.

18 GENERAL PROVISIONS

- 18.1 Assignment.** Customer may not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without WK's prior written consent. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving Customer (regardless of whether Customer is a surviving or disappearing entity) shall be deemed to be a transfer of rights, obligations or performance under this Agreement for which WK's prior written consent is required. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this section is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.
- 18.2 Force Majeure.** Except for payment obligations, neither party will be liable to the other for any failure or delay in performing its obligations under this Agreement due to any cause beyond its reasonable control, and occurring without that party's fault, including but not limited to, acts of God, acts of government, flood, fire, civil unrest or war, acts of terror, labor strikes (other than those involving the party's employees), imposition of sanctions or export restrictions, computer attacks or malicious acts, such as attacks on or through the internet, or failures of service of any telecommunications or internet service carriers or providers ("Force Majeure Event"). The party affected by the Force Majeure Event

- will (i) use reasonable efforts after the start of the Force Majeure Event to notify the other party in writing of the Force Majeure Event including the likely or potential duration, if known, and the effect on its ability to perform any of its obligations under the Agreement; and (ii) use reasonable means to mitigate the effect of the Force Majeure Event on the performance of its obligations. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to the Force Majeure Event.
- 18.3 No Third-Party Beneficiary.** No third-party, other than WK's expressly permitted suppliers, licensors, agents, and subcontractors, including those listed on any Statement of Work, is intended to be nor will be a third-party beneficiary of any provision under this Agreement. WK and Customer shall be the only parties entitled to enforce the rights set out in this Agreement.
- 18.4 Notices.** Any notice given under this Agreement shall be in writing and delivered to the other party by: (i) first class mail, postage prepaid; (ii) registered or certified mail, return receipt requested; or (iii) a nationally recognized courier service. All such notices shall be effective upon receipt. Notices to Customer shall be to the address and person listed on the Order Form, or to such other address as Customer may designate in writing. Notice to WK shall be to: Wolters Kluwer Financial Services, Inc., Attn: Legal Department, 28 Liberty Street, 26th Floor, New York, NY 10005.
- 18.5 Relationship of Parties.** Customer and WK expressly agree they are acting as independent contractors only, and nothing in this Agreement is intended to constitute a fiduciary relationship, partnership, joint venture, franchise, or agency. Under no circumstances shall any employees of one party be deemed employees of the other party for any purpose.
- 18.6 Severability.** In the event any provision of this Agreement is held to be illegal, or otherwise unenforceable, such provision will be severed, stricken, and replaced with a legal and enforceable provision which most closely reflects the intent of the parties with respect thereto and the remainder of this Agreement shall continue in full force and effect.
- 18.7 Survival.** Upon any expiration or termination of this Agreement, WK will have the right to immediately and indefinitely terminate Customer's access to and use of TeamMate. The termination or expiration of this Agreement will not affect any provisions of this Agreement which by their nature survive termination or expiration.
- 18.8 Waiver and Modification.** This Agreement may not be modified or amended except by a writing signed by both parties. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- 18.9 Entire Agreement and Precedence.** This Agreement, including its schedules and exhibits if any, and all Order Forms executed between the parties, collectively constitute the entire agreement between the parties and supersede and extinguish all prior and contemporaneous agreements, understandings, representations, warranties, proposals and communications, whether oral or written, between the parties relating to the subject matter of this Agreement. In the event of any inconsistency or conflict between the terms and conditions of this Agreement and any Order Form, schedule, exhibit or other attachment, the order of precedence shall be as follows: first, the body of this Agreement; then, any applicable schedules or exhibits to this Agreement; then, any Order Form; then any exhibits or other attachments to any Order Form. In the event of conflict between this Agreement and any Order Form, the body of this Agreement shall govern and control, except to the extent such Order Form makes clear that this Agreement is being amended by such Order Form. Any purchase order, requisition, work order, request for proposal or other document or record prepared, issued or provided by or on behalf of Customer relating to the subject matter of this Agreement or for TeamMate in any manner whatsoever is only entertained for administrative convenience only and will have no effect in supplementing, varying or superseding any provisions of this Agreement, regardless of any acknowledgement thereof by WK.

- 18.10 No Construction Against Drafter.** Each of the parties acknowledges that it has had the opportunity to be represented by legal counsel prior to entering into this Agreement, including any Order Form hereunder. As a consequence, in construing this Agreement including any Order Form hereunder, no provision hereof shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 18.11 Online Terms.** WK may post duplicative and/or additional relevant terms, conditions and/or policies (“Online Terms”) at the online location where Authorized Users access TeamMate product(s). Authorized Users will be subject to such Online Terms from and after the date on which such Online Terms are first posted; provided, however, that to the extent that there is a conflict between this Agreement and any Online Terms, the terms of this Agreement will govern.

TEAMMATE® DELIVERY ADDENDUM

This Delivery Addendum sets forth additional terms and conditions applicable to TeamMate based upon Customer's on-premise or hosted delivery election. This Delivery Addendum is hereby incorporated into the TeamMate Terms and Conditions ("Agreement"), which shall govern WK's delivery of TeamMate, including by not limited to all limitations of liability and disclaimers of warranty, except as explicitly set forth herein. In the case of any conflict between this Delivery Addendum and the Agreement, the terms of this Delivery Addendum shall take precedence regarding the delivery of TeamMate. Any capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

AT CUSTOMER'S ELECTION AND AS INDICATED ON THE APPLICABLE ORDER FORM, TEAMMATE WILL BE DELIVERED EITHER:

ON-PREMISE: On Customer's server or on a server managed by Customer's third-party provider.

OR

HOSTED: On WK's server or a server managed by WK or WK's third-party provider.

1. ON-PREMISE DELIVERY

If TeamMate is licensed for on-premise use, WK will make TeamMate and the Documentation available to Customer after signing the Order Form. WK will be responsible for initial installation of TeamMate and will provide Services pursuant to the applicable Statement of Work. For purposes of the Agreement, the delivery date for TeamMate is the Effective Date. Customer's acceptance will be deemed thereupon, or, Customer's order or renewal of Support, or WK's performance of Services, as applicable. WK will bear all risk of loss for TeamMate until delivery to or download by Customer.

2. HOSTED DELIVERY

If TeamMate is licensed for use and hosted by or on behalf of WK, then WK will make TeamMate available to Customer via the internet on WK's own server or on a server managed by WK's third-party provider. Hosting includes one gigabyte (1GB) of production storage per Authorized User, and additional gigabytes are subject to additional Fees.

Customer may order hosting services either at the initial purchase of TeamMate, or at a later date, by signing a separate Order Form effective upon acceptance by WK. The hosting term will commence upon the date set forth on such Order Form and continue for an initial period of one (1) year. Thereafter, the hosting term will automatically renew for successive one (1) year renewal terms unless and until terminated upon not less than ninety (90) days prior written notice of Customer's intent not to renew. Upon any termination of hosting services, WK may immediately discontinue, and Customer shall immediately cease use of, the hosting services.

TEAMMATE® SCHEDULE A

THIS SCHEDULE A SHALL APPLY ONLY IN THE EVENT THE LAWS OF ENGLAND AND WALES ARE THE GOVERNING LAW OF THE AGREEMENT.

Section 12.1 (Damages Exclusion) is replaced in its entirety with the following:

Nothing in this Agreement shall exclude or limit WK's liability for fraud, death, or personal injury caused by its negligence, any breach of the obligations implied by s.12 Sale of Goods Act 1979 or s.2 Supply of Goods and Services Act 1982, or any other liability which cannot be excluded or limited by applicable law. Except as specifically provided in this subsection, WK shall have no liability for: (i) loss of income or revenue; (ii) loss of use of money; (iii) loss of actual or anticipated profits; (iv) loss of anticipated savings; (v) loss of opportunity; (vi) loss of goodwill or reputation; (vii) loss of, damage to, or corruption of data; (viii) wasted costs or expenditure (including, without limitation, costs of any replacement vendor and management and advisory costs); or (ix) any indirect or consequential loss or damage of any kind, in each case howsoever arising, whether such damage was foreseeable or in the contemplation of the parties and whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, indemnity or otherwise.

Section 18.3 (No Third-Party Beneficiary) shall include the following:

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

File Attachments for Item:

27. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-116: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND THE CITY OF NOBLE, OKLAHOMA, AN AGREEMENT ALLOWING FOR A SHARED ASPHALT MAINTENANCE PROJECT ON POST OAK ROAD BETWEEN U.S. HIGHWAY 77 TO WEST END OF ROADWAY AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/13/2023

REQUESTER: Joseph Hill, Streets Program Manager

PRESENTER: Scott Sturtz, Director of Public Works

TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-116: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND THE CITY OF NOBLE, OKLAHOMA, AN AGREEMENT ALLOWING FOR A SHARED ASPHALT MAINTENANCE PROJECT ON POST OAK ROAD BETWEEN U.S. HIGHWAY 77 TO WEST END OF ROADWAY AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

Contract K-2425-116 is an agreement between the City of Norman and City of Noble, for cooperative street maintenance and asphalt resurfacing of Post Oak Road between U.S. Highway 77 and the west end of Post Oak Road. Post Oak Road within the described limits is a rural two-lane, section line roadway with shared jurisdiction between the City of Noble to the South and City of Norman to the East.

A map of the proposed project limits detailing jurisdictions has been attached.

The City of Norman shares roadway sections with Moore, OKC, Noble and portions of unincorporated Cleveland County. Over the years it has proven beneficial to work with these entities on joint projects to provide safe maintained roadways. A few examples in recent history include a multi-agency agreement with Cleveland County and City of Noble for shared maintenance on a portion of 60th Avenue SE and another Multi-Agency agreement between OKC, Moore, and Cleveland County for maintenance of a portion of 48th Avenue NW. Cooperation with our neighboring municipalities on shared projects like this allows the City to ensure safe, well maintained and quality roads for both residents and visitors.

DISCUSSION:

In June of 2024, City staff received correspondence from the City of Noble regarding their intent to submit an application for a grant to repair and maintain a portion of Post Oak Road between U.S. Hwy 77 and the west end. This grant is called the Municipal Road Drilling Activity Fund (MRDAF) provided through ODOT.

In February 2025, the City of Noble contacted City staff to notify them that they had successfully secured an award for the described project and are requesting financial participation from the

City of Norman to support the local match portion of project. The below table details the award amount and local match requirements detailed in this agreement.

MRDAF Award amount	\$300,000.00
City of Noble Local Match	\$50,000.00
City of Norman Local Match	\$50,000.00
Total:	\$400,000.00

This agreement allows the City of Norman to contribute funds to City of Noble covering the portion of costs associated with the local match for City of Norman section of Post Oak Road within the project limits.

The City of Norman Street Division has funding available for the Post Oak Road (Project SC0770; Account Number 50595511-46101).

The City of Noble City Council approved this agreement on April 22, 2025.

If approved, staff will coordinate a pre-bid/construction scheduling meeting with the City of Noble to determine construction timeline. This work is anticipated to be complete by fall of 2025.

RECOMMENDATION 1:

Staff recommends approval of Contract K-2425-116 by and between the City of Norman and the City of Noble for shared maintenance project on Post Oak road from SH77 to West End

Reviewed by: Joseph Hill, Streets Program Manager
 Tim Miles, City Engineer
 Scott Sturtz, Director of Public Works
 Clint Mercer, Chief Accountant
 Anthony Francisco, Director of Finance
 Rick Knighton, City Attorney
 Darrel Pyle, City Manager

MUTUAL COOPERATION AGREEMENT**CITY OF NOBLE AND CITY OF NORMAN**

This Mutual Cooperation Agreement is entered into between the CITY OF NOBLE, OKLAHOMA, (hereinafter referred to as "NOBLE") and the CITY OF NORMAN, OKLAHOMA, (hereinafter referred to as "NORMAN") for certain work on W Post Oak Road from Hwy 77 0.62 Miles West as more fully described below.

Pursuant to 69 O.S. §1903, et seq the governing boards of the City of Noble, Oklahoma, and the City of Norman, Oklahoma, find that it is to the mutual benefit of the citizens of both NOBLE and NORMAN to enter into an Agreement of Mutual Cooperation pertaining to repairs of sixty-two hundredths (0.62) miles of W Post Oak Road from Hwy 77 to a point 0.62 miles west within the jurisdictions of NOBLE and NORMAN which are continuations or connecting links in the State or County Highway system or other projects that mutually benefit the two jurisdictions, and is located within Cleveland County.

WITNESSETH:

WHEREAS, NOBLE and NORMAN find it is to the mutual benefit of the citizens of NOBLE and NORMAN to enter into this Agreement for mutual cooperation pertaining to maintenance, construction and repair of a portion of the roads, streets and highways within the County and within the municipal limits of NOBLE and NORMAN; and

WHEREAS, NOBLE has been awarded Municipal Road Drilling Activity Funds (MRDAF) for repairs made necessary by damage resulting from oil or gas drilling activity as set forth in 11 O.S. §37-502; and

WHEREAS, NOBLE'S award amount was three hundred thousand dollars (\$300,000.00). As required by 11 O.S. §37-502(C), twenty-five percent (25%) of the total project costs are required to be provided by the municipality; and

WHEREAS, the portion of road subject of this award is on the boundary of NOBLE and NORMAN, these repairs have mutual benefit to citizens of both NOBLE and NORMAN, and therefore, both NOBLE and NORMAN each agree to provide twelve- and one-half percent (12.5%) of the total project costs to satisfy the twenty-five percent (25%) contribution as required by 11 O.S. §37-502(C).

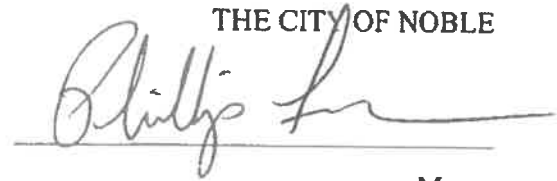
NOW, THEREFORE, BE IT AGREED in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. NORMAN agrees to pay fifty thousand dollars (\$50,000.00) to NOBLE.
2. NOBLE agrees to use the above-described payment as part of its contribution to MRDAF award as required by 11 O.S. §37-502(C).
3. NOBLE agrees to pay one hundred thousand dollars (\$100,000.00) as its contribution to MRDAF award as required by 11 O.S. §37-502(C).


K-2425-116

APPROVED by the City of Noble this 21st day of April, 2025.

THE CITY OF NOBLE



Mayor

**ATTEST:**
City Clerk**REVIEWED** as to form and legality.
City Attorney

APPROVED by the City of Norman this ____ day of _____, 2025.

THE CITY OF NORMAN

Mayor

ATTEST:

City Clerk

REVIEWED as to form and legality.



City Attorney

File Attachments for Item:

28. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-126: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING AN UPDATED PUBLIC TRANSPORTATION AGENCY SAFETY PLAN (PTASP) AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE(S) TO IMPLEMENT THE PLAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/13/2025

REQUESTER: Taylor Johnson, AICP, Transit and Parking Program Manager

PRESENTER: Scott Sturtz, P. E., Public Works Director

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-126: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING AN UPDATED PUBLIC TRANSPORTATION AGENCY SAFETY PLAN (PTASP) AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE(S) TO IMPLEMENT THE PLAN.

BACKGROUND:

On July 19, 2018, the Federal Transit Administration (FTA) published the Public Transportation Agency Safety Plan (PTASP) Final Rule (49 CFR Part 673), which requires certain operators of public transportation systems that receive federal funds under FTA's Urbanized Area Formula Grants to develop safety plans that include the processes and procedures to implement Safety Management Systems (SMS).

The rule applies to all operators of public transportation systems that are recipients and sub-recipients of federal financial assistance under the Urbanized Area Formula Program (49 U.S.C. § 5307). On May 22, 2019, the Governor of Oklahoma designated the City to be a direct recipient of federal funds to be used for the provision of public transportation services effective upon the date the FTA formally approves the City eligible to receive such federal funds. On June 20, 2019, the FTA formally designated the City to be the direct recipient of such federal public transportation funds.

For the City of Norman's first PTASP adopted in 2020, staff chose an option which was available to small public transportation providers that do not operate rail service. This option was to rely on the expertise of the Oklahoma Department of Transportation (ODOT) to draft a group Agency Safety Plan rather than doing so independently. The Council of the City of Norman adopted the ODOT group Agency Safety Plan as the City's first PTASP plan by resolution R-2021-54 on October 13, 2020. The PTASP must include safety performance targets and transit operators must also review and update the plan annually if necessary.

The Bipartisan Infrastructure Law was signed into law on November 15, 2021, which introduced additional requirements to meet the FTA's safety program. The two most prominent additional requirements for an agency serving a small urbanized area (population less than 200,000) were (1) inclusion of strategies to minimize exposure to infectious diseases

consistent with Centers for Disease Control and Prevention (CDC) or State health authority guidelines, and (2) updating the PTASP in coordination with frontline employee representatives.

While ODOT assisted the City with the initial plan, they are not required to assist with subsequent updates to group Agency Safety Plans and the City of Norman's Transit and Parking Division had better established itself when these regulations were implemented. Therefore, staff used these new regulations as an opportunity to develop an updated individual plan which meets the requirements set forth in the Public Transportation Agency Safety Plan (PTASP) Final Rule (49 CFR Part 673), the Urbanized Area Formula Program (49 U.S.C. § 5307), and the Bipartisan Infrastructure Law. That PTASP was adopted by Council on December 13, 2022 through the unanimous adoption of resolution R-2223-70.

DISCUSSION:

The City of Norman is committed to making safety a top priority of transit service and to achieving an optimum level of safety through a cooperative effort with its contractor EMBARK in compliance with the City of Norman Public Transit Agency Safety Plan (PTASP). Among the many critical policies designed to protect our public transportation customers, City Staff, and EMBARK staff, this independent Public Transportation Agency Safety Plan incorporates a number of existing City of Norman safety policies.

Annual review of the PTASP is required, and while staff did not identify any major updates needed at this time, some information regarding personnel changes and accountable executive does require revision.

RECOMMENDATION:

Staff recommends approval of Resolution R-2425-126 adopting the City of Norman Public Transportation Agency Safety Plan and authorizing the City Manager or his designee(s) to carry out the implementation of the plan.

Resolution

R-2425-126

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING AN UPDATED PUBLIC TRANSPORTATION AGENCY SAFETY PLAN (PTASP) AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE(S) TO IMPLEMENT THE PLAN.

- § 1. WHEREAS, on July 19, 2018, the Federal Transit Administration (FTA) published the Public Transportation Agency Safety Plan (PTASP) Final Rule (49 CFR Part 673), which requires certain operators of public transportation systems that receive federal funds under FTA's Urbanized Area Formula Grants to develop safety plans that include the processes and procedures to implement Safety Management Systems (SMS); and
- § 2. WHEREAS, the rule applies to all operators of public transportation systems that are recipients and sub-recipients of federal financial assistance under the Urbanized Area Formula Program (49 U.S.C. § 5307); and
- § 3. WHEREAS, the Bipartisan Infrastructure Law amended 49 U.S.C. §5329d to require transit agencies in small urbanized areas to develop their PTASP in cooperation with frontline employees and include strategies to minimize exposure to infectious diseases consistent with the Centers for Disease Control and Prevention (CDC) or State health authority guidelines; and
- § 4. WHEREAS, on June 20, 2019, the FTA formally designated the City to be the direct recipient of such federal public transportation funds; and
- § 5. WHEREAS, the Council of the City of Norman adopted the City's first PTASP plan by Resolution R-2021-54 on October 13, 2020; and
- § 6. WHEREAS, the plan must be reviewed and updated, if necessary, by the transit agency annually.

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

- § 7. That the City of Norman, Oklahoma, hereby adopts Exhibit A the City of Norman Public Transportation Agency Safety Plan; and
- § 8. That the City of Norman, Oklahoma, authorizes the City Manager or his designee(s) to implement said plan.

PASSED AND ADOPTED this 13th day of May, 2025.

Mayor

ATTEST:

City Clerk





THE CITY OF NORMAN

AGENCY SAFETY PLAN (ASP)

Version 2, issued 05/13/2025

The City of Norman
201 West Gray Street
Norman, OK 73069

Agency Safety Plan Development, Approvals, & Certification

Signature of the Accountable Executive		
	Scott Sturtz, Director of Public Works	Date Signed
Signature of the Chief Safety Officer		
	Taylor Johnson, Transit & Parking Program Manager	Date Signed
Approval by the Board of Directors or an Equivalent Authority	This Agency Safety Plan was approved by the City of Norman City Council.	
	Larry Heikkila, Mayor	Date Approved
	<i>NOTE: Attach approval documentation as an appendix to ASP (e.g., meeting minutes, approval resolution, etc.)</i>	
Transit Contractor Concurrence		
	Jesse Rush, COTPA Administrator	Date Signed
Entity that Drafted this Agency Safety Plan	The City of Norman	

Certification

The City of Norman certifies that this Agency Safety Plan meets the requirements of 49 CFR Part 673 as attested to by Resolution R-2223-70, which can be viewed in the addenda to this ASP.

Revision History

Date	Revision	Description of Revision
12-13-2022	0	Initial issuance of ASP
7-25-2023	1	Added Infectious Disease Language – pp. 1, 5, 16
05-13-2025	2	Annual review - updated personnel information

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ADDENDA

Addendum	City of Norman
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Terms, Acronyms, & Abbreviations

Table 1. Definitions of Terms Used in ASP

Term	Definition
Accident	An Event that involves any of the following: A loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause.
Accountable Executive	A single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency's Safety Management System, Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan in accordance with 49 U.S.C. 5326.
Agency Safety Plan (ASP)	The documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and 49 CFR 673.
CDC	Centers for Disease Control and Prevention
Chief Safety Officer (CSO)	An adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A Chief Safety Officer may not serve in other operational or maintenance capacities, unless the Chief Safety Officer is employed by a transit agency that is a small public transportation provider as defined in 49 CFR 673, or a public transportation provider that does not operate a rail fixed guideway public transportation system.
Collision	A vehicle accident in which there is an impact of a transit vehicle with: <ul style="list-style-type: none"> • Another transit vehicle • A non-transit vehicle • A fixed object • A person(s) (suicide/attempted suicide included) • An animal • A rail vehicle
Consultants/ Contractors	An individual who is compensated by the transit agency for directly operated services, the labor expense for the individual is reported in object class 501 labor, or for purchased transportation service, the labor expense for the individual meets the same criteria as object class 501 labor.

Term	Definition
Demand Response	<p>A transit mode comprised of passenger cars, vans or small buses operating in response to calls from passengers or their agents to the transit operator, who then dispatches a vehicle to pick up the passengers and transport them to their destinations. A demand response operation is characterized by the following:</p> <ul style="list-style-type: none"> a) The vehicles do not operate over a fixed-route or on a fixed schedule except, perhaps, on a temporary basis to satisfy a special need, and b) Typically, the vehicle may be dispatched to pick up several passengers at different pick-up points before taking them to their respective destinations and may even be interrupted en-route to these destinations to pick up other passengers. The following types of operations fall under the above definitions provided they are not on a scheduled fixed-route basis: <ul style="list-style-type: none"> • Many origins - many destinations • Many origins - one destination • One origin - many destinations • One origin - one destination
Event	Any Accident, Incident, or Occurrence.
Fatality	A death or suicide confirmed within 30 days of a reported event. Does not include deaths in or on transit property that are a result of illness or other natural causes.
Federal Transit Administration (FTA)	Federal Transit Administration (FTA) is an operating administration within the United States Department of Transportation.
Fire	Uncontrolled combustion made evident by flame that requires suppression by equipment or personnel or removal of the fuel source or removal of oxygen.
Fixed-Route	Services provided on a repetitive, fixed schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations; each fixed-route trip serves the same origins and destinations, such as rail and bus; unlike demand responsive and vanpool services.
Hazard	Any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.
Incident	An event that involves any of the following: A personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.
Injury	Any damage or harm to one or more persons as a result of an event that requires immediate medical attention away from the scene.
Investigation	The process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.
National Transit Database (NTD)	The National Transit Database (NTD) is a reporting system that collects public transportation financial and operating information.
Occurrence	An Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

Term	Definition
Oklahoma Department of Transportation (ODOT)	The Oklahoma Department of Transportation (ODOT) is a multi-modal transportation agency whose mission "is to provide a safe, economical and effective transportation network for the people, commerce and communities of Oklahoma." ODOT is the Governor's designee for the administration of state and federal public transportation financial assistance programs for areas under 50,000 population.
OSONOC	Other Safety Occurrences Not Otherwise Classified (OSONOC) and not specifically listed as a Reportable Event, but which meet a reportable threshold. Includes (but not limited to): <ul style="list-style-type: none"> • Slips • Trips • Falls • Electric shock • Smoke or the odor of smoke/chemicals noticed in a transit vehicle or facility
Public Transportation Agency Safety Plan (PTASP) Final Rule	The Public Transportation Agency Safety Plan (PTASP) Final Rule (49 CFR Part 673) requires certain operators of public transportation systems that are recipients or subrecipients of FTA grant funds to develop safety plans that include the processes and procedures necessary for implementing Safety Management Systems (SMS).
Reportable Events	A safety or security event occurring on transit right-of-way or infrastructure, at a transit revenue facility, at a transit maintenance facility, during a transit related maintenance activity or involving a transit revenue vehicle that results in one or more of the following conditions: <u>Non-Rail Modes:</u> <ul style="list-style-type: none"> • A fatality confirmed within 30 days of the event • An injury requiring immediate medical attention away from the scene for one or more person • Property damage equal to or exceeding \$25,000 • Collisions involving transit revenue vehicles that require towing away from the scene for a transit roadway vehicle or other non-transit roadway vehicle • An evacuation for life safety reasons
Risk	The composite of predicted severity and likelihood of the potential effect of a hazard
Safety Assurance	Processes within a transit agency's Safety Management System that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.
Safety Event	A collision, fire, hazardous material spill, act of nature (Act of God), evacuation, or OSONOC occurring on transit right-of-way, in a transit revenue facility, in a transit maintenance facility, or involving a transit revenue vehicle and meeting established NTD thresholds
Safety Management Policy	A transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.

Term	Definition
Safety Management System (SMS)	The formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.
Safety Promotion	A combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.
Safety Risk Management	A process within a transit agency's Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.
Serious Injury	Any injury which: (1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date the injury was received; (2) Results in a fracture of any bone (except simple fractures of fingers, toes, or noses); (3) Causes severe hemorrhages, nerve, muscle, or tendon damage; (4) Involves any internal organ; or (5) Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface
System Reliability	The safety performance measure System Reliability means the distance in miles between major mechanical failures. A reportable major mechanical failure is defined in the National Transit Database Glossary as "a failure of some mechanical element of the revenue vehicle that prevents the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip because actual movement is limited or because of safety concerns." System Reliability is determined by dividing the number of annual vehicle revenue miles by the number of major mechanical failures, by mode.
Transit Asset Management Plan	The strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625

Table 2. Definition of Acronyms & Abbreviations Used in ASP

Acronym/Abbreviation	Definition
ACOG	Association of Central Oklahoma Governments
ADA	Americans with Disabilities Act of 1990
ASP	Agency Safety Plan
CSO	Chief Safety Officer
FTA	Federal Transit Administration
MPO	Metropolitan Planning Organization
NTD	National Transit Database
ODOT	Oklahoma Department of Transportation
OSONOC	Other Safety Occurrences Not Otherwise Classified
PTASP	Public Transportation Agency Safety Plan Final Rule (49 CFR Part 673)
SMS	Safety Management Systems

Acronym/ Abbreviation	Definition
TAM	Transit Asset Management

SAFETY MANAGEMENT POLICY STATEMENT

Safety is a core value at the City of Norman, and management of safety is a core agency function. The City of Norman is dedicated to planning, designing, constructing, operating and maintaining transportation systems that optimize the safety of passengers, employees, consultants, contractors, emergency responders, and the public.

Accountability for safety begins with the Accountable Executive and permeates all levels of employees, including consultants and contractors. The following safety objectives reflect the City of Norman's overarching safety goals and demonstrate commitment to establishing, implementing, and continually improving Safety Management Systems (SMS):

- Integrate safety management into the primary responsibilities of all employees;
- Support SMS through allocation of resources and promotion of a safety culture that facilitates safe practices and effective employee safety reporting and communication;
- Define roles and responsibilities for all employees that contribute to safety performance and SMS;
- Implement risk-based hazard management consistent with risk acceptance levels;
- Monitor, and if applicable, implement CDC and Oklahoma State Department of Health guidelines to minimize the spread of infectious diseases.
- Operate an employee safety reporting program that ensures no action will be taken against any employee who discloses a safety concern unless disclosure indicates beyond reasonable doubt an illegal act, gross negligence, or a deliberate disregard of regulations or procedures;
- Comply with or exceed legislative and regulatory requirements and industry standards;
- Ensure systems and services that support operations meet or exceed agency safety standards;
- Require safety information and training to ensure all employees are competent in safety management for tasks allocated to them;
- Establish and measure safety performance against data-driven safety performance targets; and
- Continually improve safety performance and implementation of SMS.

By applying SMS as outlined above and detailed in this ASP, the City of Norman commits to making safety the top priority of all operations and to achieving an optimum level of safety through a cooperative effort in compliance of this ASP.

1 GENERAL

1.1 Safety Management System Overview

Safety Management Systems (SMS) is a formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of safety risk mitigation. SMS includes systematic and proactive procedures, practices, and policies for managing risks and hazards. By bringing employees and contractors together from all levels of the agency to manage risk, SMS helps agencies detect and address safety problems earlier, share and analyze data more effectively, and measure safety performance more precisely.

Four main components comprise SMS:

- **Safety Management Policy** (Section 1.5) is a transit agency's documented commitment to safety. The policy defines the transit agency's safety objectives and the safety accountabilities and responsibilities of its employees.
- **Safety Risk Management** (Section 3) is the process for identifying hazards and analyzing, assessing, and mitigating safety risk.
- **Safety Assurance** (Section 4) is the processes that ensures the implementation and effectiveness of safety risk mitigation, and ensures that the agency meets or exceeds its safety objectives through the collection, analysis, and assessment of safety data.
- **Safety Promotion** (Section 5) is a combination of safety training and communication applied to the agency's transportation system to support SMS.

1.2 Plan Applicability & Scope

1.2.1 Applicability

The Public Transportation Agency Safety Plan (PTASP) Final Rule (49 CFR Part 673) requires compliance by recipients and sub-recipients of FTA Urbanized Area Formula Grant Program funds under 49 USC § 5307¹.

1.2.2 Scope

This ASP meets all the requirements under 49 CFR part 673 and encompasses the equipment, facilities, plans, procedures, operations, and maintenance as they relate to the City of Norman's bus system. This ASP is scaled to the size, scope, and complexity of the City of Norman, which is a small public transportation provider as defined by 49 CFR part 673.

¹ The Bipartisan Infrastructure Law amends FTA's safety program at 49 U.S.C. § 5329(d) (Section 5329(d)) by adding to the public transportation agency safety plan (PTASP) requirements. This ASP has been amended to meet these additional requirements.

1.3 Plan Goals, Objectives, & Purpose

1.3.1 Goals

The overarching goal of this ASP is to enhance all aspects of safety within the City of Norman by guiding effective and proactive management of safety risks in the system and prioritizing capital investments using performance-based planning.

1.3.2 Objectives

The overarching objective of this ASP is to establish processes and procedures to support the implementation of SMS that meets Federal Transit Administration (FTA)-mandated requirements under the PTASP Final Rule (49 CFR Part 673) as amended.

As outlined in the Safety Management Policy Statement, specific safety objectives of this ASP and its established SMS include the following:

- Integrate safety management into the primary responsibilities of all employees;
- Support SMS through allocation of resources and promotion of a safety culture that facilitates safe practices and effective employee safety reporting and communication;
- Define roles and responsibilities for all employees that contribute to safety performance and SMS;
- Implement risk-based hazard management consistent with risk acceptance levels;
- Operate an employee safety reporting program that ensures no action will be taken against any employee who discloses a safety concern unless disclosure indicates beyond reasonable doubt an illegal act, gross negligence, or a deliberate disregard of regulations or procedures;
- Comply with or exceed legislative and regulatory requirements and industry standards;
- Ensure systems and services that support operations meet or exceed agency safety standards;
- Require safety information and training to ensure all employees are competent in safety management for tasks allocated to them;
- Establish and measure safety performance against data-driven safety performance targets; and
- Continually improve safety performance and implementation of SMS.

1.3.3 Purpose

This ASP formalizes the SMS principles and strategies for demonstrating Safety Management Policy, Safety Risk Management, Safety Assurance, and Safety Promotion through all operations and maintenance activities of the City of Norman. The ASP defines the process for identifying, evaluating, and resolving hazards associated with operations of a bus system involved in revenue service. This process helps achieve the

highest practical level of operational safety for the riding public, employees, and anyone encountering the City of Norman Transit system.

1.4 Plan Review & Update

This ASP will be reviewed at least annually and updated as necessary to ensure that it remains current and consistent with FTA guidance and industry best practice. The City of Norman's Transit Chief Safety Officer (CSO) will initiate this review and will include all relevant staff, including frontline employees in this process. Additionally, when a significant change occurs within the City of Norman, the City will update the ASP with applicable changes.

The ASP will also be updated as necessary following any ASP audit to address any findings and recommendations and to improve the SMS program. If revised, the ASP will be re-issued for dissemination among all applicable stakeholders.

1.5 Transit Agency Information & System Overview

Transit Agency Name: City of Norman – Transit

Transit Agency Address: 1310 Da Vinci Street, Norman, Oklahoma

Name & Title of Accountable Executive: Scott Sturtz, Public Works Director

Name of Chief Safety Officer: Taylor Johnson, Transit & Parking Program Manager

Mode(s) of Service covered by this plan: Bus, Paratransit Services

Federal Transit Administration (FTA) Funding: Sections 5307, 5339

System Description

The City of Norman provides its bus services through a transit contractor, currently Oklahoma City's EMBARK. The two types of bus service provided by the City, fixed-route and paratransit, are described below. The bus service operates using 13 motor buses and 13 paratransit vehicles. Additionally, the City of Norman transit service is operating fare-free.

Fixed-Route Service (EMBARK Norman)

The City of Norman has six fixed-route bus lines. Five local routes serve various destinations in the community. A route to the Moore Social Security Office is provided twice a week.

Paratransit Service (EMBARK Plus)

Paratransit service complements the fixed-route transit system by providing lift-equipped transportation to people who are functionally unable to use local fixed-route service. The paratransit service provides shared-ride public transportation and requires an application and eligibility determination prior to use.

2 SAFETY MANAGEMENT POLICY

The City of Norman recognizes management of safety as a core agency function and is dedicated to planning, designing, constructing, operating and maintaining transportation systems that optimize the safety of passengers, employees, consultants, contractors, emergency responders, and the public. This commitment is established in the Safety Management Policy Statement provided at the beginning of this ASP and signed by the City's Accountable Executive.

2.1 Safety Accountability & Responsibilities

Under SMS, identified positions have specific safety responsibilities and authority. Refer to Table 3 for a matrix that names the specific agency position(s) and committee(s) responsible for each of the SMS roles and responsibilities described below.

2.1.1 All Employees

All Transit Agency employees and contractors, including agency leadership, executive management, and key staff, are responsible for safety. Each employee is required to work safely, correct unsafe behavior, identify and report safety hazards, and abstain from performing any task that the person feels could injure themselves or others.

2.1.2 Accountable Executive

The Accountable Executive is a single, identifiable person who has ultimate responsibility and accountability for implementing and maintaining the Transit Agency's SMS and this ASP. This is the same person responsible for carrying out the Transit Agency's Transit Asset Management (TAM) Plan. The Accountable Executive has control or direction over the human and capital resources needed to develop and maintain both the ASP and TAM. The Accountable Executive is also responsible for ensuring action is taken, as necessary, to address substandard performance in the SMS. This individual is the primary decision-maker who is ultimately responsible for both safety and TAM.

2.1.3 Chief Safety Officer

The CSO has the authority and responsibility for day-to-day implementation and operation of the City of Norman Transit's SMS. The CSO must have adequate training to take responsibility for safety and must have a direct line of reporting to their Accountable Executive. Small public transportation providers may designate a CSO who also manages other functions, and may be a full-time or part-time employee of the transit system, or a contracted employee.

2.1.4 Agency Leadership & Executive Management

Agency leadership and executive management is responsible for confirming the SMS is carried out at the City of Norman through incorporation of safety management practices into the agency's operational areas. Responsibilities include designating representatives from operations, maintenance, and other revenue service support functions to serve as

Key SMS Staff. Agency leadership and executive management is also responsible for encouraging SMS training for staff and taking ownership of the safety management processes and activities as they are implemented.

2.1.5 Key SMS Staff

In addition to the above positions, the City of Norman has subject matter experts who serve as Key SMS Staff and represent their departments to support SMS implementation. Key SMS Staff provide expertise on how to adapt existing departmental practices to SMS, identify departmental data and information resources to support SMS decision making, and meet with and update the CSO as necessary.

2.1.6 Safety Committees

Safety committees—whether standalone committees or incorporated into other committees—support SMS by informing and assuring agency management of safety issues affecting the agency and addressing safety issues assigned to it by the agency's executive management.

Safety Roles & Responsibilities

Table 3 below describes the positions responsible for safety at the City of Norman and its transit contractor.

Table 3. City of Norman Safety Roles & Responsibilities Matrix

Roles & Responsibilities	Scott Sturtz, Director of Public Works/ Accountable Executive	Taylor Johnson, Public Transit Coordinator/ Chief Safety Officer	Jesse Rush, COTPA Administrator /Transit Contractor Executive	Rob Rivera, Safety Manager	Key SMS Staff (Transit Safety Council)
Safety Management Policy	A	P	S	S	
Safety Resource Allocation	P	S	S		
Safety Reporting & Follow-up		P	S		
Safety Performance Targets & Measurement	A	P	S		S
ASP Review & Update	A	P	S		
Hazard Identification & Mitigation		O	P		S
Safety Risk Management	A	P	S		S
Safety Assurance, Audits	A	P	S		S
Safety Assurance, Inspections		O	P		S
Accident Investigation		O	P	P	S
Safety Promotion, Communication		P	P	S	S
Safety Promotion, Training		O	P	S	S
SMS Implementation		P	S		S

Key: A = Approval. O = Oversight. P = Primary role. S = Secondary role/Support.

The City of Norman's Transit Safety Council meets monthly to review safety data, discuss safety-related topics, confirm that the contractor and City are collectively meeting safety objectives and goals, and determine course corrections, additions or improvements to the contractor's SMS program. Safety topics include, but are not limited to, safety initiatives, hazards elevated through the safety risk management process, implementation of identified mitigations, safety audits, and employee-reported safety concerns. These meetings support SMS by informing and assuring the City of safety issues affecting the transit contractor and addressing safety issues assigned by executive management.

Additional safety coordination occurs at the transit contractor level where safety is incorporated into their other committees and activities to ensure that the system is operated and maintained in a safe manner.

2.2 Employee Safety Reporting

The City of Norman supports SMS through the allocation of resources and promotion of a safety culture that facilitates safe practices and effective employee safety reporting and communication. The City of Norman has established an employee safety reporting program that allows employees and contractors to report safety conditions or hazards to senior management. The employee safety reporting program meets the following baseline components:

- Allows employees to report safety conditions to senior management
- Provides for anonymous reporting at the discretion of the employee
- Is accessible to all employees
- Ensures no action will be taken against any employee who discloses a safety concern unless disclosure indicates beyond reasonable doubt an illegal act, gross negligence, or a deliberate disregard of regulations or procedures

2.2.1 Employee Safety Reporting Program

The City of Norman requires its transit contractor to implement and maintain an employee safety reporting program that meets the requirements outlined in Section 2.2 of this ASP. The City will provide oversight to ensure the transit contractor is meeting these requirements by discussing their program at the regularly scheduled coordination meetings.

The City's current transit contractor, EMBARK, has an employee safety reporting program that encourages all employees to self-report and report any safety issues, concerns, or hazards. The program includes an open-door policy, the ability to schedule a meeting to meet with a Human Resources representative, and an online portal for safety reporting that can be done anonymously. EMBARK uses unintentional safety violations reported through the program to inform future training and instruction in order to prevent their recurrence. EMBARK further ensures no action will be taken against any employee who discloses a safety concern unless disclosure indicates beyond

reasonable doubt an illegal act, gross negligence, or a deliberate disregard of regulations or procedures.

2.3 Integration with Public Safety and Emergency Management

The City of Norman Police Department manages the radio frequencies used by the City's transit program and responds to incidents as necessary. The City of Norman conducts safety training annually to cover Emergency Management procedures. In addition, the Director of Public Works, who oversees the transit program, is a part of the Emergency Operations Committee when it is convened.

The City of Norman will provide oversight to ensure its transit contractor is participating in coordination efforts. Lessons gathered from these drills will be communicated to employees, and incorporated in training resources, as applicable.

2.4 Safety Performance Targets

The City of Norman has established targets that represent a quantifiable, measurable safety performance or condition. The City of Norman will regularly monitor the performance of the system to ensure the City is meeting the targets and improving safety outcomes. Safety performance targets are categorized by the following safety performance measures:

- **Performance Measure: Fatalities** – Total number of reportable² fatalities and rate per total unlinked passenger trips, by mode.
- **Performance Measure: Injuries** – Total number of reportable injuries and rate per total unlinked passenger trips, by mode.
- **Performance Measure: Safety Events** – Total number of reportable events³ and rate per total vehicle miles, by mode.
- **Performance Measure: System Reliability** – Mean distance between failures, by mode.

Table 4 below provides the City of Norman's safety performance targets for the current year. These targets will be reviewed annually and updated as necessary as part of the annual ASP review process.

² The thresholds for "reportable" fatalities, injuries, and events are defined in the National Transit Database Safety and Security Reporting Manual, available at <https://www.transit.dot.gov/ntd/2019-ntd-safety-and-security-policy-manual>.

³ Event as defined in CFR Part 673.5. Refer to Table 1. Definitions of Terms Used in ASP.

Table 4. City of Norman Safety Performance Targets (2023)

Performance Measurement	Performance Target (2023)
Est. Annual Vehicle Revenue Miles (VRM)	400,000
No. of Fatalities	0
Rate of Fatalities per 100K VRM	0
Number of Injuries	1
Rate of Injuries per 100K VRM	0.25
Number of Safety Events	1
Rate of Safety Events per 100K VRM	0.25
Total Major Mechanical Failures	0
Miles Between Major Mechanical Failures (System Reliability)	N/A

When requested, the City of Norman will provide the safety performance targets to the ODOT and to the region's Metropolitan Planning Organization, the Association of Central Oklahoma Governments (ACOG), to aid in the State and MPO planning processes, as applicable.

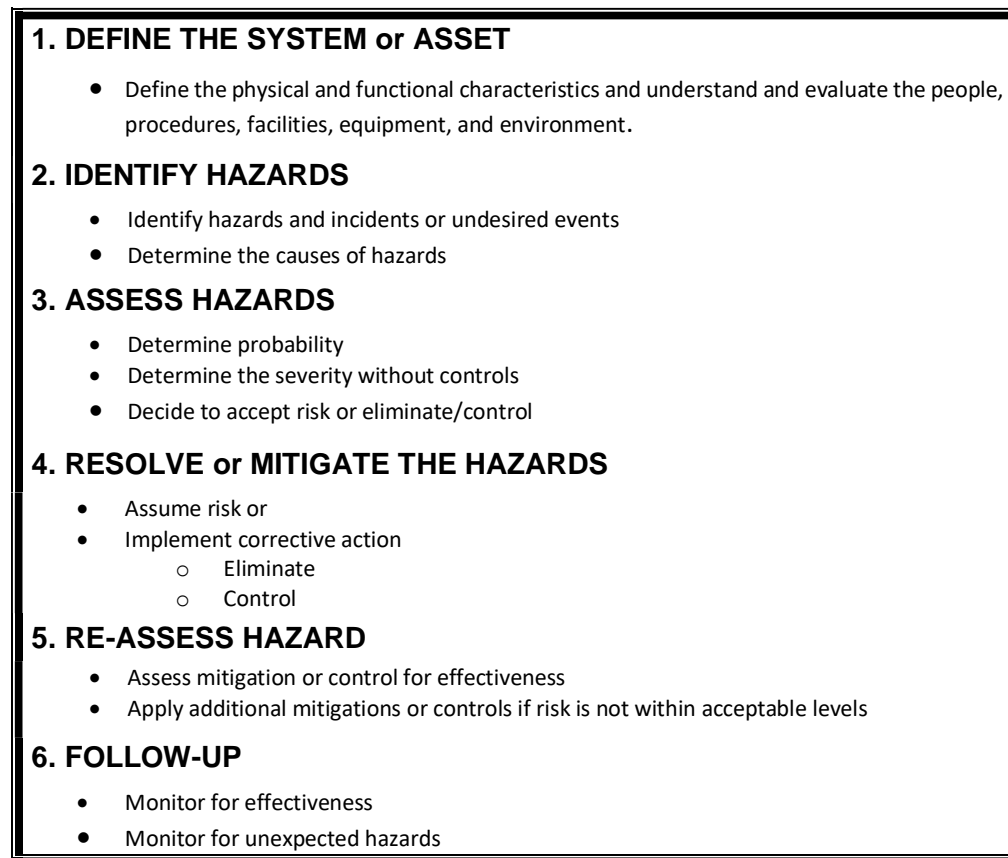
2.5 SMS Documentation & Records

The City of Norman will maintain and require documentation related to the implementation of this ASP and SMS. This includes documents included in whole, or by reference, which describe the programs, policies, and procedures used to carry out this ASP. These documents will be made available upon request by the FTA or other federal entity and will be maintained for a minimum of three years after they are created.

3 SAFETY RISK MANAGEMENT

This section provides detail on safety risk management. Safety risk management includes the activities that a public transportation agency undertakes to control the probability or severity of the potential consequence of hazards. Major safety risk management sub-components include Hazard Identification and Analysis and Safety Risk Evaluation and Mitigation. Figure 1 below summarizes the six basic steps of safety risk management.

Figure 1. Safety Risk Management Process



3.1 Safety Hazard Identification

The first step in a hazard analysis is defining the systems and sub-systems subject to hazards, followed by identifying specific physical and procedural hazards related to the identified systems and subsystems. A safety hazard is:

- Any real or potential condition that can cause personal injury or death or damage to or loss of equipment or property,
- A condition that may be a prerequisite to an accident, or
- Is a situation that has the potential to do harm.

Hazards are identified through a variety of sources, including those listed below. In addition, SMS enables every employee to identify hazards through Safety Promotion efforts and non-punitive hazard reporting, described further in Section 5.

- FTA's Hazard Analysis Guideline for Transit Projects (January 2000)
- Accident/incident data and experience
- Accident/incident data from other bus systems with similar characteristics
- Hazard scenarios
- Applicable industry standards
- Field assessments and surveys
- Project-specific design data and drawings, reviews, testing, and start-up activities

The following tools and techniques may be used for hazard identification and analysis:

- Preliminary Hazard Analysis
- Operational Hazard Assessment
- Accident/Incident Analysis
- Job Hazard Analysis

3.1.1 Infectious Disease Monitoring and Control

The City of Norman monitors current CDC and Oklahoma State Department of Health publications for the latest information about any new or potential pathogen and will implement recommended guidelines to ensure the safety of employees and the public. mitigations can include but are not limited to air purification systems, driver barriers, and mask mandates when required.

3.1.2 Safety Risk Assessment

After identifying system-specific hazards, safety risk management assesses safety risk by first identifying the potential to do harm in the system and then analyzing options to mitigate the hazard to an acceptable level. The process seeks to identify and define as many hazardous conditions as possible and initiate the safety risk mitigation process before those conditions or associated activities cause an accident.

The methodology for analyzing safety risk has two elements: evaluating hazard severity and evaluating hazard probability. The US Department of Defense's Standard Practice for System Safety, MIL-STD-882E, establishes system safety criteria guidelines for determining hazard severity and probability. This ASP adapts the MIL-STD-882E Risk Assessment and Hazard Risk Index matrixes to the transit environment for use in the City of Norman safety risk assessment process.

3.1.3 Hazard Severity

Hazards are rated in terms of their effect on transit customers, employees, the public, and the operating system. Hazard severity is a subjective measure of the worst credible case consequence that results from design inadequacies, component failure or

malfunction, human error, environmental conditions, or operating or maintenance practice, and procedure deficiencies. Figure 2 illustrates these ratings. The categorization of hazards is consistent with risk-based criteria for severity and reflects the principle that not all hazards pose an equal amount of risk.

Figure 2. Hazard Severity Definition

SEVERITY	CHARACTERISTICS			
	People	Equipment/Services	Financial	Reputational
Catastrophic	Several deaths and/or numerous severe injuries (per event)	Total loss of equipment or system interruption, requiring months to repair	Estimated loss from the incident in excess of \$500,000	Ongoing media coverage, irreparable reputational damage, government intervention (weeks – months)
Critical	Low number of deaths and/or serious injury* (per event)	Significant loss of equipment or system interruption, requiring weeks to repair	Estimated loss from the incident in excess of \$100,000-\$499,999	Prolonged media campaign, serious reputational damage, sustained government involvement (days - weeks)
Moderate	Minor injury and possible serious injury (per event)	Some loss of equipment or system interruption, requiring seven or less days to repair	Estimated loss from the incident in excess of \$10,000-\$99,999	Adverse media coverage, reputational damage, government involvement
Minor	Possible minor injury (per event)	Some loss of equipment, no system interruption, less than 24 hours to repair	Estimated loss from the incident in excess of \$1,000-\$9,999	Local media coverage and some reputational damage
Insignificant	No injury	Minor damage to equipment no system interruption, no immediate repair necessary	Estimated loss from the incident is likely less than \$1,000	No adverse media coverage or reputational damage

*Per 49 CFR 673, serious injury: 1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date of the injury was received; 2) Results in a fracture of any bone (except simple fractures of fingers, toes, or noses); 3) Causes severe hemorrhages, nerve, muscle, or tendon damage; 4) Involves any internal organ; or 5) Involves second or third-degree burns, or any burns affecting more than 5 percent of the body surface.

3.1.4 Hazard Probability

The probability that a hazard will occur during the planned life expectancy of the system element, sub-system or component is described qualitatively, in potential occurrences per unit of time, events, population, items, or activity. A qualitative hazard probability is derived from research, analysis, evaluation of safety data from the operating experience of the agency or historical safety data from similar bus systems, and from expert opinion. Figure 3 summarizes the hazard probability categories.

Figure 3. Hazard Probability Categories

Probability Level	Specific Individual Item	Fleet or Inventory	Frequency
Frequent A	Likely to occur frequently in the life of a system	Continuously experienced	> 1 event / month
Probable B	Will occur often in the life of a system	Will occur frequently in the system	> 1 event / year
Occasional C	Likely to occur sometime in the life of an item	Will occur several times	>1 event / 10 year
Remote D	Unlikely, but possible to occur in the life of an item	Unlikely, but can be expected to occur	> 1 event / 20 years
Improbable E	So unlikely, it can be assumed occurrence may not be expected	Unlikely to occur, but possible	< 1 event during 30 years

3.2 Safety Risk Assessment

Together, hazard severity and probability measure a hazard's magnitude and priority for applying the control measures. Hazards are then examined, qualified, addressed, and resolved based on the severity of a potential outcome and the likelihood that such an outcome will occur. The value derived by considering a hazard's severity and probability is the Hazard Risk Index. The resulting risk index is a measure of the acceptability or undesirability of the hazard and is applied to the Risk Assessment Index.

Assignment of a Safety Risk Matrix enables the City of Norman management to properly understand the amount of risk involved by accepting the hazard relative to what it would cost (schedule, dollars, operations, etc.) to reduce the hazard to an acceptable level.





Figure 4 identifies the Safety Risk Matrix, based upon hazard severity and probability, and outlines the criteria for further action and decision authority based on each matrix category. The Safety Risk Matrix is used to assist the decision-making process in determining whether a safety risk should be eliminated, controlled, or accepted. This helps prioritize hazardous conditions and focus available resources on the most serious hazards requiring resolution while effectively managing available resources.

For example, if the potential for an accident/incident reveals a Category 1 (catastrophic) occurrence with a Level A (frequent) probability, the assessed level of risk is Unacceptable and the system safety effort is directed toward eliminating the hazard or at the very least to implementing redundant hazard control measures. A Category 1 (catastrophic) or Category 2 (critical) safety risk may be tolerable if it can be demonstrated that its occurrence is highly improbable. This approach provides a basis for logical management decision-making that considers the hazard's severity and probability.

Figure 4. Safety Risk Matrix

Safety Risk Matrix					
Frequency Or Probability	Severity Category				
	1 Catastrophic	2 Critical	3 Moderate	4 Minor	5 Insignificant
(A) Frequent	1A	2A	3A	4A	5A
(B) Probable	1B	2B	3B	4B	5B
(C) Occasional	1C	2C	3C	4C	5C
(D) Remote	1D	2D	3D	4D	5D
(E) Improbable	1E	2E	3E	4E	5E

LEGEND

	Unacceptable - Cannot be accepted as is, <u>must</u> be mitigated
	Undesirable - Acceptable with Executive-level signoff
	Acceptable w/ Review - Acceptable Operational-level signoff
	Acceptable - Can be accepted as is

“Unacceptable” means the hazard cannot remain as is but must be mitigated.

“Undesirable” means that the hazard should be mitigated, if possible, within fiscal constraints. However, the hazard may be mitigated at a later time. Further, a management decision must be made as to when and how a hazard associated with an undesirable risk will be mitigated, or if management allows the hazard to exist and accepts the associated risk.

“Acceptable with review” or higher must be reviewed by management and must determine the risk associated without mitigating the hazard.

“Acceptable” means that the hazard can remain.

Managers can use the Safety Risk Matrix above to prioritize hazardous conditions and focus available resources on the most serious hazards requiring resolution while effectively managing the available resources.

3.3 Safety Risk Mitigation

As safety risks are identified, whether through a formal risk assessment or informally such as through employee reporting mechanisms, hazards can be resolved by deciding to either assume the risk associated with the hazard or to eliminate or control the risk. Mitigation to bring a hazard to an acceptable level of risk is applied in the following

order of precedence, listed from most effective at the top of the list to least effective mitigations at the bottom:

- Avoidance
- Elimination
- Substitution
- Engineering Controls
- Warnings
- Administrative Controls such as Operations and Maintenance Procedures
- Personal Protective Equipment and Guards

The City of Norman's Safety Manual establishes its hazard assessment process and policy. The City will audit and provide oversight to ensure its transit contractor is either applying the City's hazard assessment process or is applying its own process that meets or exceeds that of the City. With either approach, the City requires that its transit contractor manages safety risk at a level acceptable to the City.

As such, the City of Norman requires its transit contractor to communicate where identified elevated risk could potentially impact the City. As the owner of the transit system's safety risk, the City must review elevated risk and proposed mitigations. When mitigations are agreed upon by the City and transit contractor for identified hazards, mitigations are tracked through the safety assessment program to ensure all concerns raised have been addressed, mitigated, and implemented.

Refer to Policy 100-1 in the City of Norman Safety Manual, attached for reference, for a description of the City's risk assessment process.

4 SAFETY ASSURANCE

Safety assurance includes safety reviews, evaluations, audits, and inspections, as well as data tracking and analysis and investigations. Safety assurance provides for the implementation and effectiveness of safety risk management, and confirms that the City of Norman meets or exceeds its safety objectives through the collection, analysis, and assessment of information. The City of Norman will continually assess the effectiveness of their safety risk mitigations through their safety assurance efforts and report the results of the review to the Accountable Executive.

4.1 Safety Performance Monitoring & Measurement

SMS generates data and information that senior management need to evaluate whether implemented safety risk mitigations are appropriate and effective, and how well an agency's safety performance fits with their established safety objectives and safety performance targets. Safety performance monitoring will occur through routine monitoring of operations and maintenance activities. It also includes risk monitoring to track implementation and success of mitigations and controls put in place to manage risk.

At a minimum, the City of Norman will implement an annual audit that evaluates safety in compliance with this ASP and SMS. The audit program will consider how successfully and consistently the performance monitoring activities listed below are being performed. The annual audit report will be made available to the Accountable Executive and be considered as a foundation document for the annual ASP review and update process.

Monitoring and measurement activities that will be included in the internal audit will include at least the following:

- Monitor compliance and sufficiency of procedures for operations and maintenance
- Monitor operations to identify ineffective, inappropriate, or unimplemented safety risk mitigations
- Monitor effectiveness of mitigations implemented as a result of investigations of safety events and identification of causal factors
- Monitor information from safety reporting systems
- Document audit outcomes
- Collect and track safety data

4.2 Management of Change

The City of Norman will evaluate significant changes that occur within the agency or Transit Contractors for safety impacts by following these steps:

1. *Identifying proposed changes:* shall be completed within the City of Norman Safety Coordination meetings

2. *Assessing proposed changes:* stakeholders assess the proposed changes to determine whether a proposed change may have an unintended risk.
3. *Evaluating a proposed change:* stakeholders will determine if the change may introduce a new hazard or have an impact on safety performance.
4. *Documenting proposed changes:* If the change has a safety impact, risk associated with the change will be evaluated, mitigated, and documented following the processes outlined in the ASP SRM section. If the change does not have a safety impact, no further steps will be taken.

These changes will be discussed as part of the City of Norman's safety committee activities and may include, but are not limited to:

- New contractors or substantive amendment to contract provisions
- New buses, equipment, and/or facilities
- New or changed routes
- Other changes that might have a safety impact

4.3 Continuous Improvement

The City of Norman will evaluate their SMS program periodically to identify areas of improvement. Evaluation of the SMS programs ensures that they effectively and efficiently allow the City of Norman to meet safety objectives and performance targets. The City of Norman will use the data and information gathered while conducting safety performance monitoring to address any identified weaknesses in organizational structures, processes, and resources in a timely manner.

5 SAFETY PROMOTION

The City of Norman uses Safety Promotion to communicate and disseminate safety information to strengthen the safety culture. Safety promotion includes safety lessons learned, reporting systems, recommendations based on safety metrics, and safety training. The goal is to foster a positive safety culture where employees receive ongoing training and updates of safety progress; feel comfortable reporting safety issues or concerns; and understand why safety is important and how they impact safety.

5.1 Safety Communication & Culture

The City of Norman will communicate safety messaging to employees, contractors and customers through placards, message boards, reader boards, social media communication, etc.

The City of Norman will communicate safety performance goals, objectives and targets to their employees and contractors. The Safety Management Policy Statement of this ASP will be communicated to all agency employees and contractors through multiple methods, including the methods outlined above.

The City of Norman is also responsible for communicating operational or maintenance safety hazards and their mitigations to employees and contractors relevant to those employees' and contractors' roles and responsibilities. Additionally, the response to any hazard reported through the employee safety reporting program will be communicated to employees and contractors by the Agency's CSO.

The City of Norman will review lessons learned from incidents, accidents and reported hazards and provide feedback to their employees and contractors regarding findings. This communication is an important step in letting employees know that they are important to the organization.

5.2 Competencies & Training

The City of Norman will establish and implement a safety training program that includes refresher training, as appropriate, for all employees directly responsible for safety and will require compliant safety training programs from their contractors. The Accountable Executive and CSO will be adequately trained and demonstrate competence in safety management. The CSO will also establish and implement training at all levels of the organization to support SMS implementation. This training will be consistent with FTA requirements under the PTASP Final Rule, and the CSO will monitor and document training competencies for all employees.

The City of Norman requires its employees and contractors with direct safety responsibilities to be adequately trained and demonstrate competency in the aspects of safety management applicable to their roles and responsibilities. The City's Safety Policy provides minimum safety requirements by job function for its employees and contractors. The City will provide oversight to ensure its transit contractor is

implementing a safety training program that meets the requirements described in Section 5.2 of this ASP and in the City's Safety Policy. The City also requires the following:

- All operators are trained, certified or licensed to operate assigned vehicles and equipment, including both in-service and classroom training.
- Supervisors are appropriately trained in safety, accident prevention and investigation.

Refer to policy 001-3 in the City of Norman Safety Manual for the City's safety training policy and additional detail on safety training requirements.

5.3 Contractor Safety Program

The City of Norman procurement department will evaluate all contracts for safety impacts and include safety-related procurement language and specification requirements, as applicable. Any contractors will demonstrate job-appropriate training and competencies that meet or exceed the requirements of City of Norman.

CITY OF NORMAN ADDENDA

CITY OF NORMAN

201 W Gray St.
Norman, OK 73069

Safety-Related Agency Documents

The City of Norman and its transit contractor maintain the following safety-related documents:

- City of Norman Drug-Free Workplace Policy, 300-25 in Personnel Manual
- City of Norman Emergency Management Plan, 500-1, December 2015
- City of Norman Hazard Assessment Policy, Policy 100-1, November 2014
- City of Norman Safety Manual, August 2013, which includes the following:
 - City of Norman Safety Training Curriculum, Updated Continuously
 - City of Norman Security Policy, (No policy number) April 2019
 - City of Norman Vehicle Safety Policy, Policy 001-4, December 2018
- City of Norman development in cooperation with frontline employee representatives

File Attachments for Item:

29. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-129: A RESOLUTION OF THE CITY OF NORMAN, RATIFYING THE AMENDMENT OF THE NORMAN EMPLOYEES RETIREMENT SYSTEM PLAN DOCUMENT



CITY OF NORMAN, OK STAFF REPORT

1, 1991, the

MEETING DATE: May 13, 2025

REQUESTER: Anthony Francisco, Finance Director

PRESENTER: Anthony Francisco, Chair, NERS Board of Trustees

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-129: A RESOLUTION OF THE CITY OF NORMAN, RATIFYING THE AMENDMENT OF THE NORMAN EMPLOYEES RETIREMENT SYSTEM PLAN DOCUMENT

BACKGROUND:

The Norman Employees Retirement System (NERS) was established by Ordinance on November 1, 1967, as a tax-qualified (Internal Revenue Code) Defined Benefit Pension System. On July 1, 1991, the NERS Plan Document was amended to establish the System as a tax-qualified Defined Contribution Retirement System (Internal Revenue Code, Section 401a) for all then-active employees. Employees who were retired participants in the Defined Benefit Pension System remained covered by the NERS. The NERS Plan Document has been amended in 1997, 2012 and on September 8, 2015.

DISCUSSION:

The Board of Trustees of the Norman Employee Retirement System adopted changes to the Plan Document on April 24, 2025 to bring the Plan into compliance with changes to federal law and to provide enhanced benefits to members. The amended Plan Document is attached. The NERS Plan Document requires Council approval of the changes approved by the Board.

RECOMMENDATION:

Staff recommends the approval of the Resolution ratifying the NERS Board of Trustee's amendments to the Plan Document.

EMPLOYEE DEFINED CONTRIBUTION RETIREMENT SYSTEM OF THE CITY OF NORMAN

THE CITY OF NORMAN, a governmental entity, hereby adopts the Employee Defined Contribution Retirement System of the City of Norman upon the following terms and conditions. This instrument is an amendment, restatement and continuation of the “Predecessor Plan” (as defined in Subsection 2.1(dd) herein) which is intended to conform to the changes required by the SECURE Act of 2019, the SECURE 2.0 Act of 2022, and other applicable laws, regulations, and administrative authority.

Therefore, the effective date of this Plan is July 1, 2025, except as otherwise stated in the Plan.

ARTICLE I – NAME AND PURPOSE OF PLAN

1.1 Name of Plan. This Plan shall be known hereafter as the Employee Defined Contribution Retirement System of the City of Norman.

1.2 Purpose. The purpose of this Plan is to provide retirement and incidental benefits for the eligible Employees of the Employer; to enable Employees of the Employer who are eligible to participate in the Plan to accumulate funds to provide a retirement income; and, to distribute the corpus and income of the funds accumulated by the Trust, in accordance with the Plan, to the Participants and their Beneficiaries. This Plan is intended to satisfy Code Section 401(a) by meeting the requirements of Code Section 414(d).

1.3 Exclusive Benefit of Employees. This Plan and the related Trust hereto shall be maintained for the exclusive benefit of the eligible Employees of the Employer. The assets of the Trust Fund shall never inure to the benefit of the Employer and shall be held for the exclusive purposes of providing Benefits to Participants and their Beneficiaries and defraying reasonable expenses of administering the Plan.

ARTICLE II – DEFINITIONS AND CONSTRUCTION

2.1 Definitions. Where the following capitalized words and phrases appear in this instrument, they shall have the respective meanings set forth below unless a different context is clearly expressed herein.

(a) Account: The word “Account” shall mean one or more of several records maintained to record the interest in the Plan of each Participant and Beneficiary, and shall include any or all, where appropriate, of the following:

(i) Employee After Tax Contribution Account: The words “Employee After Tax Contribution Account” shall mean a Participant's separate account representing his Employee After Tax Contributions under Section 4.2(b) herein. This account shall always be 100% vested and non-forfeitable.

(ii) Employee Pre-Tax Contribution Account: The words “Employee Pre-Tax Contribution Account” shall mean a Participant's separate account

representing his Employee Pre-Tax Contributions under Section 4.2(a) herein. This account shall always be 100% vested and non-forfeitable.

(iii) Employer Contribution Account: The words “Employer Contribution Account” shall mean a Participant's separate account representing his share of Employer Contributions under Section 4.1 herein.

(iv) Loan Account: The words “Loan Account” shall mean a Participant's separate Account established in the event he desires to make a loan from his applicable Account as provided in Section 7.6 herein.

(v) Rollover Account: The words “Rollover Account” shall mean an Employee's separate account established under Article XI herein. This account shall always be 100% vested and non-forfeitable.

(b) Anniversary Date: The words “Anniversary Date” shall mean the last day of each Plan Year.

(c) Authorized Leave of Absence: The words “Authorized Leave of Absence” shall mean any extraordinary absence authorized by the Employer, under the Employer's standard personnel practices; provided, all persons under similar circumstances must be treated alike in the granting of such Authorized Leaves of Absence; provided further, the Employee returns within the period of authorized absence. An absence due to service in the Armed Forces of the United States shall be considered an Authorized Leave of Absence; provided, the absence is caused by war or other emergency, or provided that the Employee is required to serve under the laws of conscription in time of peace; further provided, the Employee returns to employment with the Employer within the period provided by law. Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code for Plan Years commencing after December 12, 1994.

(d) Beneficiary: The word “Beneficiary” shall mean a person or persons (natural or otherwise) determined in accordance with the provisions of Subsection 6.4(b) herein to receive any Benefits on account of a death.

(e) Benefit: The word “Benefit” shall mean the standing balances in a Participant's Accounts.

(f) Board: The word “Board” shall mean the Board of Trustees appointed by the City under Article VIII herein to administer the Plan.

(g) Break-in-Service: The words “Break-in-Service” shall mean a Plan Year in which an Employee earns 500 or less hours of Employment Service.

(h) City: The word “City” shall mean the City of Norman, and its successors.

(i) City Council: The words “City Council” shall mean the City Council of the City of Norman.

(j) Code: The word “Code” shall mean the Internal Revenue Code of 1986, as amended from time to time.

(k) Compensation: The word “Compensation” shall mean:

(i) (1) “Actual Compensation” paid to a Participant by the Employer during a Plan Year as defined in Section 4.4(a)(ii) herein; and

(2) Any amount deferred by a Participant pursuant to Section 125(a), Section 132(f)(4), Section 402(g)(3), Section 457(b) or Section 403(b) of the Code with respect to employee benefit plans sponsored by the Employer.

(ii) Special Rules. For a Participant's initial year of participation in the Plan, Compensation shall include only amounts paid after the Participant has entered the Plan.

(iii) Compensation Limitations. Under Section 401(a)(17) of the Code, notwithstanding anything herein to the contrary, for any Plan Year beginning after December 31, 2001, the Annual Compensation of each Participant taken into account under the Plan for any Plan Year shall not exceed the annual compensation limit contained in Section 401(a)(17) of the Code. For Plan Years beginning after December 31, 2024, this limit shall be automatically adjusted for cost-of-living increases as determined by the Secretary of the Treasury. The limit for 2025 is \$350,000, adjusted annually by the Secretary for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code. Annual Compensation means Compensation during the Plan Year or such other consecutive 12-month period over which compensation is otherwise determined under the Plan. The cost-of-living adjustment in effect for a calendar year applies to any period, not exceeding 12 months, over which compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than 12 months, the annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

(l) Contributions: The word “Contributions” shall mean contributions made to the Trust by the Employer and the Participant, as follows:

(i) Employee After Tax Contributions: The words “Employee After Tax Contributions” shall mean a Participant's contributions described in Section 4.2(b) herein and credited to his Employee After Tax Contribution Account.

(ii) Employee Pre-Tax Contributions: The words “Employee Pre-Tax Contributions” shall mean a Participant's contributions described in Section 4.2(a) herein and credited to his Employee Pre-Tax Contribution Account.

(iii) Employer Contributions: The words “Employer Contributions” shall mean the Employer's contributions described in Section 4.1 herein and credited to a Participant's Employer Contribution Account.

(iv) Employer Contribution Limits: The Annual Additions that may be contributed or allocated to a Participant's Accounts under the Plan for any limitation year shall not exceed the Maximum Permissible Amount, as defined by IRC Section 415, ensuring all definitions and calculations align with federal regulations.

(m) Credited Service: The words “Credited Service” shall mean the annual credit given to each Employee for vesting purposes under Subsection 6.2(b) herein, such credit being determined as follows:

(i) As a general rule, an Employee shall accrue one year of Credited Service for each Plan Year within which he completes 1,000 or more Hours of Employment Service for all employment service with the Employer.

(ii) With respect to a Participant who has incurred a one-year Break-in-Service, Plan Years of Credited Service before such Break-in-Service shall not be taken into account until the Participant has completed one Plan Year of Credited Service after such Break-in-Service.

(iii) With respect to an Employee who has had a Break-in-Service and has subsequently become a Participant in the Plan again, then any Credited Service attributable to a period of service prior to such Break-in-Service shall be reinstated as of the date of an Employee's re-participation; provided, the foregoing notwithstanding, if the Employee shall not have earned any vested rights under Subsection 6.2(b) herein in his Benefit prior to such Break-in-Service, then such Employee shall forfeit any Credited Service attributable to such prior period of service if his consecutive years of Break-in-Service equals or exceeds the greater of (i) five years of Credited Service, or (ii) his aggregate number of years of Credited Service. In no case shall service earned after five consecutive one-year Breaks-in-Service be counted for purposes of determining the vested percentage of a Participant's Benefit existing immediately prior to such Breaks-in-Service.

(n) Disability: The word “Disability” shall mean the inability of any Participant to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The event causing such disability may occur either during employment with the Employer or while on an Authorized Leave of Absence from the Employer. The permanence and degree of such impairment shall be supported by medical evidence. In the event of a dispute, such shall be settled by a majority decision of three physicians, one to be appointed by the Board, one by the Participant and the third by the two physicians previously appointed.

(o) Disability Retirement Date: The words “Disability Retirement Date” shall mean the date, as determined by the Board in its sole discretion, on which a Participant is retired because of a Disability.

(p) Effective Date: The words “Effective Date” shall mean the 1st day of July, 2025, or as otherwise provided herein, which is the effective date of this instrument which is an amendment, restatement and continuation of the Predecessor Plan, or, with respect to the Employer adopting this Plan and related Trust, the date specified in the instrument adopting the Plan and Trust.

(q) Employee: The word “Employee” shall mean any person employed by the Employer on the basis of an employer-employee relationship who receives remuneration for personal services rendered to the Employer, and Leased Employees within the meaning of Section 414(n)(2) of the Code. A Leased Employee shall not be considered an employee of the recipient if: (i) such employee is covered by a money purchase pension plan providing: (1) a nonintegrated employer contribution rate of at least 10% of compensation, as defined in Section 415(c)(3) of the Code, but including amounts contributed by the employer pursuant to a salary reduction agreement which are excludable from the employee's gross income under Section 125, Section 402(e)(3), Section 402(h) or Section 403(b) of the Code, (2) immediate participation, and (3) full and immediate vesting; and (ii) Leased Employees do not constitute more than 20% of the recipient's non-highly compensated workforce.

(r) Employer: The word “Employer” shall mean the City, and its successor, and any other entity or firm which adopts this Plan and related Trust hereto with the written consent of the City.

(s) Forfeiture: The word “Forfeiture” shall mean the portion of a Participant's Accounts which becomes forfeitable pursuant to Sections 4.3 and 6.2 herein.

(t) Highly Compensated Employee: The words “Highly Compensated Employee” or “HCE” shall mean an Employee who: (1) was a 5% owner at any time during the year or the preceding year, or (2) for the preceding year had Compensation from the Employer in excess of \$80,000 and was in the top-paid group for the preceding year. The \$80,000 amount is adjusted at the same time and in the same manner as under Section 415(d), except that the base period is the calendar quarter ending September 30, 1996. An Employee is in the top-paid group of Employees for any year if such Employee is in the group consisting of the top 20% of the Employees when ranked on the basis of Compensation paid during such year. For this purpose, the applicable year of the Plan for which a determination is being made is called a determination year and the preceding 12-month period is called a look-back year.

(u) Hours of Employment Service: The words “Hours of Employment Service” shall mean each hour of employment credited to an Employee in accordance with the following special rules for the purpose of determining if the Employee has satisfied the eligibility requirement contained in Article III hereof.

(i) (1) An Employee who is compensated on an hourly basis shall be credited with Hours of Employment Service actually earned under any of the following Subsections (ii)(1), (2), or (3).

(2) An Employee who is not compensated on an hourly basis shall be credited with 10 Hours of Employment Service for each day in which he earns at least one hour of employment credit under any of the following Subsections (ii)(1), (2) or (3).

(ii) (1) Credit shall be given for each hour for which such Employee is paid, or entitled to payment, for the performance of duties for the Employer.

(2) Credit shall be given for each hour for which such Employee is directly or indirectly paid, or entitled to payment, by the Employer during a period in which the Employee performs no duties (irrespective of whether employment has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, military duty, jury duty or an Authorized Leave of Absence (for an uncompensated Authorized Leave of Absence, see Subsection (vi) following). Provided, an indirect payment by the Employer shall be deemed to be made under this Subsection (2)

(3) Credit shall be given for each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer.

(iii) For purposes of the following Subsections, "Computation Period" shall mean either of (1) Year of Service requirement under Section 3.1 herein, or (2) a Plan Year as defined herein, whichever applies.

(iv) For periods described in the foregoing Subsection (ii)(2), the following shall apply:

(1) No more than 501 Hours of Employment Service shall be credited to an Employee on account of a single continuous period during which the Employee performs no duties (whether or not such period occurs in a single Computation Period). In applying this Subsection (1), an Employee shall be credited with Hours of Employment Service, beginning with the first day duties are not performed, until he receives a maximum of 501 Hours of Employment Service.

(2) Hours of Employment Service shall not be credited for any payment by the Employer which solely reimburses an Employee for medical or medically related expenses incurred by the Employee.

(v) For periods described in the foregoing Subsection (ii)(3), no more than 501 Hours of Employment Service shall be credited for payments of back pay, to the that such back pay is agreed to or awarded for a period of time during which an Employee did not or would not have performed duties. In applying this Subsection (v), an Employee shall be credited with Hours of Employment Service, beginning with the first day duties are not performed, until he receives a maximum of 501 Hours of Employment Service.

(vi) With respect to any Authorized Leave of Absence which is not compensated by the Employer, an Employee shall be credited with his average number of Hours of Employment Service, determined under either of Subsections (i)(1) or (2),

whichever applies, computed from the 12-month period preceding his absence, or if less, during his entire period of employment. Credit for each Hour of Employment Service under this Subsection (vi) shall be given for the Computation Period during which the absence occurred, except that, for purposes of whether an Employee has a Break-in-Service, such credit shall be given only after the Employee returns to the active employ of the Employer.

(vii) With respect to other special rules applying to this Subsection, Sections 2530.200b-2(b) and (c) of the Minimum Standard Regulations (December 28, 1976, Federal Register, Vol. 41, No. 250) issued by the Department of Labor are incorporated herein by reference and made a part hereof.

(viii) Notwithstanding the foregoing provisions of this Subsection, the Employer may compute Hours of Employment Service prior to the Effective Date hereof on any reasonable basis permitted by Section 2530.200b-3(b) of the aforesaid Minimum Standard Regulations, said Section being incorporated herein by reference and made a part hereof.

(ix) Hours of Employment Service will also be credited for any individual considered a Leased Employee.

(x) Hours of Employment Service will also be credited for an Employee who is absent from work for maternity or paternity reasons caused by (1) pregnancy of the Employee, (2) birth of a child of the Employee, (3) placement of a child with the Employee in connection with the adoption of such child by such Employee, or (4) caring for such child for a period beginning immediately following such birth or placement. The Hours of Employment Service credited under this Subsection shall be credited (1) in the Computation Period in which the absence begins if the crediting is necessary to prevent a Break-in-Service in that period, or (2) in all other cases, in the following Computation Period. This Subsection shall apply in crediting Hours of Employment Service in determining whether or not a Participant has incurred a Break-in-Service with respect to any relevant Computation Year, and, accordingly, shall not apply for any other purpose including, without limitation, benefit accrual service or eligibility service. For the purposes of this Subsection (x), the actual calculation of any such Hours of Employment Service will be as provided in Subsection (vi) hereof.

(v) Investment Manager: The words “Investment Manager” shall mean the “investment manager” designated by the Board pursuant to the Trust Agreement. The Investment Manager(s) shall be limited to managing the Accounts as directed by the Board.

(w) Leased Employee: The words “Leased Employee” shall mean any person, other than an Employee of the Employer, determined by applying the common law agency rules, and determined without regard to the special rule for Leased Employees, who pursuant to an agreement between the Employer and any other person or entity (“leasing organization”) has performed services for the Employer and/or any affiliated entities as defined in Section 414(n)(6) of the Code (“recipient”) on a substantially full

time basis for a period of at least one (1) year; provided that, for Plan Years beginning after December 31, 1996, such services are performed under the primary direction or control of the recipient.

(x) Non-Highly Compensated Employee: The words “Non-Highly Compensated Employee” shall mean an Employee of the Employer who is not a Highly Compensated Employee.

(y) Normal Retirement Date: The words “Normal Retirement Date” shall mean the date on which a Participant attains the age of 62 years.

(z) Participant: The word “Participant” shall mean an Employee who during a Plan Year shall meet (or has met) the eligibility requirements of Article III herein for participation or re-participation, as the case may be. Such term shall also include, where appropriate, a former Employee, who has previously terminated his employment with the Employer and has a remaining undistributed Benefit.

(aa) Plan: The word “Plan” shall mean this Employee Defined Contribution Retirement System of the City of Norman as set forth in this instrument, and as hereafter amended from time to time.

(bb) Plan Year: The word “Plan Year” shall mean the annual period beginning on the first day of July and ending on the last day of June.

(cc) Postponed Retirement Date: The words “Postponed Retirement Date” shall mean the date on which a Participant retires under Subsection 6.1(b) herein subsequent to his Normal Retirement Date.

(dd) Predecessor Plan: The words “Predecessor Plan” shall mean the terms and provisions in the prior instruments governing the Employer's qualified defined contribution retirement plan and related trust, and applying before the Effective Date hereof, or any other date expressly specified herein if different from the Effective Date, which prior instruments are amended, restated and superseded by this instrument.

(ee) Related Employer: The words “Related Employer” shall mean such municipalities and/or other governmental subdivisions of the State of Oklahoma as the Code or applicable Treasury Regulations may provide which should be treated as related or affiliated with the Employer. If the Employer is or would be treated as a member of a related group, the term “Employer” includes the related group members for purposes of crediting Hours of Employment Service, determining years of Credited Service, and Breaks-in-Service, applying the limitations of Article VI, the definition of Compensation, determining whether a Participant or other person had separated from service for purposes of Sections 401(a) and 402 of the Code and for any other purpose required by the applicable Sections of the Code or by a Plan provision. However, only the Employer may contribute to this Plan and only an Employee employed by an Employer is eligible to participate in this Plan. For purposes of determining a Participant's Accrued Benefit, “Compensation” does not include Compensation received from a Related Employer.

(ff) Trustees, Trust, Trust Agreement, Trust Assets and Trust Fund: The word “Trustees” shall mean the trustee(s) appointed under the related trust agreement (the “Trust Agreement”), effective as of July 1, 1991, which governs the “Trust” which, in conjunction with this Plan, shall hold and invest assets accumulated under the Predecessor Plan, if any, and the Contributions made under the Plan for the exclusive benefit of the Employees included in the Plan; and, the words “Trust Assets” and “Trust Fund” shall mean the assets held in the Trust. The Trustees shall include a Councilmember (elected by a majority of the City Council, the City Manager, the City Controller, the City Personnel Director and two City employees (elected for two-year terms at a regular meeting of the American Federation of State, County and Municipal Employees, Local #2875).

(gg) Valuation Date: The words “Valuation Date” shall mean each day of the Plan Year.

2.2 Construction. The masculine gender, where appearing in the Plan, shall be deemed to include the feminine gender, unless the context clearly indicates to the contrary. Any word appearing herein in the plural shall include the singular, where appropriate, and likewise the singular shall include the plural, unless the context clearly indicates to the contrary.

ARTICLE III – PARTICIPATION

3.1 Eligibility for Participation.

(a) Prior Participants. Every Employee who was a participant in the Predecessor Plan immediately prior to the Effective Date hereof shall continue to be a Participant in the Plan. Every other Employee shall become a Participant as provided in Subsection 3.1(b) herein.

(b) New Participants. Participation shall be mandatory for any Employee. For Plan Years beginning after December 31, 2024, an Employee who completes at least two consecutive years of service with at least 500 Hours of Employment Service per year shall be eligible to participate in the Plan, consistent with SECURE 2.0 requirements.

(c) Exclusions. Notwithstanding the foregoing provisions to the contrary, the following Employees shall not be eligible to participate in the Plan:

(i) An Employee who is employed by the Employer included in a unit of employees covered by a “collective bargaining agreement” under which retirement benefits have been the subject of good faith bargaining within the meaning of Section 401(b)(3)(A) of the Code, unless such good faith collective bargaining specifically requires that such Employee be covered under this Plan,

(ii) An Employee who is a nonresident alien within the meaning of Section 410(b)(3)(C) of the Code,

(iii) A Leased Employee,

(iv) An Employee whose employment with the City is classified as part-time, temporary, seasonal, provisional in nature, or contractual (such as the City Manager), in accordance with the City's standard personnel policies and procedures,

(v) An Employee who is participating in the Fireman's Relief Fund Pension, the Police Pension Retirement System of the City of Norman, or the Employee Retirement System of the Norman Municipal Hospital, or

(vi) Any person who has been classified by the Employer as an independent contractor and has had his compensation reported to the Internal Revenue Service on Form 1099 but who has been reclassified as an "employee" (other than by the Employer) shall not be considered as an eligible Employee who can participate under this Plan; provided, if the Employer does reclassify such worker as an "Employee," for purposes of this Plan, such reclassification shall only be prospective from the date that the Employee is notified by the Employer of such reclassification.

3.2 Entry Date. An Employee, upon meeting the eligibility requirements of Section 3.1 herein, shall commence actual participation in the Plan as of the first day of the pay period following the commencement of the Employee's employment.

3.3 Former Participant Falling Under Exclusion. If an Employee who shall first be a Participant hereunder shall later fall under any of the exclusions set forth in the foregoing Section 3.1, his then existing Benefit shall be held and administered under the terms of the Plan and Trust, and he shall be eligible for Credited Service during his employment with the Employer. In addition, such person shall receive no further allocations of Employer Contributions or Forfeitures, if applicable, while he remains under any one of the aforesaid exclusions; provided, the foregoing clause notwithstanding, if such person while employed by the Employer earns 1,000 or more Hours of Employment Service for any portion of a Plan Year in which he is not under such exclusion, then such person shall be entitled, if he is employed by the Employer or other related employer, as the case may be, on the Anniversary Date of such Plan Year, to an allocation of any Employer Contributions and Forfeitures, if applicable, for such Plan Year based on his Compensation earned in such portion of the Plan Year in which he is not under such exclusion.

ARTICLE IV – CONTRIBUTIONS - FORFEITURES - MAXIMUM ANNUAL ADDITIONS

4.1 Employer Contributions. The Employer shall make Employer Contributions each pay period equal to 7.5% of each Participant's Compensation. Employer Contributions shall be allocated and credited in the proportion that each such Participant's total Compensation for such pay period bears to the total Compensation for such Plan Year of all such Participants.

4.2 Employee Contributions.

(a) Employee Pre-Tax Contributions. Each Participant shall be required to make Employee Pre-Tax Contributions to the Trust equal to 6% of the Participant's Compensation for each pay period. Effective for Plan Years beginning after December 31, 2025, if the Participant's Compensation exceeds the annual threshold established under Code Section 414(v), all Catch-Up Contributions shall be designated as Roth (after-tax) contributions. Employee Pre-Tax Contributions shall be picked up and assumed by the Employer and paid to the Trust in lieu of contributions by the Participant. Such contributions shall be designated as Employer Contributions for federal income tax purposes. Each Participant's Compensation will be reduced by the amount paid to the Trust by the Employer in lieu of the required contribution by the Participant. These contributions shall be excluded from the Participant's gross income for federal income tax purposes and from wages for purposes of withholding under Sections 3401 and 3404 of the Code in the taxable year in which contributed. No Participant shall have the option of receiving the contributed amounts directly as Compensation in lieu of having such amounts paid to the Trust by the Employee.

(b) Employee After-Tax Contributions. For Plan Years ending before July 1, 1997, each Participant who is less than 30 years of age was required to make Employee After-Tax Contributions to the Trust equal to 5% of the Participant's Compensation for each pay period. No Employee After-Tax Contributions shall be permitted for Plan Years beginning on or after July 1, 1997.

4.3 Allocation of Forfeitures. On each Anniversary Date, subject to reduction under Subsection 6.3(f) herein, the sum of all forfeited amounts by Participants becoming allocable during a Plan Year shall be allocated in the same manner as Employer Contributions to all Participants who are employed on the last day of the Plan Year. Forfeitures arising under Subsection 6.3(b) herein shall be allocated on the Anniversary Date within the Plan Year in which occurs the earlier of (i) the Participant's receipt of a cash out of his entire vested Benefit in accordance with Subsection 6.3(c) herein, (ii) the Participant's termination of his employment with the Employer, and he has no vested rights in a Benefit which event shall be deemed to be a payment to the Participant and a cash out of his Benefit for all purposes, or (iii) the Participant's incurrence of five consecutive one-year Breaks-in-Service; provided, Forfeitures shall not be allocated on the Anniversary Date within the Plan Year in which (i) above applies if the Participant is reemployed with the Employer and repays in accordance with Subsection 6.3(d) herein all of such cash out within the same said Plan Year; provided further, Forfeitures shall not be allocated on the Anniversary Date within the Plan Year in which (ii) above applies if the Participant is reemployed by the Employer within the same said Plan Year. Forfeitures arising hereunder will be allocated only for the benefit of Participants of the Employer which adopted this Plan; provided further, effective for Plan Years commencing after 1989, all Related Employers shall be aggregated and hypothetically treated as if they were one single Employer and as if all Participants were employed by such hypothetical single Employer, and Forfeitures shall be uniformly allocated in accordance with the foregoing formula as if there were one Employer.

4.4 Limitation on Allocation of Employer Contributions. The following provisions will be applicable in determining if the Plan and the Employer contributions thereto satisfy the requirements of Section 415 of the Code and the regulations thereunder. If applicable, the Annual Additions that may be contributed or allocated to a Participant's Accounts under the Plan for any limitation year shall not exceed the Maximum Permissible Amount.

(a) Definitions. For the purposes of this Section the following definitions shall be applicable:

(i) Annual Additions: For purposes of the Plan, "Annual Additions" shall mean the amount allocated to a Participant's Account during the Limitation Year that constitutes:

- (1) Employer contributions,
- (2) Employee Deferred Compensation Contributions or Roth Contributions (excluding excess deferrals that are distributed in accordance with Treas. Reg. § 1.402(g)-1(e)(2) or (3)),
- (3) Forfeitures, and
- (4) Amounts allocated to an individual medical account, as defined in Section 415(1)(2) of the Code, which is part of a pension or annuity plan maintained by the Employer are treated as annual additions to a defined contribution plan; and amounts derived from contribution plans or accrued after December 31, 1985, and taxable years ending after such date, which are attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in Section 419(A)(d)(3) of the Code, under a welfare benefit fund, as defined in Section 419(e) of the Code, maintained by the Employer are treated as annual addition to a defined contribution plan.

Annual additions for purposes of Code § 415 shall not include restorative payments. A restorative payment is a payment made to restore losses to a Plan resulting from actions by a fiduciary for which there is reasonable risk of liability for breach of a fiduciary duty under federal or state law, where participants who are similarly situated are treated similarly with respect to the payments. Generally, payments are restorative payments only if the payments are made in order to restore some or all of the Plan's losses due to an action (or a failure to act) that creates a reasonable risk of liability for such a breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan). This includes payments to a plan made pursuant to a court-approved settlement, to restore losses to a qualified defined contribution plan on account of the breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan). Payments made to the Plan to make up for losses due merely to market fluctuations and other payments that are not made on account of a reasonable risk of liability for breach of a fiduciary duty are not restorative payments and generally constitute contributions that are considered annual additions.

Annual additions for purposes of Code § 415 shall not include: (1) The direct transfer of a benefit or employee contributions from a qualified plan to this Plan; (2) rollover contributions (as described in Code §§ 401(a)(31), 402(c)(1), 403(a)(4), 403(b)(8), 408(d)(3), and 457(e)(16)); (3) repayments of loans made to a participant from the Plan; and (4) repayments of amounts described in Code § 411(a)(7)(B) (in accordance with Code § 411(a)(7)(C)) and Code § 411(a)(3)(D), as well as Employer restorations of benefits that are required pursuant to such repayments.

If, in addition to this Plan, the Participant is covered under another qualified plan which is a defined contribution plan maintained by the Employer, a welfare benefit fund, as defined in Section 419(e) of the Code maintained by the Employer, or an individual medical benefit account, as defined in Section 415(1)(2) of the Code maintained by the Employer, which provides for Annual Additions during any Limitation Year, then the Annual Additions which may be credited to a Participant's Account under this Plan for any such Limitation Year will not exceed the Maximum Permissible Amount reduced by the Annual Additions credited to a Participant's Account under the other plans and welfare benefit funds for the same Limitation Year. If the Annual Additions with respect to the Participant under other defined contribution plans and welfare benefit plans maintained by the Employer are less than the Maximum Permissible Amount and the Employer contribution that would otherwise be contributed or allocated to the Participant's Account under this Plan would cause the Annual Additions for the Limitation Year to exceed this limitation, the amount contributed or allocated will be reduced so that the Annual Additions under all such plans and funds for the Limitation Year will equal the Maximum Permissible Amount. If the Annual Additions with respect to the Participant under such other defined contribution plans and welfare benefit funds in the aggregate are equal to or greater than the Maximum Permissible amount, no excess amount will be contributed or allocated to a Participant's Account under this Plan for the Limitation Year.

(ii) Actual Compensation: The words “Actual Compensation” shall mean a Participant's wages, salaries, and fees for professional services and other amounts received without regard to whether or not an amount is paid in cash for personal services actually rendered in the course of employment with the Employer, to the extent that the amounts are includible in gross income (or to the extent amounts deferred at the election of the Employee would be includible in gross income but for the rules of Sections 125, 132 (for limitation years beginning after December 31, 2001), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b) of the Code). These amounts include, but are not limited to, commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips and bonuses, fringe benefits, and reimbursements or other expense allowances under a nonaccountable plan as described in Treas. Reg. §1.62-2(c)). For years beginning after December 31, 2008, (i) an individual receiving a differential wage payment, as defined by Code §3401(h)(2), is treated as an employee of the employer making the payment, (ii) the differential wage payment is treated as Actual Compensation, and (iii) the Plan is not treated as failing to meet the requirements of any provision described in Code §414(u)(1)(C) by reason of any contribution or benefit which is based on the differential wage payment.

For purposes of applying the limitations described in Section 4.4 of the Plan, Compensation paid or made available during such limitation years shall include elective amounts that are not includable in the gross income of the employee by reason of Code Section 132(f)(4).

Actual Compensation shall be adjusted, as set forth herein, for the following types of compensation paid after a Participant's severance from employment with the Employer maintaining the Plan (or any other entity that is treated as the Employer pursuant to Code § 414(b), (c), (m) or (o)). However, amounts described in subsections (a) and (b) below may only be included in Actual Compensation to the extent such amounts are paid by the later of 21/2 months after severance from employment or by the end of the limitation year that includes the date of such severance from employment. Any other payment of compensation paid after severance of employment that is not described in the following types of compensation is not considered Actual Compensation within the meaning of Code § 415(c)(3), even if payment is made within the time period specified above.

(b) Regular Pay. Actual Compensation shall include regular pay after severance of employment if:

(1) The payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and

(2) The payment would have been paid to the Participant prior to a severance from employment if the Participant had continued in employment with the Employer.

(c) Leave Cashouts and Deferred Compensation. Leave cashouts shall not be included in Actual Compensation. In addition, deferred compensation shall be included in Actual Compensation.

(d) Salary Continuation Payments for Disabled Participants. Actual Compensation does not include compensation paid to a Participant who is permanently and totally disabled (as defined in Code § 22(e)(3)).

(i) Excess Amount: The words "Excess Amount" shall mean the excess of the Participant's Annual Additions for the applicable Limitation Year over the Maximum Permissible Amount.

(ii) Maximum Permissible Amount: The words "Maximum Permissible Amount" shall mean for the applicable Limitation Year, the "maximum permissible amount" (except for Employee Catch-Up Contributions under Section 414(v) of the Code) which may be contributed or allocated to or made with respect to any Participant which amount shall be the lesser of:

(1) \$40,000, as adjusted for cost-of-living under Code Section 415(d) the “Defined Contribution Dollar Limitation,” or

(2) 100% of the Participant's Actual Compensation for the Limitation Year.

(3) The compensation limitation referred to above shall not apply to: any contribution for medical benefits (within the meaning of Section 419A(f)(2) of the Code) after separation from service which is otherwise treated as an Annual Addition, or any amount otherwise treated as an Annual Addition under Section 415(1)(1) of the Code.

(e) Determination of Excess. If an excess amount was allocated to a Participant on an allocation date of this Plan which coincides with an allocation date of another plan, the excess amount attributed to this Plan will be the product of (1) the total excess amount allocated as of such date times (2) the ratio of (i) the Annual Additions allocated to the Participant for the Limitation Year as of such date under this Plan to (ii) the total Annual Additions allocated to the Participant for the Limitation Year as of such date under this and all other qualified plans which are defined contribution plans.

(f) Treatment of Excess. Notwithstanding any provision of the Plan to the contrary, if the annual additions (within the meaning of Code § 415) are exceeded for any participant, then the Plan may be able to correct such excess in accordance with the Employee Plans Compliance Resolution System (EPCRS) as set forth in Revenue Procedure 2013-12 or any superseding guidance, including, but not limited to, the preamble of the final § 415 regulations. However, EPCRS may not be available in all situations.

4.5 Latest Time Contributions Can Be Made. Unless payment to the Plan is specifically required to be made earlier, actual payment of Employer Contributions may be made following the close of the Employer's taxable year at any time prior to the date on which the federal income tax return of the Employer is filed for such taxable year including extensions of time granted for filing such return.

4.6 Suspension of Contributions. Nothing in this Plan shall be construed to prevent the Employer from suspending Employer contributions for any period, but such a suspension, whether temporary or permanent, shall not of itself terminate the Trust. When contributions are completely discontinued, the Benefits of the Participants shall immediately be 100% vested and nonforfeitable, but there shall not be any immediate vesting of Benefits when contributions are temporarily suspended.

4.7 Contributions Under Mistake of Fact. In the case of a contribution which is made by the Employer under a bona fide mistake of fact or a contribution which is disallowed for deduction under Section 404 of the Code, the Employer shall withdraw the portion of such contribution, attributable to such mistake of fact or denial of deduction, within one year of the mistaken payment or the date of disallowance of the deduction, whichever applies. Upon such withdrawal of such portion of the contribution by the Employer, the rights of the Participants therein shall cease and come to an end with

the same effect as if such portion of the contribution had never been made. Earnings attributable to such portion of the contribution shall not be returned to the Employer, but losses attributable thereto shall reduce the amount to be so returned. In no event shall the withdrawal of the amount attributable to any mistaken contribution cause the balance of any Participant's Account to be reduced to less than the balance which would have been in such Account had such mistaken amount not been contributed.

ARTICLE V – ACCOUNTING

5.1 Accounts.

(a) The Board shall establish and maintain Accounts for each of the Participants. Such Accounts shall be primarily for accounting purposes. The Board may delegate the responsibility for the maintenance of such Accounts to the Trustees or others.

(b) The Accounts of the Participants shall be adjusted in accordance with the following Sections of this Article V.

5.2 Time of Valuation. On each Valuation Date the Trust Fund (and each Investment Option within the Trust Fund) shall be adjusted for all gains, losses, distributions, or contributions that have occurred since the previous Valuation Date. In arriving at such valuation, the Trust Fund shall be charged for expenses allocated to it in accordance with Section 6.3 of the Trust Agreement on a uniform and nondiscriminatory basis, except as otherwise permitted under Section 6.3 of the Trust Agreement with respect to allocation of certain expenses to particular Accounts.

5.3 Separate Accounting Rule for Participant Returning After Break-in-Service. With respect to a Participant who has previously terminated his employment with the Employer and subsequently again becomes an active Participant after incurring five consecutive one-year Breaks-in-Service, if there remains any unpaid vested Benefit in his Accounts which is attributable to such Participant's Plan participation prior to such Breaks-in-Service ("Pre-Break Benefit"), such Pre-Break Benefit shall be held in a separate sub-account within the corresponding Account so that his Pre-Break Benefit and Benefits attributable to his Plan participation after such Breaks-in-Service are separately accounted for.

5.4 Investment Options.

(a) General. Each Participant in the Plan is hereby given the specific authority to direct the investment of all or any portion of his Accounts in one or more of the Investment Options (as defined in Subsection (c) below) in accordance with the procedures as described below. For purposes of this Section, the Participants shall be exercising full investment control, discretion, authority and fiduciary responsibility as provided in this Plan and the related Trust of the investments in such Participants' applicable Accounts.

(b) Election of Investment Options.

(i) Elections of Investment Options shall be made by each Participant for the applicable Plan Year. An election shall (1) be made in 1% increments and (2) be applicable to either (a) all of such Participant's Accounts, and/or (b) all amounts otherwise credited to such Accounts during such Plan Year, or both, as selected by the Participant, except as otherwise limited by the terms of an Investment Option selected by the Participant. This Investment Option shall continue until a subsequent election is made by such Participant or until such Participant's Benefit represented by all of his Accounts is distributed or otherwise paid to him or his Beneficiary under the terms of this Plan or an Investment Option selected by the Participant, as applicable, except as otherwise limited by the terms of an Investment Option selected by the Participant. A Participant may change his Investment Options at any time during the Plan Year, except as otherwise limited by the terms of an Investment Option selected by the Participant..

(ii) A Participant may make or change his election of Investment Option by telephonic or internet instructions directly to the Trustee.

(iii) In the event a Participant makes his election of Investment Option by telephonic or internet instructions directly to the Trustee, the Trustee shall effect a confirmation of such investment instructions as soon as reasonably practicable following receipt of such election from the Participant. Such election of an Investment Option shall become effective at the close of business on the day on which the Trustee received the election. Telephone or internet elections of Investment Options shall be made by Participants in accordance with the procedures which the Trustee shall select and implement.

(iv) To the extent a Participant has elected to invest his Accounts in an Investment Option, the Trustees will establish a separate sub-account under the appropriate Account reflecting the selected Investment Option. See Section 5.2 hereof with regard to the valuation of the Accounts in the Investment Option.

If a Participant elects to invest all or some of his or her Account by purchasing an Investment Option, such as an annuity contract, the sub-account established by the Trustees that contains the portion of the Participant's Account used to purchase the Investment Option, shall be governed by the terms of the Investment Option and shall be paid out under the terms of Subsection 6.7(c). That value of the sub-account containing the portion of the Participant's Account used to purchase the Investment Option, however, is still considered in calculating the Participant's Required Minimum Distribution under Section 6.8.

(v) In the event the Trustees do not receive a proper direction for the election of an Investment Option, the Accounts of such Participant shall be invested in the Investment Option selected by the Board until the Trustees receive a proper direction which will be effective thereafter.

(c) Investment Options. The Investment Options which are offered to the Participants in the Plan shall be designated prior to a Participant's election and may

be modified by the Board; provided, prior to the Board's modification of the Investment Options, the Employer shall notify Participants of such change and provide Participants with such information as is prudent and necessary for Participants to make informed investment decisions.

ARTICLE VI – WITHDRAWAL AND DISTRIBUTION OF BENEFITS

6.1 Retirement Benefits.

(a) Normal or Disability Retirement. Unless sooner vested, a Participant's Benefit represented by Employer Contributions shall be 100% vested and nonforfeitable on his Normal Retirement Date or Disability Retirement Date, as the case may be. A Participant shall be entitled to his Benefit (if not postponed under Subsection 6.1(b) herein) in accordance with Section 6.6 herein, with payment normally commencing as of the Participant's Normal Retirement Date or Disability Retirement Date, as the case may be.

(b) Postponed Retirement. Subject to the requirements of Section 6.9 hereof, if a Participant continues to work beyond his Normal Retirement Date, the Board shall postpone payment of his Benefit until the date such Participant actually retires (herein called "Postponed Retirement Date"). Such Participant shall be entitled to his Benefit in accordance with Section 6.7 herein. The Participant shall continue to share in Employer Contributions, Forfeitures, if any, and increases and decreases to his Accounts determined pursuant to Article V herein like any other Participant until his Postponed Retirement Date.

6.2 Withdrawals. Withdrawals shall be permitted only in the event of a Participant's retirement, termination of employment, or death. Additionally, hardship withdrawals shall be permitted for unforeseeable emergency expenses, domestic abuse survivors, and federally declared disasters, consistent with SECURE 2.0. Participants shall not be required to first exhaust plan loan options before requesting a hardship withdrawal.

6.3 Termination of Employment-Vesting of Accounts.

(a) General. When a Participant ceases to be an Employee for any reason other than those specified in Sections 6.1 and 6.4 herein, his Benefit represented by Employer Contributions shall be determined in accordance with the following Subsections.

(b) Vesting. A Participant shall have vested and nonforfeitable rights in all or part of his Benefit represented by Employer Contributions, as set forth by the percentages in the applicable table hereafter set forth below. If the Plan is amended to modify the vesting schedule, each Participant with at least three years of Credited Service may elect to have their vested percentage computed under the Plan without regard to such amendment, as required under Code Section 411(a)(10).

YEARS OF CREDITED SERVICE		PERCENTAGE OF EMPLOYER CONTRIBUTIONS VESTED
Less than:	2	0%
At least:	2	25%
	3	50%
	4	75%
	5	100%

(c) Payment of Benefit.

(i) Cash Out of Amounts of \$1,000 or Less. If any Participant has \$1,000 or less of vested and nonforfeitable Benefit in his Accounts at the time he terminates his employment, the Board shall direct the Trustees to pay the entire Benefit in a lump sum. Payment shall be made within an administratively feasible time after the Participant's termination of employment which in the normal case will be within six months following the close of the Plan Year in which the Participant terminates his employment.

(ii) Participant's Consent Required for All Distributions in Excess of \$1,000. Notwithstanding anything herein to the contrary, if a Participant's vested and nonforfeitable Benefit in his Accounts is more than \$1,000, the Participant must consent to any distribution of his Benefit before the later of age 62 or attainment of his Normal Retirement Date except in case of the Participant's death. Provided, the Participant shall be entitled to receive a distribution from the Plan in the form of and at the time otherwise authorized in this Article VI.

(d) Reinstatement of Forfeitures.

(i) If a Participant receives a distribution of his vested and nonforfeitable Benefit as provided in Subsection 6.3(c) herein, and thereafter resumes employment before incurring five consecutive one-year Breaks-in-Service his Forfeitures, if previously allocated, shall be restored to the corresponding Account as of the date of distribution if he repays to the Trustees the full amount of any distribution made pursuant to Subsection 6.3(c) herein any time prior to the date on which the Participant actually incurs five consecutive one-year Breaks-in-Service following the date of distribution.

(ii) Subject to Subsection (iii) below, if a Participant has not received a cash out of his vested and nonforfeitable Benefit as provided in Subsection 6.3(c) herein, no part of his Account shall be considered forfeited under Subsection 6.3(d) herein unless and until the Participant incurs five consecutive one-year Breaks-in-Service.

(iii) If a Participant has no vested and nonforfeitable Benefit upon termination of employment with the Employer, the Participant's entire Benefit will be forfeited under Subsection 6.3(d). Provided, however, if a Participant has no vested and nonforfeitable Benefit and he thereafter resumes employment with the Employer before

incurring five consecutive one-year Breaks-in-Service, his Forfeitures, if previously allocated, shall be restored to the corresponding Account.

(iv) The foregoing reinstatement provision shall be applicable only if the Participant has a balance in Account which is subject to forfeiture under Subsection 6.3(b) herein. The amount restored in any event shall be equal to the forfeitable portion of such Benefit, unadjusted by any subsequent increases and decreases otherwise allocable in accordance with Section 5.2 herein.

(e) When Forfeitures are Final. Forfeitures shall become absolutely forfeited and not subject to reinstatement for any reason on the first to occur of the following of Subsections (i) and (ii), whichever applies:

(i) on the date the period for repayment as provided in Subsection 6.3(d) herein has expired, or

(ii) on the Anniversary Date of the last Plan Year in which the Participant incurs five consecutive one-year Breaks-in-Service.

(f) Sources for Reinstated Forfeitures. If Forfeitures are to be reinstated for a Participant in accordance with Subsection 6.3(d) herein, then such reinstatement shall be made as of the Anniversary Date coinciding with or next following the date upon which the requirements of Subsection 6.3(d) herein are met. Reinstated Forfeitures shall be satisfied from the following sources in the priority indicated: (i) unallocated Forfeitures, (ii) unallocated Trust Fund increases, or (iii) Employer Contributions which the Employer shall make if necessary to satisfy such reinstatement. For purposes of this Subsection (f), the limitations under Section 415 of the Code as set forth under Section 4.4 herein shall not apply.

(g) No Forfeitures for Cause. The vested and nonforfeitable Benefit represented by a Participant's Accounts shall not be forfeited for any cause whatsoever.

(h) Minimum Vested Rights of Previous Participants. The vesting schedule under Subsection 6.3(b) herein shall apply to all Participants after the Effective Date hereof, but such schedule shall not be construed to divest a Participant of his vested percentage earned up through the Anniversary Date preceding the Effective Date hereof.

(i) Amendment to Vesting Schedule. If the Plan's vesting schedule is amended, or the Plan is amended in any way that directly or indirectly affects the computation of the Participant's nonforfeitable percentage in his Benefit or if the Plan is deemed amended by an automatic change to or from a Top-Heavy Plan vesting schedule, each Participant with at least three years of Credited Service with the Employer may elect, within a reasonable period after the adoption of the amendment or change, to have the nonforfeitable percentage computed under the Plan without regard to such amendment or change. The period during which election may be made shall commence with the date the amendment is adopted or deemed to be made and shall end on the latest of:

(i) 60 days after the amendment to the Plan is adopted;

(ii) 60 days after the amendment becomes effective; or

(iii) 60 days after the Participant is issued written notice of the amendment by the Employer or the Board.

(j) Certain Emergency Expenses. Participants may take up to \$1,000 in a calendar year as an emergency personal expense distribution. The distribution is exempt from the 10% penalty tax on early withdrawals.

6.4 Death Benefits. The provisions of this Section shall be effective July 1, 2002.

(a) Death of Participant. Unless sooner vested, an active Participant's Benefit represented by his Accounts shall be 100% vested and nonforfeitable upon his death. Upon the death of a Participant, the Board shall cause distribution of his Benefit under Section 6.7 herein to the person determined under Subsection (b) following. The provisions of this Section shall apply to Participants dying on or after the Effective Date. In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code § 414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death.

(b) Payment of Benefit. Upon the death of a Participant, the Participant's Benefit shall be automatically paid to the Participant's surviving spouse; provided, however, in the event that the Participant has designated a Beneficiary and the surviving spouse has consented to such designation, the Benefit shall instead be paid to the Beneficiary in accordance with the provisions hereof.

(c) Other Conditions. Payments to a surviving spouse made pursuant to Subsection (b) above shall be made within a reasonable time following the death of the Participant. If there is no surviving spouse or other Beneficiary, the Benefit shall be paid to the deceased Participant's estate. Upon the death of a Participant prior to the date payment of his Benefits would otherwise commence pursuant to the terms of the Plan, Benefits will commence as soon as practicable thereafter as provided in Subsection 6.1(a) hereof as though the Participant had retired on the day he died and such Benefits shall be paid to the surviving spouse or designated Beneficiary, as the case may be, all as determined within this Section. Upon the death of the Participant, the surviving spouse or other Beneficiary, as the case may be, shall have the option to select any method of payment under Section 6.7 herein.

6.5 Determining Final Benefit.

(a) All Accounts. With respect to Benefits payable under either of Sections 6.1, 6.3, or 6.4 herein, a Participant's Accounts shall be determined as of the Valuation Date, coinciding with or immediately following his Normal Retirement Date, Disability Retirement Date, Postponed Retirement Date, date of death or other termination of employment, whichever applies.

(b) Undistributed Balances. Notwithstanding the foregoing provisions of this Section to the contrary, to the extent that an Account has any undistributed balance on a Valuation Date, then such Account shall continue to be credited with its allocable share of increases or decreases thereon determined pursuant to Section 5.2 herein.

6.6 Latest Time When Payment of Benefits Must Commence.

(a) Time for Payment. With respect to Benefits becoming payable on account of a retirement, death or other termination of employment, as the case may be, and either of Sections 6.1, 6.3 or 6.4 herein applies, distribution of Benefits will commence at the times specified hereinabove for payment; provided, that the foregoing notwithstanding, distribution in any event shall commence not later than the 60th day following the close of the Plan Year in which the last of the following events occur:

(i) The date on which a Participant attains his Normal Retirement Date or attains the age of at least 65 years.

(ii) The date on which a Participant terminates his employment service with the Employer;

(iii) The 10th anniversary of the Plan Year in which the Participant commenced participation in the Plan; or

(iv) With respect to a retirement and Section 6.1 applies, the date specified by an election made in accordance with Subsection (b) immediately following.

(b) Deferral of Benefits. Subject to Section 6.8 herein, prior to the time the right to receive a Benefit under this Section becomes absolutely payable, a Participant may file a written election with the Board to defer his Benefit. Such election shall be irrevocable by the Participant and shall describe his Benefit and the date on which payment of such Benefit shall commence. In no event shall any deferrals of Benefits cause less than 50% of such Benefits to be paid to the Participant during his life.

6.7 Methods of Distribution.

(a) General. Subject to Sections 6.8 and 6.9 herein, Benefits becoming payable on account of a retirement, termination of employment or death, as the case may be, under either of Sections 6.1, 6.2 or 6.3 herein, shall be distributed in accordance with the following Subsections, and, will be distributed in cash. The Participant solely shall have the power to determine the manner in which Benefits are to be distributed hereunder in the best interests of such Participant or his Beneficiary and may, in his sole discretion, upon the written application of the Participant or a Beneficiary, direct the Trustees to distribute Benefits pursuant to any one of the manner of payments provided in Subsections 6.7(b) and hereafter without the exercise of discretion or consent by some other person or persons.

(b) Methods. All distributions hereunder may be made in one or more of the following manners:

(i) By payment of a lump sum; or

(ii) In substantially equal payments in monthly, quarterly, semi-annual or annual installments; provided, an installment election must be for a period less than the life expectancy of the Participant or his Beneficiaries.

(c) Non-Distribution Investment Payouts. For any portion of a Participant's Benefits contained in a sub-account where those Benefits have been used to purchase an Investment Option, such as an annuity contract, and the payment of those Benefits is governed by the terms of the Investment Option selected by the Participant, those Benefits shall be paid to the Participant under the terms of the Investment Option and not distributed to the Participant under the terms of Section 6.7(b). Except however, the value of any Benefits that have been used to purchase an Investment Option, such as an annuity, must still be taken into account when determining the Required Minimum Distribution to be made under the terms of Section 6.8.

(d) Special Rules for Distributions. In accordance with Section 1.411(a)-11(c) of the Income Tax Regulations, the Board shall provide to the Participant a notice setting forth the following: (i) a general description of the material features and an explanation of the relative values of the optional forms of benefit available under the Plan in a manner that would satisfy the notice requirements of Section 417(a)(3) of the Code and (ii) the Participant's right, if any, to defer receipt of the distribution. Such notice must be provided to a Participant no less than 30 days and no more than 90 days before the distribution starting date. Written consent of the Participant to the distribution must not be made before the Participant receives such notice and must not be made more than 90 days before the distribution starting date. If a distribution is one to which Sections 401(a)(11) and 417 of the Code do not apply, such distribution may commence less than 30 days after the notice required under Section 1.411(a)-11(c) of the Income Tax Regulations is given, provided that: (i) the Board clearly informs the Participant that the Participant has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option), and (ii) the Participant, after receiving the notice, affirmatively elects a distribution. For any distribution notice issued in Plan Years beginning after December 31, 2006, any reference to the 90-day maximum notice period prior to distribution in applying the notice requirements of Code §§402(f) (the rollover notice), or 411(a)(11) (Participant's consent to distribution), if applicable, will become 180 days.

6.8 Required Minimum Distributions. The provisions of this Section 6.8 will apply for purposes of determining Required Minimum Distributions for distribution calendar years beginning with the 2003 calendar year. The requirements of this Section will take precedence over any inconsistent provisions of the Plan. All distributions required under this Section will be determined and made in accordance with the Treasury regulations under Section 401(a)(9) of the Code. Notwithstanding the other provisions of this Section, distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

(a) Time and Manner of Distribution.

(i) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date, in accordance with Treasury regulations under IRC Section 401(a)(9), including updated age requirements for RMDs and post-death distributions. For purposes of this Section, the "Required Beginning Date" of a Participant (except for a Participant who is a 5-Percent Owner) is the April 1 of the calendar year following the later of the April 1 of the calendar year following the calendar year in which the Participant attains age 73 or retires. The Required Beginning Date of a Participant who is a 5-Percent Owner is April 1 following the calendar year in which the Participant attains age 73, without regard to whether he has terminated employment. A Participant is treated as a 5-Percent Owner for purposes of this paragraph if such Participant is a 5-Percent Owner of an Employer as defined in Section 416 of the Code at any time during the Plan year ending with or within the calendar year in which such owner attains age 73. Once distributions have begun to a 5-Percent Owner under this paragraph, they must continue to be distributed, even if the Participant ceases to be a 5-Percent Owner in a subsequent year.

(ii) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(1) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, then, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 73, if later.

(2) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(3) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(4) If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Subsection (ii), other than Subsection (ii)(1), will apply as if the surviving spouse were the Participant.

For purposes of this Subsection (a) and Subsection (c), unless Subsection (ii)(4) applies, distributions are considered to begin on the Participant's Required Beginning Date. If Subsection (ii)(4) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Subsection (ii)(4). If distributions

under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Section (ii)(4)), the date distributions are considered to begin is the date distributions actually commence.

(b) Required Minimum Distributions During Participant's Lifetime.

(i) Amount of Required Minimum Distribution. For Each Distribution Calendar Year. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(1) the quotient obtained by dividing the Participant's Account balance by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year; or

(2) if the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's Account balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

(ii) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this Subsection (c) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

(c) Required Minimum Distributions After Participant's Death.

(i) Death On or After Date Distributions Begin.

(1) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:

a. The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

b. If the Participant's surviving spouse is the Participant's sole designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's

death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

c. If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(2) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(ii) Death Before Date Distributions Begin.

(1) Participant Survived by Designated Beneficiary. If the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in Subsection (c).

(2) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(3) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Subsection (b)(ii)(1), this Section 6.8 will apply as if the surviving spouse were the Participant.

(d) Definitions.

(i) Designated Beneficiary. The individual who is designated as the Beneficiary under Section 6.4(b) of the Plan and is the designated Beneficiary under Section 401(a)(9) of the Internal Revenue Code and Section 1.401(a)(9)-4 of the Treasury regulations.

(ii) Distribution Calendar Year. A Calendar Year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution Calendar Year is the calendar year immediately preceding the Calendar Year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under Subsection (b)(ii). The Required Minimum Distribution for the Participant's first Distribution Calendar Year will be made on or before the Participant's Required Beginning Date. The Required Minimum Distribution for other Distribution Calendar Years, including the Required Minimum Distribution for the Distribution Calendar Year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that distribution calendar year.

(iii) Life Expectancy. Life Expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.

(iv) Participant's Account Balance. The Account Balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the Account Balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The Account Balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

(e) Waiver of 2009 Required Distributions. Notwithstanding the preceding subsections of Section 6.8 of the Plan, a Participant or Beneficiary who would have been required to receive Required Minimum Distributions for 2009 but-for the enactment of Section 401(a)(9)(H) of the Code ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2009 RMDs or (2) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's designated Beneficiary, or for a period of at least 10 years ("Extended 2009 RMDs"), will not receive those distributions for 2009 unless the Participant or Beneficiary chooses to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distributions described in the preceding sentence. A direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Section 401(a)(9)(H).

6.9 Information Required on Distribution. Preparatory to commencing distribution with respect to any person, the Board shall notify the Trustees of the following information: (i) the Participant's or Beneficiary's name and address; (ii) the date on which the Participant's employment terminated; (iii) the reason for the Participant's termination; (iv) the name and address of the person or persons to whom the distribution is to be made; (v) the time or times of distribution; (vi) the form of the

distribution; (vii) the amounts to be distributed; and (viii) such other information as may be reasonably necessary.

6.10 Instructions from Board. Distribution shall be made only upon receipt of instructions from the Board and the Trustees shall have no responsibility whatsoever in determining the propriety of such distributions when made pursuant to said instructions.

6.11 No Reduction of Benefits on Account of Merger, Consolidation or Transfer of Trust Fund. In the case of any merger or consolidation with, or transfer of the assets or liabilities to any other plan, each Participant in the Plan would (if the Plan then terminated) receive a Benefit immediately after such merger, consolidation or transfer (if the Plan had then terminated) which is at least equal to the Benefit such Participant was entitled to immediately before such merger, consolidation or transfer.

6.12 No Insurance Policies After Normal Retirement Date. When a Participant reaches his Normal Retirement Date, any insurance policies on his life shall be converted to cash and the proceeds thereof held in his Account with any other amounts until he is entitled to distribution of his Benefit.

6.13 No Reduction of Benefits on Account of Social Security Increases. In the case of a Participant or Beneficiary who is receiving Benefits under the Plan, such Benefits shall not be decreased by reason of any increase in the benefit levels payable under Title II of the Social Security Act or any increase in the wage base under such Title II, if such increase takes place after the date of the enactment (September 2, 1974) of the Act or (if later) the earlier of the date of first receipt of such Benefits or the date of separation from service of the Employer, as the case may be.

6.14 Payments Under a Qualified Domestic Relations Order.

(a) General. The Board shall follow the terms of any 'qualified domestic relations order' as defined in IRC Section 414(p), ensuring all requirements are met to avoid interpretative disputes and to comply with federal regulations. An Alternate Payee includes any spouse, former spouse, child, or other dependent of a Participant who is recognized by a QDRO as having a right to receive all, or a portion of the Benefits payable under the Plan with respect to the Participant. The Board shall only follow QDROs which meet all of the requirements of this Section.

(b) Payments. Payments under a Qualified Domestic Relations Order shall be permitted in accordance with Section 414(p) of the Code. In addition, domestic abuse survivors may request an early withdrawal of up to \$10,000 per year, subject to IRS guidelines, without incurring the 10% early withdrawal penalty.

(c) Definition of QDRO. A QDRO defined under Section 414(p) of the Code is any judgment, decree or order, including the approval of a property settlement agreement, provided that the QDRO must create or recognize the existence of the Alternate Payee's right to receive all or a portion of the benefits payable to a Participant under the Plan. Further, since the Plan is a governmental plan, as defined in Section

414(d) of the Code, a distribution or payment from the Plan will be treated as made pursuant to a QDRO if it is made pursuant to a domestic relations order which meets the requirements of Section 414(p)(1)(A)(i) of the Code which creates or recognizes the existence of an Alternate Payee's right to, or assigns to an Alternate Payee the right to, receive all or a portion of the benefits payable with respect to a Participant under the Plan. Effective on or after April 6, 2007, a domestic relations order that otherwise satisfies the requirements for a QDRO will not fail to be a QDRO: (i) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the Participant's death.

(d) Time for Payment of Benefits Under a QDRO. In the event that the Board is in receipt of a QDRO which requires that the Board make such distribution, and such QDRO otherwise satisfies the provisions of this Section and Section 414(p)(1)(A)(i) of the Code, then, the Board shall make the distribution to the Alternate Payee within a reasonable time following the date on which the Board has (1) received the QDRO and (2) determined that the QDRO satisfies the requirements of this Section and Section 414(p)(1)(A)(i) of the Code unless the Alternate Payee elects otherwise. Distributions will be made in the manner as provided in the Plan and such distributions will be subject to any restrictions on distributions contained in any Funding Vehicle under the Plan. The failure of an Alternate Payee to submit an application for a distribution shall be deemed an election to defer commencement of benefits under this Plan. Provided, for purposes of determining the value of the Participant's benefit which is to be distributed pursuant to such QDRO, the Board shall determine the Participant's benefit as of the valuation date specified in the QDRO or, if no date is so specified, then as of the valuation date coinciding with or first preceding the payment date specified in the QDRO. Provided further, any distribution made pursuant to this Section shall be deemed to be made pursuant to the occurrence of a "stated event." The Board shall not treat any judgment, order or decree as a QDRO unless it meets all of the requirements set forth in Subsection (c) and this Subsection (d) hereof and is sufficiently precise and unambiguous so as to preclude any interpretative disputes. If the QDRO meets these requirements, the Board shall follow the terms of the QDRO whether or not this Plan has been joined as a party to the litigation out of which the QDRO arises.

6.15 Distributions of Certain Employee Contributions. Notwithstanding anything to the contrary herein, a Participant shall be entitled at any time to withdraw all or part of his Benefit represented by his after-tax contributions made to the Predecessor Plan, but excluding those Employee After-Tax Contributions made pursuant to Section 4.2(b) of the Plan or the corresponding Section of the Predecessor Plan.

6.16 Federally Declared Disaster Distributions. Up to \$22,000 per disaster may be distributed from an individual's retirement plan or IRAs for those affected by a federally declared disaster.

(a) This distribution is not subject to the 10% additional tax and may be repaid during the three-year period beginning after the date of the distribution.

- (b) This applies to disasters that occurred after January 26, 2021.

6.17 Loss of Benefits. A Participant's retirement benefits shall be subject to forfeiture upon the conviction of or plea of guilty or nolo contendere to certain crimes as set forth hereinafter.

(a) Any Participant upon final conviction of, or pleading guilty or nolo contendere in a state or federal court of competent jurisdiction to, a felony for bribery, corruption, forgery or perjury or any other crime related to the duties of his or her employment shall forfeit their retirement benefits. The forfeiture of benefits shall not occur if any such Participant received a deferred sentence, but retirement benefits shall not commence prior to completion of the deferred sentence. The forfeiture of retirement benefits required by this Section shall not include the Participant's contributions to the retirement system or retirement benefits that are vested as of August 26, 2011.

(b) The forfeiture of retirement benefits as provided for in this Section shall also apply to any such Participant who, after leaving employment, is convicted of, or pleads guilty or nolo contendere in a state or federal court of competent jurisdiction to, a felony committed while in such employment, where the felony is for bribery, corruption, forgery or perjury or any other crime related to the duties of his or her employment.

(c) The forfeiture shall continue until such time as the conviction or guilty plea is reversed by the highest appellate court to which the officer or employee may appeal.

(d) The attorney responsible for prosecuting the Participant shall notify the Plan if the Participant is convicted of or upon entering a plea of guilty or nolo contendere to any of the crimes set forth in Section 6.17(a). Upon receiving notice of a conviction, plea of guilty or plea of nolo contendere, the Plan shall immediately suspend all benefits of the Participant, and shall notify the Participant of his or her right to a hearing before the Committee to review whether the conviction or plea qualifies for forfeiture of benefits under this Section. If the notice of a conviction, plea of guilty or plea of nolo contendere is not forthcoming but there is reason to suspect a conviction and/or plea may have occurred, the Plan may, in the discretion of the Committee, investigate and gather court documents and contact prosecutors to determine whether the conviction or plea qualifies under this Section. Upon obtaining sufficient documentation of the conviction or plea, the Plan shall immediately suspend all benefits of the Participant and notify the Participant of his or her right to a hearing to review whether the conviction or plea qualifies for forfeiture of benefits under this Section. A Participant shall have thirty (30) days from the date of notification to request a hearing before the Committee. Requests for such a hearing shall be made in writing to the city clerk.

ARTICLE VII – PROVISIONS RELATING TO PARTICIPANTS

7.1 Information Required of Participants. Payment of Benefits shall begin as of the payment date(s) provided in this Plan, and no formal claim shall be required therefor; provided, in the interests of orderly administration of the Plan, the Board may make reasonable requests of Participants and Beneficiaries to furnish

information which is reasonably necessary and appropriate to the orderly administration of the Plan, and, to that limited extent, payments under the Plan are conditioned upon the Participants and Beneficiaries promptly furnishing true, full and complete information as the Board may reasonably request.

7.2 Participants' Right in Trust Fund. No Participant or other person shall have any interest in, or right to, any part of the earnings of the Trust Fund, or any part of the Trust Assets thereof, except as and to the extent expressly provided in the Plan and Trust.

7.3 Abandonment of Benefits.

(a) If, anytime following the date either of a Participant or Beneficiary of a deceased Participant becomes entitled to receive any non-deferred Benefits under the Plan, then, if the whereabouts of such Participant or Beneficiary is unknown, the Benefits may be forfeited in certain limited circumstances as provided hereafter. If the Board has mailed to the Participant or Beneficiary on or about any Anniversary Date notice of the present right to receive Benefits, and the Board continues to mail such notice for two following consecutive Anniversary Dates (for a total of three consecutive Anniversary Dates), then, upon the fourth consecutive Anniversary Date, if no claim has been received, the Accounts representing unclaimed Benefits (including those holding Employee contributions) can be forfeited pursuant to Section 4.3 herein.

(b) Each Participant and Beneficiary shall file with the Board, from time to time in writing, their post office address and each change of post office address, if any, and the Board shall not be obliged to search for or ascertain the whereabouts of any Participant or Beneficiary. Any communication addressed to a Participant or Beneficiary at their last post office address filed with the Board, or if no such address was filed, then at their last post office address as shown on the Employer's records, shall be binding on the Participant and the Beneficiary for all purposes of the Plan and Trust.

(c) In the event that the whereabouts of a lost Participant, or lost Beneficiary of a deceased Participant, ever becomes known to the Board, and either of such parties makes a claim for Benefits, the Board shall, if the Plan is in existence, reinstate any Benefits which have been previously forfeited to satisfy such claim; provided, the amount reinstated shall, in any event, be equal to the amount of the forfeited Benefit unadjusted by any increases or decreases under Section 5.2 herein occurring after the Anniversary Date such forfeitures were allocated. Reinstated Forfeitures shall be satisfied from the following sources in the priority indicated: (i) unallocated Forfeitures, (ii) unallocated Trust Fund increases, or (iii) Employer Contributions which the Employer shall make if necessary to satisfy such reinstatement. For purposes of this Subsection (c), the limitations under Section 415 of the Code shall not apply.

7.4 Benefits Payable to Incompetents. Any payments due hereunder to a minor or other person under legal disability may be made, at the discretion of the Board, (i) directly to the said person, or (ii) to a parent, spouse, relative by blood or marriage, or (iii) the legal representative of the said person. The Board shall not be required to see to

the application of any such payment, and the payee's receipt shall be a full and final discharge of all responsibility hereunder of the Employer, the Board and the Trustees.

7.5 Conditions of Employment Not Affected by Plan. The establishment and maintenance of the Plan shall not be construed as conferring any legal rights upon any Employee to the continuation of employment with the Employer, nor shall the Plan interfere with the right of the Employer to discharge any Employee, with or without cause.

7.6 Loans to Participants.

(a) **General.** The Board, in its sole discretion, may direct Trustees to make loans to Participants or Beneficiaries, upon the written direction and application of the Participant who desires to affect such loan, up to 50% of the vested balance of a Participant's Accounts. All such loans (i) shall not be made available to Highly Compensated Employees (as defined in Section 414(q) of the Code) in an amount greater than the amount made available to other Employees, (ii) shall be available to all Participants and Beneficiaries on a nondiscriminatory basis, (iii) shall be made available in an amount equal to the lesser of 50% of the borrowing Participant's vested Benefit in his Account or \$50,000, (iv) shall bear a reasonable rate of interest which will be established by the Board, (v) shall be secured by the borrowing Participant's Benefit account balance attributable to his Account, (vi) shall be amortized and repaid in level payments of principal and interest made not less frequently than quarterly over the term of the loan, (vii) shall be repaid by payroll reduction; (viii) shall accelerate and be due in full on the date a Participant terminates employment with the Employer; (ix) shall not be less than \$500 in amount each; and (x) shall be made upon such other reasonable terms which the Board shall designate, such terms being applied in a nondiscriminatory fashion; provided, in no event shall any loan have a term in excess of five years; provided further, the Board may make a loan with a longer maturity to a Participant if the proceeds of such loan are used to purchase any dwelling which within a reasonable time is to be used (determined by the Board at the time the loan is made) as a principal residence of the Participant. There shall not be more than two loans outstanding at any time with respect to a Participant. Upon direction by the Board, and subject to Subsection (c) below, the Trustees may foreclose upon such Participant's interest in his Account in the event of default. A loan to a Participant, when added to the outstanding balance of all other loans to the Participant from the Plan and other plans sponsored by the Employer, cannot exceed \$50,000, reduced by the excess of the highest outstanding balance of loans from the Plan (and all other plans sponsored by the Employer) during the one-year period ending on the day before the date the loan is made over the outstanding balance of the loans from the Plan on the date the loan is made. No distribution of a Benefit shall be made to any Participant, Beneficiary or the estate of a Participant unless and until all unpaid loans made by the Plan to such Participant together with accrued interest have been paid in full. In determining if any of the foregoing limitations regarding the making of loans to Participants, loans made under all other plans (i) sponsored by the Employer and (ii) qualified under Sections 401(a) and 501(a) of the Code will be considered. All costs and expenses of any loan will be charged to the applicable Accounts of the Participant. Loan repayments may be suspended under this Plan as permitted under Section 414(u) of the Code.

(b) Establishment of Loan Account. At such time as it is determined that a Participant is to receive a loan from the Plan, the loan shall be made from the Participant's applicable Account in the order and precedence indicated hereafter and such amount shall be deemed to be credited to the Participant's Loan Account with a corresponding debit to occur to his Account as of the first day of the month in which such loan occurs: (i) first, an Account holding Employer contributions, including "rollover contributions" (other than Employee Section 401(k) Contributions, if applicable); and (ii) second, an Account holding Employee Section 401(k) Contributions, if applicable. All interest payments to be made pursuant to the terms and provisions of the loan shall be credited to the applicable Account in such a manner so that the Loan Account will reflect unpaid principal and interest from time to time. The earnings attributable to the Loan Account shall be allocable only to the Loan Account of such Participant and shall not be considered as general earnings of the Trust Fund to be allocated to the other Participants therein as provided in Section 5.2 hereof. Other than for the limited purposes of establishing a separate account for the allocation of the interest thereto, a Participant's Loan Account shall, for all other purposes, be considered as part of applicable Account.

(c) Foreclosure of Loan Account. The Trustees may foreclose upon such Participant's interest in his Account in the event of default under the loan made to the Participant under this Section.

(d) Special Restrictions on Foreclosure. In the event of default under a loan made under this Section, foreclosure under the promissory note evidencing such loan and attachment of the Participant's interest in his applicable Accounts shall occur within a reasonable time following the event of default; provided, with respect to any portion of a loan secured by amounts governed under Section 401(k) of the Code, if applicable, foreclosure on such 401(k) amounts shall not occur until the occurrence of an event described under Section 401(k) of the Code which would otherwise permit a distribution to be made from the Plan.

(e) Order of Application of Account Balances to Fund Loan. At the time a Participant requests a loan pursuant to the provisions of this Section, such Participant shall also specify in writing the order that the Investment Options in which his Account are invested are to be applied to fund his loan after approval by the Board.

(f) Establishment of Loan Program. The Trustees are hereby authorized and directed to establish a "loan program" (the "Loan Program") in accordance with the rules and regulations promulgated by the Department of Labor and, the Trustees are further authorized to delegate to the Board the duties and responsibilities with regard to the implementation of the Loan Program as adopted by the Trustees for and on behalf of the Plan. The Loan Program shall, in accordance with Regulations promulgated by the Department of Labor, be considered to be a part of this Plan for the purposes stated in the Loan Program.

(g) Suspension of Loan Repayments. Loan repayments may be suspended under this Plan as permitted under Section 414(u) of the Code.

(h) Loan Repayment for Military Leave. A Participant on qualified military leave may suspend repayment of any outstanding Plan loan in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and the Servicemembers Civil Relief Act (SCRA). During the suspension period, no loan default shall be deemed to occur. Upon reemployment, the Participant may resume repayment, and the loan term may be extended to accommodate the period of military service, in accordance with Treasury Regulation § 1.72(p)-1 and applicable IRS guidance.

ARTICLE VIII – ADMINISTRATION

8.1 Allocation of Responsibility Among Fiduciaries for Plan and Trust Administration. The fiduciaries shall have clearly defined powers, duties, responsibilities, and obligations under the Plan or the Trust, ensuring compliance with ERISA requirements, including clear definitions of fiduciary responsibilities, claims procedures, and participant rights, even if exempt from certain ERISA requirements. In general, the Employer shall have the sole responsibility for (i) appointing and removing Board members, as provided in Section 8.2 herein, (ii) appointing and removing Trustees, (iii) making Employer contributions and (iv) amending or terminating, in whole or in part, this Plan or the Trust. The Board shall have the sole responsibility for the administration of this Plan, which responsibility is specifically described in this Plan and the Trust Agreement. The Trustees shall have the sole responsibility for (i) the administration of the Trust and (ii) the management of the assets held under the Trust, all as specifically provided in the Trust Agreement. Each fiduciary warrants that any directions given, information furnished, or action taken by it shall be in accordance with the provisions of the Plan or the Trust Agreement, as the case may be, authorizing or providing for such direction, information or action. Furthermore, each fiduciary may rely upon any such direction, information or action of another fiduciary as being proper under this Plan or the Trust and is not required to inquire into the propriety of any such direction, information or action. It is intended that each fiduciary shall be responsible for the proper exercise of such fiduciary's own powers, duties, responsibilities and obligations under this Plan and the Trust and to the extent permitted by law shall not be responsible for any act or failure to act of another fiduciary. No fiduciary guarantees the Trust Fund in any manner against investment loss or depreciation in asset value.

8.2 Appointment of Board. The Plan shall be administered by a Board consisting of voting and nonvoting members. Voting members of the Board shall include a Councilmember (elected by a majority of the City Council), the City Manager, the City Controller, the City Personnel Director and two City employees (elected for two-year terms at a regular meeting of the American Federation of State, County and Municipal Employees, Local #2875). Nonvoting members of the Board shall include the City Attorney, the City Clerk, and an agent of any private corporation to which the Fund may be entrusted.

8.3 Claims Procedure.

(a) The Board shall make all determinations as to the right of any person to Benefits. If any request for Benefits is wholly or partially denied, the Board shall notify

the person requesting such Benefits, in writing, of such denial, including in such notification the following information:

- (i) The specific reason or reasons for such denial;
- (ii) The specific references to the pertinent Plan provisions upon which the denial is based;
- (iii) A description of any additional material and information which may be needed to clarify the request, including an explanation of why such information is required; and
- (iv) An explanation of this Plan's review procedure with respect to denial of such Benefits.

Any such notice to be delivered to any Participant or Beneficiary shall be personally delivered within a reasonable time to such Participant by obtaining a signed receipt therefor or shall be mailed by certified or registered mail with return receipt requested to such Participant. Such notice shall be written to the best of the Board's ability in a manner that may be understood without legal counsel.

(b) Any Participant or Beneficiary whose claim has been denied in accordance with the foregoing Subsection (a) herein may appeal to the Board for review of such denial by making a written request within 60 days of receipt of the notification of such denial. Such Participant or Beneficiary may examine documents pertinent to the review and may submit to the Board written issues and comments. Within 60 days after receipt of the request for review, the Board shall communicate to the claimant, in writing, its decision, and the communication shall set forth the reason or reasons for the decision and specific reference to those Plan provisions upon which the decision is based.

8.4 Records and Reports. The Board shall exercise such authority and responsibility as it deems appropriate to maintain adequate records of the Participants' Accounts and the percentage of the Employer Contribution Account which is vested and nonforfeitable under the Plan; and to notify Participants.

8.5 Other Board Powers and Duties. The Board shall have such duties and powers as may be necessary to discharge its duties hereunder, including, but not by way of limitation, the following:

(a) The Board shall have full authority to administer the Plan and ensure compliance with applicable laws. Fiduciaries shall act solely in the interest of Participants and Beneficiaries, and in accordance with ERISA fiduciary standards, including adherence to prudent investment policies and disclosure requirements under the SECURE Act and SECURE 2.0.

(b) To construe and interpret the Plan and resolve any ambiguities with respect to any of the terms and provisions thereof as written and as applied to the operation of the Plan;

(c) To decide all questions of eligibility and determine the amount, manner and time of payment of any Benefits hereunder;

(d) To prescribe procedures to be followed by Participants or Beneficiaries filing applications for Benefits;

(e) To prepare and distribute, in such manner as the Board determines to be appropriate, information explaining the Plan;

(f) To receive from the Employer and from Participants and Beneficiaries such information as shall be necessary for the proper administration of the Plan;

(g) To furnish the Employer, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate;

(h) To receive, review and keep on file (as it deems convenient or proper) reports of the financial condition, and of the receipts and disbursements, of the Trust Fund from the Trustee;

(i) To appoint or employ individuals and any other agents it deems advisable, including legal counsel, to assist in the administration of the Plan and to render advice with respect to any fiduciary responsibility of the Board, or any of its individual members, under the Plan;

(j) To appoint or employ investment advisors, including an “investment manager”;

(k) To select an annuity carrier to provide for the purchase of annuity contracts from licensed insurance companies as Investment Options;

(l) To allocate among themselves who shall be responsible for specific fiduciary duties and to designate fiduciaries (other than Board members) to carry out fiduciary responsibilities (other than Trustees responsibilities) under the Plan; provided, that any such allocations shall be reduced to writing, signed by all Board members, and filed in a permanent Board minute book; and

(m) To maintain continuing review of the Plan and suggest changes and modifications to the Employer in connection with amendments to the Plan.

The Board shall have no power to add to, subtract from or modify any of the terms of the Plan, or to change or add to any Benefits provided by the Plan, or to waive or fail to apply any requirements of eligibility for Benefits under the Plan.

8.6 Rules and Decisions. The Board may adopt such rules as it deems necessary, desirable, or appropriate. All rules and decisions of the Board shall be

uniformly and consistently applied to all Participants in similar circumstances. When making a determination or calculation, the Board shall be entitled to rely upon information furnished by a Participant or Beneficiary, the Employer, the legal counsel of the Employer or the Trustees.

8.7 Board Procedures. The Board may act at a meeting or in writing without a meeting. The Board may elect one of its members as chairman, appoint a secretary, who may or may not be a Board member, and advise the Trustees of such actions in writing. The secretary shall keep a record of all meetings in a permanent Board minute book and forward all necessary communications to the Employer or the Trustees. The Board may adopt such bylaws and regulations as it deems desirable for the conduct of its affairs. All decisions of the Board shall be made by the vote of the majority (if more than one person be serving as a Board member) including actions in writing taken without a meeting. A dissenting Board member who, within a reasonable time after he has knowledge of any action or failure to act by the majority, registers his dissent in writing delivered to the other Board members, to the extent permitted by law, shall not be responsible for any such action or failure to act.

8.8 Authorization of Benefit Payments. The Board shall issue directions to the Trustees concerning all Benefits which are to be paid from the Trust Fund pursuant to the provisions of the Plan and warrants that all such directions are in accordance with this Plan.

8.9 Application and Forms for Benefits. The Board may make reasonable requirements upon a Participant to complete and file with the Board an application for Benefits and all other forms approved by the Board, and to furnish all pertinent information requested by the Board. The Board may rely upon all such information so furnished it, including the Participants' and Beneficiaries' current mailing addresses.

8.10 Serving in More than One Capacity. An individual person may serve in more than one capacity as a fiduciary.

8.11 Funding Policy. Based on reasonably anticipated needs, including retirements and other terminations of employment, the Board shall at least annually review Plan investments and the current list of Participants under the Plan and determine, the short-term liquidity needs of the Plan which are reasonably necessary to pay any Benefits or pay any costs and expenses which may be required in the foreseeable near future. The Board shall communicate such needs to the Trustees, or other person responsible for investments, so that investment policy can be coordinated with the Plan's short and long term liquidity needs; provided this Section shall not be construed to mean the Board retains any power to direct the Trustees in investment of the Trust Fund. All decisions and policy declarations shall be recorded in the permanent Board minute book.

ARTICLE IX – TRUST FUND

9.1 Trust Fund. The Trust Fund is governed by the Trust Agreement, and the monies for this Plan and the Predecessor Plan shall be held, invested and administered in accordance with the terms of such Trust Agreement as the same may from time to time

be amended. All contributions made by the Employer shall be paid into the Trust Fund and all Benefits payable under the Plan shall be paid from the Trust Fund.

9.2 Employer's Contributions are Irrevocable. The Employer shall have no right, title or interest in the Trust Fund and shall not profit from it. No part of the Trust Fund or of any contribution made thereto by the Employer, shall ever revert to the Employer, or be diverted for purposes other than the exclusive benefit of the Employees except as otherwise provided herein and by law.

ARTICLE X – AMENDMENT AND TERMINATION

10.1 Amendment of the Plan. The City hopes and expects to continue the Plan, but reserves the right to modify, amend, or terminate the Plan in compliance with ERISA and IRC requirements, ensuring protection of accrued benefits and adherence to proper termination processes. Pursuant to resolutions adopted by the City Council, the Plan may be wholly or partially amended, or otherwise modified, at any time by the execution of a written amendment to the Plan on behalf of the City by the officer designated by the City; provided, however, that no such modification or amendment shall permit any part of the Trust Fund, other than such part as is required to be distributed in order to meet necessary expenses, to be used for, or diverted to, purposes other than for the exclusive benefit of the Participants, their Beneficiaries, or their estates, and provided further that no such modification or amendment shall operate to reduce or eliminate the Accounts of any person or persons acquired prior to the effective date of such modification or amendment (except as such modification or amendment shall be necessary in order to comply with any laws or regulations of the United States or of any state).

10.2 Termination of the Plan.

(a) **Complete Termination.** In the event the Employer shall wholly terminate the Plan, the Board shall direct the Trustees to make an appraisal of the Trust Fund as of such termination date. The Trustees shall then deduct from the value of such appraisal an amount which they shall estimate to be necessary to meet any expenses to be incurred during the termination period of the Trust. The Board shall then require a valuation of all Accounts in the Trust Fund in accordance with Section 5.2 herein, as of such termination date, based on the appraised value of the Trust Fund as adjusted after making provision for such expenses. Thereafter, any unallocated Employer contributions and Forfeitures existing on such termination date shall be allocated pursuant to Article IV hereof among the eligible Participants who are employed on such termination date. The sum standing in the Accounts of each person after such recomputation and adjustment, if any, shall represent the final Benefit of each such person, and such amount shall be 100% vested and shall be nonforfeitable, and no recomputation or other adjustment of any Account shall thereafter be made. The distribution by the Trustees shall be made promptly and, in any event, shall be completed within 12 months from the date of termination of the Plan as follows:

(i) Each Participant or Beneficiary shall receive values equal to any amount being held in such person's Accounts as computed under the immediately preceding provisions of this Subsection 10.2(a).

(ii) With respect to the remaining Trust Fund, if any, the interest of each Participant or Beneficiary shall be in the proportion that his Accounts bear to the total of all Accounts.

(b) Partial Termination. In the event of a partial termination of the Plan, the Board shall direct the Trustees to make an appraisal of the Trust Fund as of such termination date. The Trustees shall then deduct from the value of such appraisal an amount which they shall estimate to be necessary to meet any expenses to be incurred during the termination period of the Trust. The Board shall then require a valuation of all Accounts in the Trust Fund in accordance with Section 5.2 herein, as of such termination date, based on the appraised value of the Trust Fund as adjusted after making provision for such expenses. The sum standing in the Accounts of each person, whose termination of employment resulted in the “partial termination” of the Plan, after such recomputation shall represent the final Benefit of each such person, and such amount shall be 100% vested and shall be nonforfeitable, and no recomputation of any such Account shall thereafter be made. The distribution by the Trustees shall be made promptly and, in any event, shall be completed within 12 months from the date of partial termination of the Plan and shall be made to each such person who shall receive values equal to any amount being held in such person's Accounts as adjusted under the immediately preceding provisions of this Subsection 10.2(b).

(c) Termination Subject to Rules in Plan. In the event of any termination of the Plan, and distribution of Benefits are made from the Plan, all such distributions will satisfy the rules for distribution as contained in Article VI hereof.

(d) Distribution Restrictions Under Section 401(k) of the Code. If the Plan includes a Section 401(k) arrangement or if transferred assets described in Article)CI herein are subject to the distribution restrictions of Sections 401(k) (2) and (10) of the Code, the special distribution provisions of Article VI are subject to the restrictions of this Subsection. The portion of the Participant's Benefit attributable to employee Section 401(k) contributions and Special Employer Section 401(k) Contributions shall not be distributable on account of Plan termination, as described in Article X herein, unless: (i) the Participant otherwise is entitled under the Plan to a distribution of that portion of his Benefit; or (ii) the Plan termination occurs without the establishment of a successor plan. A successor plan under Subsection (b) is a defined contribution plan (other than an ESOP) maintained by the Employer (or by an Affiliated Employer) at the time of the termination of the Plan or within the period ending 12 months after the final distribution of assets. A distribution made after March 31, 1988, pursuant to clause (ii), must be part of a lump sum distribution to the Participant of his Benefit.

10.3 Power of Amendment Delegated. By adoption of this Plan, the Employer hereby expressly delegates to the City the power to unilaterally amend this Plan and related Trust hereto on behalf of such Employer.

ARTICLE XI – ROLLOVERS

11.1 Rollover Contributions. A Participant who is or was entitled to receive an Eligible Rollover Distribution, as defined in IRC Sections 402(c) and 408, including

Roth contributions, from a qualified plan described in Section 401(a) or 403(a) of the Code, including after-tax employee contributions, an annuity contract described in Section 403(b) of the Code, an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state, or an individual retirement account may elect to contribute all or any portion of such distribution to the Trust directly from such qualified plan, annuity contract or eligible plan, or within 60 days of receipt of such distribution to the Participant. Rollover Contributions shall only be made in the form of cash, or, if and to the extent permitted by the Employer with the consent of the Trustee, promissory notes evidencing a plan loan to the Participant; provided, however, that Rollover Contributions shall only be permitted in the form of promissory notes if the Plan otherwise provides for loans.

The Plan Administrator shall develop such procedures and require such information from Participants as it deems necessary to ensure that amounts contributed under this Section 11.1 meet the requirements for tax-deferred rollovers established by this Section 11.1 and by Code Section 402(c). No Rollover Contributions may be made to the Plan until approved by the Plan Administrator.

If a Rollover Contribution made under this Section 11.1 is later determined by the Plan Administrator not to have met the requirements of this Section 11.1 or of the Code or Treasury regulations, then, within a reasonable time after such determination is made, the amounts then held in the Trust attributable to such Rollover Contribution shall be distributed to the Employee.

A Participant's Rollover Contributions Account shall be subject to the terms of the Plan except as otherwise provided in this Section 11.1.

Notwithstanding any other provision of this Section 11.1, the Employer may direct the Trustee not to accept Rollover contributions.

11.2 Rollover to Another Plan or Traditional IRA. This Section applies to distributions made after December 31, 2001.

(a) General. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover. The Plan Administrator shall establish procedures for implementing such Direct Rollover distribution.

(b) Definitions. For purposes of this Section 11.2, the following definitions shall apply:

(i) “Eligible Rollover Distribution”: An “Eligible Rollover Distribution” is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less

frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of 10 years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to Employer Stock); and any distribution attributable to a hardship. A portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of After-Tax Employee Contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in Section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible. If any portion of an eligible rollover distribution is attributable to payments or distributions from a designated Account holding Roth Contributions and earnings thereon, an Eligible Retirement Plan with respect to such portion shall include only another designated account of the individual from whose account the payments or distributions were made holding Roth Contributions and earnings thereon, or a Roth IRA of such individual.

(ii) “Eligible Retirement Plan”: An “Eligible Retirement Plan” is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, a qualified trust described in Section 401(a) of the Code, an annuity contract described in Section 403(b) of the Code and an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan; or, effective January 1, 2008, a Roth IRA described in Code Section 408A(b), that accepts the Distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to the surviving spouse or a Participant's surviving Beneficiary, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in Section 414(p) of the Code. If any portion of an Eligible Rollover Distribution is attributable to payments or distributions from a designated Roth account, an Eligible Retirement Plan with respect to such portion shall include only another designated Roth account of the individual from whose account the payments or distributions were made, or a Roth IRA of such individual. In the case of a non-spouse beneficiary, the direct rollover may be made only to an individual retirement account or annuity described in Code Section 408(a) or 408(b) (“IRA”) that is established on behalf of the designated Beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(ii). Further, the determination of any required minimum distribution under Code Section 401(a)(9) that is ineligible for rollover shall be made in accordance with IRS Notice 2007-7, Q&A 17 and 18, 2007-5 I.R.B. 395.

(iii) **“Distributee”**: A “Distributee” includes a Participant or former Participant. In addition, the Participant's spouse or former Participant's surviving spouse or surviving Beneficiary and the Participant's or former Participant's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse.

(iv) **“Direct Rollover”**: A “Direct Rollover” is a payment by the Plan directly to the Eligible Retirement Plan specified by the Distributee.

11.3 Sole Interest in Plan. Upon a transfer of an account from an Other Plan as aforesaid, the Employee's Rollover Account shall represent his sole interest in the Plan until he becomes a Participant.

11.4 Rollovers or Transfers of Certain Persons Prohibited. In no event shall a rollover under Section 11.1 herein or a transfer under Section 11.2 herein be made to this Plan with respect to an account of an “owner-employee” as defined under Section 401(c) of the Code. Further, no direct transfers will be made to this Plan from another plan if such transfer is subject to the joint and survivor annuity requirements as described in Section 417 of the Code or would be subject to the “protected benefit” rules of Section 411(d)(6) of the Code if the form of benefit is different than what is provided under this Plan.

ARTICLE XII – DEFINED BENEFITS

12.1 Provisions Applicable to Frozen Defined Benefits. The City sponsored a defined benefit plan which was frozen and merged into this Plan as of June 30, 1991. The following provisions shall be applicable to the benefits frozen as of June 30, 1991:

(a) Normal form of monthly benefit will be a life annuity with 120 payments guaranteed.

(b) Optional forms:

(i) Life annuity with a one hundred percent (100%) Joint and Survivor annuity; or

(ii) Life annuity with a sixty-six and two-thirds percent (66 2/3%) Joint and Survivor annuity; or

(iii) Life annuity with a fifty percent (50%) Joint and Survivor annuity.

(c) Actuarial equivalence:

Pre-retirement Interest	8%
Post-retirement Interest	8%

Mortality 1983 Group Mortality Table at eight percent (8%)
Male and females set back three (3) years

(d) Years of service will be the years of full-time employment with the City of Norman since November 1, 1967.

(e) Average monthly compensation will be the average of the highest sixty (60) months of compensation. The first six (6) months of 1991 will be calculated by the City Payroll Department.

(f) Accrued benefit is the monthly benefit obtained by multiplying years of service after November 1, 1967, to June 30, 1991, by two (2) percent by the average monthly compensation.

(g) Annuity pool is the money set aside in the Fund exclusively to pay the monthly benefits of all retirees of the Employee Retirement System who retired on or before July 1, 1991.

(h) Active Participants aged fifty-five (55) on or before July 1, 1991, will have the following options:

(i) Elect early retirement: The early retirement monthly benefit will be calculated in the same manner as calculated in the prior plan. Namely, years of service times two percent (2%) of the average monthly compensation. This benefit will be paid in the normal form or one of the available optional forms of retirement income.

(1) Any Participant electing early retirement must make the election in writing on the appropriate form provided by April 1, 1991.

(ii) Do not elect early retirement:

(1) Those eligible employees not electing early retirement will receive a combined account balance which will consist of the following: The greater of:

- a. the sum of their account balance plus the City's contribution valued beginning on June 30, 1991, or
- b. the present value of their accrued monthly benefit at the normal retirement age of sixty-two (62).

(2) This greater number will be their account balance on June 30, 1991, in the Employee Defined Contribution Retirement System.

(i) Active Participants who are less than fifty-five (55) years of age on July 1, 1991, will receive a combined account balance on June 30, 1991, which will be the

greater of (a) the sum of the value of their contribution account plus the City's combination account value on June 30, 1991, or (b) the present value of their accrued benefit on June 30, 1991. This greater number will be the account balance of the Participant on June 30, 1991, in the Employee Defined Contribution Retirement System.

(j) Annuity Pool.

(i) Those employees who have retired from the Employee Retirement System prior to July 1, 1991, will continue to receive their monthly payments from the annuity pool.

(ii) Any employee electing early retirement will receive his elected form of monthly income from the annuity pool.

(1) Those employees that elect early retirement will have their combined account balance transferred to the annuity pool on June 30, 1991.

(k) Employees who terminated employment with the City of Norman prior to January 1, 1991, and elected to participate in the money purchase option will have combined account balances in the Employee Defined Contribution Retirement System that will be equal to the value of their vested money purchase option account balance on June 30, 1991.

(l) These aforementioned provisions will determine the account balances of all Participants that have not retired on or before July 1, 1991, and will be considered roll-over accounts.

(m) The provisions of the new Employee Defined Contribution Retirement System will govern all future employee and employer contributions after July 1, 1991.

(n) All active Participants who have not terminated employment prior to July 1, 1991, will be one hundred percent (100%) vested in the City of Norman's accumulated account on July 1, 1991.

(o) The Annuity Pool:

(i) The City shall contribute, at least annually, to the annuity pool acting under the advice of the Board of Trustees so as to maintain actuarial soundness of the annuity pool.

(ii) The first actuarial valuation of the annuity pool will be as of June 30, 1991.

(iii) This annuity pool will be maintained by the Employee Retirement System of the City of Norman until there are no Participants receiving benefits from the annuity pool.

(iv) The Board of Trustees will have an actuarial valuation performed on an annual basis in order to maintain soundness of the annuity pool.

(p) All employees who become disabled or retire on or after March 14, 1975, shall receive benefits in accordance with the provisions of this Article, subject to the limitation that should the employee have contributed to and become eligible for a higher disability or retirement benefit under the System enacted in Ordinance No. 1901, he shall be paid that higher benefit.

(q) All employees who are contributing to the System as enacted in Ordinance No. 1901 as of March 14, 1975, shall receive retroactive service credit for those periods during which they actually contributed.

(r) All employees excluded from the System as enacted in Ordinance No. 1901 because of their status as pensioners of a fire or police retirement system and who contributed to the System as of March 14, 1975, shall receive retroactive service credit for those periods of time they worked so long as:

(i) their employment was for a continuous period of time from or after July 1, 1967, through March 14, 1975, and

(ii) the employee deposits in the System a monetary sum equal to what would have been his employee contribution and the City's contribution for that period of time, and the interest at the rate earned by the Fund for that respective period of time.

(s) All fund assets and liabilities of the System as enacted in Ordinance No. 1901 shall be consolidated with and paid from the Fund as of March 14, 1975.

(t) All employees who are contributing to the System as enacted in Ordinance No. 1901 and who are under thirty (30) years of age as of March 14, 1975, may elect to withdraw from that Fund and System and, should they so elect, their contribution accumulations shall be returned.

(u) The employees, payment amounts and beginning date of payments for the benefit described in this Section 12.1 is set forth on Exhibit "A" attached hereto.

Article XIII - Miscellaneous Provisions

13.1 Article and Section Titles and Headings. The titles and headings at the beginning of each Article and Section shall not be considered in construing the meaning of any provision in this Plan.

13.2 Applicable Law. The provisions of this Plan shall be construed, administered and enforced according to the laws of the State of Oklahoma. All contributions to the Trust shall be deemed to take place in the State of Oklahoma.

13.3 **Multiple Originals.** This Plan has been executed in a number of identical copies, each of which shall be considered an original for all purposes.

EXECUTED as of this _____ day of _____, 2025.

THE CITY OF NORMAN, a governmental entity

ATTEST:

By: _____

Name: _____

City Clerk

Title: Mayor

“CITY”

R-2425-129

A RESOLUTION OF THE COUNCIL OF THE CITY OF
NORMAN, OKLAHOMA, RATIFYING AMENDMENTS TO THE
NORMAN EMPLOYEE DEFINED CONTRIBUTION
RETIREMENT PLAN TO INCORPORATE RECENT LAW
CHANGES; AND FOR AN EFFECTIVE DATE

- § 1. WHEREAS, the Norman Employees Retirement System (“NERS”) was established by Ordinance on November 1, 1967 with the adoption of a Plan Document, which has been amended from time to time; and
- §2. WHEREAS, the NERS is administered by a Board of Trustees (“Retirement Board”) as directed by the NERS Plan Document; and
- §3. WHEREAS, the Board of Trustees of the NERS deems it necessary and desirable to amend the Plan to incorporate recent law changes including the SECURE Act of 2019, the SECURE 20 Act of 2022, and other applicable laws, regulations, and administrative authority; and
- §4. WHEREAS, the NERS Board of Trustees deems it necessary and desirable to amend the Plan to allow for Employees to purchase annuity contracts from licensed insurance companies to obtain lifetime income payments as Investment Options available to Participants of the Plan.
- §5. WHEREAS, the NERS Trustees deem it necessary to empower the Trustees to select an annuity carrier(s) to provide for the purchase of annuity contracts from licensed insurance companies as Investment Options for Participants in the Plan to enable Participants to obtain lifetime income payments from the purchase of annuity contracts;
- §6. WHEREAS, on August 28, 1997, the Retirement Board adopted the First Amendment to the Employee Defined Contribution Retirement System of the City of Norman, the Second Amendment was adopted on June 12, 2012, and the Third Amendment was adopted on September 8, 2015; and
- §7. WHEREAS, at the April 24, 2025 Retirement Board meeting, the NERS Trustees adopted a fourth amendment to the Defined Contribution Retirement System Plan Document (attached hereto and is made a part hereof), incorporating changes in compliance with federal law and enhancements to Plan offerings.

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

R-2425-129

§8. That the amended and restated Norman Employee Defined Contribution Retirement Plan Document is hereby approved and adopted to be effective as of the dates therein stated and that the execution of the amended and restated Plan is authorized.

PASSED AND ADOPTED THIS _____ day of _____ 2025.

Mayor

ATTEST:

City Clerk

File Attachments for Item:

30. CONDUCTING A PUBLIC HEARING FOR CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE PROPOSED 2025-2029 CONSOLIDATED PLAN AND FIRST YEAR ACTION PLAN FOR THE FIFTY-FIRST YEAR NORMAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION WHICH INCLUDES THE 2025 HOME PROGRAM TOTALING \$1,334,879 TO BE SUBMITTED TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/13/2025

REQUESTER: Lisa D. Krieg

PRESENTER: Lisa D. Krieg, CDBG Grants Manager

ITEM TITLE: CONDUCTING A PUBLIC HEARING FOR CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE PROPOSED 2025-2029 CONSOLIDATED PLAN AND FIRST YEAR ACTION PLAN FOR THE FIFTY-FIRST YEAR NORMAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION WHICH INCLUDES THE 2025 HOME PROGRAM TOTALING \$1,334,879 TO BE SUBMITTED TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).

BACKGROUND:

The 2025-2029 Consolidated Plan reflects a comprehensive planning approach to identify and address the needs of low-to-moderate income residents of Norman. Incorporated in the plan are a community profile of needs, goals and objectives related to housing, homeless persons, community development (including facilities, infrastructure, public services, and economic development), public and assisted housing needs, and other issues including fair housing and lead-based paint; and a strategic plan to address those needs. The Consolidated Plan was unanimously recommended for approval by the Community Development Policy Committee on April 23, 2025.

The one-year Action Plan for the Fifty-First Year Community Development Block Grant Program (\$944,814) and the 2025 (FYE26) HOME Program (\$390,065) includes the proposed use of funds with references to the Five-Year Consolidated Plan Objectives and expected performance outcomes, and totals \$1,334,879.

NOTE: Due to the delay of Congress adopting the FY24 Federal Budget, the actual formula appropriation has not been received by the City of Norman as of this date. In accordance with the Citizen Participation Plan and guidance from CPD-24-01, this First Year Action Plan is based upon estimated allocations. Adjustments will be made as follows once the allocation amount is formally received: CDBG – increases or reductions will be made with in the Housing Rehabilitation Cost Center; HOME Investment Partnerships – increases or reductions will be made within the Development of Affordable Housing Cost Center. These adjustments should be relatively minor based upon award projection information provided by HUD. If substantial changes are warranted outside of these two cost centers, the Citizen Participation Process will begin again to adjust for the changes.

This plan is the product of public outreach, public hearings, and consultation with multiple agencies that serve the needs of low and moderate-income residents of Norman and agencies that serve the needs of special populations.

A complete draft of this document was made available for public review beginning April 24, 2025. Public Comments will be received until May 30, 2025.

DISCUSSION:

The First Year Action Plan is based upon research which utilized existing documents, and the recommendations of the Community Development Policy Committee as a result of a formal citizen participation process. This process included multiple interactions with interested parties and also opportunities for citizen participation from the general public. This year these interactions were conducted in person and included neighborhood meetings for the target neighborhoods; multiple individual and focus group meetings where specific information regarding public services, public facilities, housing, homelessness, and economic development/anti-poverty were discussed; in January 2025, the annual Community Dialogue on housing and community development needs was held where issues that affect low and moderate income citizens were discussed in addition to the election of Policy Committee Representatives. The CDBG Policy Committee met twice and included an review of the previous Action Plan and the current and proposed Consolidated Plan's Goals and Objectives and discussed the information that was assembled from the Community Dialogue, neighborhood meetings and focus groups.

The CDBG and HOME projects proposed include housing rehabilitation and related housing projects at \$506,312. The housing related projects include housing rehabilitation and accessibility modifications in addition to staff support for these programs. In efforts to increase the supply of affordable housing, the majority of the \$390,065 of the HOME Investment Partnerships will be programmed to allow for development and partnership with a Community Housing Development Organization. Again included within this year's Action Plan is the focus on revitalization efforts for three specific neighborhoods, Old Silk Stocking, Original Townsite and First Courthouse. This grant proposal is in compliance with the statutory caps for Administration and Public Services. All projects are listed in the attached 2025-2026 First Year Action Plan.

A thirty-day comment period on the proposed Consolidated Plan and First Year Action Plan ends on May 30, 2025. After approval by the Norman City Council, and the official notification of the CDBG and HOME awards, the Consolidated Plan and First Year (2024-2025) Action Plan will be forwarded to the Department of Housing and Urban Development for review.

Funds for CDBG and HOME projects have been included in the FYE 2026 City of Norman annual budget.

RECOMMENDATION:

Approval of the First Year Action Plan which includes the Fifty-First Year Community Development Block Grant Program and the 2025 HOME Program are recommended as proposed.

Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

This Consolidated Plan provides a basis and strategy for the use of federal funds granted to the City of Norman by the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) programs. The Consolidated Plan serves as a planning document meeting the federal government statutory requirements in 24CFR 91.200-91.230, with revisions for preparing a Consolidated Plan and guiding the use of funding. This Consolidated Plan covers the period beginning July 1, 2025 through June 30, 2030, including five program years. The U.S. Department of Housing and Urban Development (HUD) defines the City of Norman as an entitlement community due to its population and demographics. As an entitlement community, the City of Norman receives an annual allocation of Community Development Block Grant (CDBG) and HOME Investment Partnership program funding. Programs and activities described in this plan are intended to primarily benefit low and moderate-income residents of the City of Norman, neighborhoods with high concentrations of low-income and moderate-income residents, and the city as a whole.

The major sections of the Consolidated Plan include a Housing Market Analysis, Housing and Homeless Needs Assessment, 5-year Strategic Plan, a 1-year Action Plan, and Consultation and Citizen Participation, with accompanying documentation relating to public comment. The Strategic Plan addresses specific needs that were identified in the data analysis, with specific goals and program targets for each category designated for funding. The Action Plan is a subset of the Strategic Plan, addressing funding options for the next fiscal year. The Consolidated Plan can be used by organizations in the community as a guide for identifying activities through which they can help the jurisdiction reach their housing and community development goals. The Consolidated Plan also serves as the baseline for measuring program effectiveness, as reported in the Consolidated Annual Performance and Evaluation Report (CAPER) required by HUD for each fiscal year's funding allocation.

Incorporated into the Consolidated Plan are an analysis of the local housing market and a review of housing and homeless needs in Norman as a means of defining the current environment in which federal funding is being used. The Consolidated Plan provides a strategic plan for meeting priority needs that were identified through the community participation process. The analytical parts of the document draw from the 2016-2020 American Community Survey and 2016-2020 CHAS data provided by HUD. Other data sources include the 2020 U.S. Census and other information gathered locally, including the Norman/Cleveland County Continuum of Care. Public housing information was provided by the Norman Housing Authority.

To enhance citizen participation and ensure broader community input in the development of the Consolidated Plan, the City of Norman has incorporated the use of Social Pinpoint, a web-based engagement platform (cdbgnh.normanok.gov). This tool allows residents to interact with project materials, provide location-specific feedback, and participate in surveys and discussions from any device with internet access. By offering an accessible, user-friendly alternative to traditional public meetings, Social Pinpoint expands outreach to individuals who may face barriers to in-person participation, including those with limited mobility, time constraints, or transportation challenges. The platform has proven particularly effective in engaging stakeholders across targeted neighborhoods and collecting meaningful input to guide funding priorities and program design.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The City of Norman undertook a significant public input and planning process during the year leading up to the submission of the plan. Public input was obtained through, formal and informal meetings, and public hearings. This Consolidated Plan contains a range of goals, objectives, and outcomes formulated to address needs identified for homelessness, affordable housing, non-housing community development, barriers to affordable housing, lead based paint hazards, institutional structure, and coordination. The overall goals include:

- Improve the condition of housing for low-income renters and homeowners through regulatory programs.
- Increase the viability of potential homeownership opportunities.
- Improve the condition of housing for low-income homeowners.
- Support improvement of infrastructure and public facilities in CDBG targeted areas in Norman.
- Continue to collaborate with homeless providers to supply a continuum of services.
- Support services aimed at the prevention and elimination of homelessness and Rapid Rehousing.
- Expand business opportunity by supporting economic development projects.
- Address community needs through community-based public service programs.

These goals are supported by a collection of associated objectives and performance goals. The objectives seek to work toward meeting the goals stated, addressing the need for more affordable housing, housing rehabilitation, public facilities and infrastructure improvements, and social services. Specifics can be found in the Strategic Plan and Annual Action Plan. All objectives and outcomes identified in the plan will meet a national objective identified by HUD through providing decent affordable housing, creating suitable living environments and improving economic opportunity.

ADDITIONAL INFORMATION REGARDING

SUMMARY OF GOALS AND OBJECTIVES

The City of Norman undertook a significant public input and planning process during the year leading up to the submission of the plan. Public input was obtained through focus groups, formal and informal meetings, and public hearings. This Consolidated Plan contains a range of goals, objectives, and outcomes formulated to address needs identified for homelessness, affordable housing, non-housing community development, barriers to affordable housing, lead based paint hazards, institutional structure, and coordination. The overall goals include:

- Continue to collaborate with homeless providers to supply a continuum of services.
- Support services aimed at the prevention and elimination of homelessness and Rapid Rehousing.
- Improve the condition of housing for low-income homeowners.
- Increase the viability of potential homeownership opportunities.
- Improve the condition of housing for low-income renters and homeowners through regulatory programs.
- Support improvement of infrastructure and public facilities in CDBG targeted areas in Norman.
- Expand business opportunity by supporting economic development projects.
- Address community needs through community-based public service programs.

These goals are supported by a collection of associated objectives and performance goals. The objectives seek to work toward meeting the goals stated, addressing the need for more affordable housing, housing rehabilitation, public facilities and infrastructure improvements, and social services. Specifics can be found in the Strategic Plan and Annual Action Plan. All objectives and outcomes identified in the plan will meet a national objective identified by HUD through providing decent affordable housing, creating suitable living environments and improving economic opportunity.

Relative to activities and allocated funds, following is a summary of stated objectives and outcomes.

Generally, there are three objectives relative to program funding:

1. **Providing decent housing.** Activities that fall within this goal include assisting homeless persons in obtaining appropriate housing and assisting those at risk of homelessness; retaining affordable housing stock; increasing availability of permanent housing that is affordable to low-income Americans without discrimination on the basis of race, color, religion, sex, national origin, familial status or handicap; and increasing the supply of supportive housing, which includes structural features and services to enable persons with special needs to live with dignity. Specific items that may be eligible under this objective include but is not limited to:
 - a. Assisting homeless persons to obtain affordable housing;
 - b. Assisting persons at risk of becoming homeless;
 - c. Retention of affordable housing stock;
 - d. Increasing the availability of affordable permanent housing in standard condition to low-income and moderate-income households, in particular to members of disadvantaged minorities without discrimination;
 - e. Increasing the supply of supportive housing which includes structural features and services to enable persons with special needs to live in dignity and independence; and
 - f. Providing affordable housing that is accessible to job opportunities.
2. **Establishing and maintaining a suitable living environment.** The concept of a suitable living environment includes improving safety and livability of neighborhoods; increasing access to quality facilities and services; reducing isolation of income groups within an area through availability of housing opportunities and revitalization of deteriorating neighborhoods; restoring and preserving properties of special value for historic, architectural or aesthetic reason(s), and conserving energy resources. Specific items that may be eligible under this objective include but is not limited to:
 - a. Improving the safety and livability of neighborhoods;
 - b. Increasing the access to quality public and private facilities and services;
 - c. Reducing the isolation of income groups within areas through spatial deconcentration of housing opportunities for lower income persons and the revitalization of deteriorating neighborhoods;
 - d. Restoring and preserving properties of special historic, architectural, or aesthetic value; and
 - e. Conservation of energy resources.
3. **Providing expanded economic opportunities.** Activities funded under this goal can include creating jobs accessible to low-income persons; making mortgage financing available at reasonable rates for low-income persons; providing access to credit for development activities that promote long-term economic and social viability of the community; and empowering low-income persons to achieve self-sufficiency to reduce generational poverty in federally assisted and public housing. Specific items that may be eligible under this objective include but is not limited to:
 - a. Job creation and retention;
 - b. Establishment, stabilization and expansion of small businesses (including microbusinesses);
 - c. The provision of public services concerned with employment;

- d. The provision of jobs to low-income persons living in the areas affected by those programs and activities, or jobs resulting from carrying out activities under programs covered by the plan;
- e. Availability of mortgage financing for low-income persons at reasonable rates using non-discriminatory lending practices and
- f. Empowerment and self-sufficiency for low income persons to reduce generational poverty in federally assisted housing and public housing.

Relative to activities and allocated funds, following is a summary of stated objectives and outcomes.

Planning and Administration. Norman will continue to plan comprehensively for community change with accommodation given to the importance of maintaining and enhancing the quality and stability of existing neighborhoods. Norman will provide administrative capacity for effective and efficient implementation of plans and programs including, as appropriate, supportive service and capacity-building assistance for non-profit entities - such as Community Housing Development Organizations (CHDO's).

Housing. In the area of affordable housing, the City will make intensive use of the existing stock of housing through rehabilitation and rental assistance. The retention of the existing housing stock provides the best opportunity for affordable housing, while fostering neighborhood stability and the efficient use of existing infrastructure. As needed, the City will support expansion of housing stock also to address targeted income/affordable interests.

Public Facilities. The City will assist with the renovation and expansion of public facilities and community centers that are accessible to low and moderate residents, as needed to serve health and safety needs with enhancement of amenities for social and recreational interaction. Priority needs include sidewalk replacement and construction, park improvements and drainage improvements.

Public Services. The City will continue to support a variety of public services, ranging from meeting basic needs to achieving self-sufficiency. Priority needs include transportation; youth programs; senior programs; homeless services; medical and mental health care; and employment.

Generally, three outcomes are relative to program funding objectives:

Availability/Accessibility. As defined by HUD, this category is applicable to activities that make up services, infrastructure, housing or shelter that is available or accessible to low- and moderate-income people, including persons with disabilities. Accessibility does not refer only to physical barriers, but also to making the affordable basics of daily living available to low- and moderate-income people. As further locally defined, this includes public service activities that originally satisfied the eligibility threshold requirement of either being a new activity or a substantial increase to an already existing activity that would provide availability/accessibility to individuals. In a sense this could possibly be considered "sustainability", except the activity is not directed toward a particular targeted/geographical area but, rather, individuals or households. This also includes something newly developed or made available that previously did not exist, or is substantially improved.

Affordability. As defined by HUD, this category is applicable to activities that provide affordability in a variety of ways in the lives of low- and moderate-income people, including: the creation or maintenance of affordable housing; basic infrastructure hookups; or services such as transportation or day care. As further locally defined, because this includes “maintenance” as a consideration, this includes any low/moderate income housing where an income payment is typically needed for the occupant’s mortgage or rent that is rehabilitated. It also includes activities that provide a service otherwise readily available but un-affordable to low/moderate income persons (such as medical health care).

Sustainability. As defined by HUD, this category is applicable to activities or services that are directed toward improving communities or neighborhoods (to make them livable or viable) by providing benefit to low- and moderate-income people or by removing or eliminating slums or blighted areas. As further locally defined, this also includes rehabilitation/ renovation activities for public facilities (including shelters).

3. Evaluation of past performance

The City of Norman continues to demonstrate strong performance in the administration of its Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds. During the most recently completed program year, the City made measurable progress in addressing priority needs identified in the Consolidated Plan, particularly in the areas of affordable housing and neighborhood revitalization.

Through the CDBG program, the City successfully completed critical housing rehabilitation projects for low- and moderate-income homeowners, with a focus on emergency repairs and accessibility modifications. Over 30 housing units were assisted during the year, preserving affordable housing stock and enabling aging residents to remain in their homes safely.

The HOME program was used to provide down payment assistance to low- and moderate-income first-time homebuyers, and to support the development and rehabilitation of affordable rental units in partnership with local Community Housing Development Organizations (CHDOs). All HOME-assisted units complied with long-term affordability requirements, and no units fell out of compliance during the reporting period.

Norman's performance also reflects an emphasis on targeted geographic investment. The City's Place-Based Revitalization Initiative, focused on three CDBG-eligible neighborhoods, has demonstrated early success through coordinated housing, infrastructure, and public engagement efforts. The City has also leveraged additional funding sources, including state and local funds, to maximize the impact of federal investments.

The City met or exceeded timeliness requirements for CDBG expenditure and remained in compliance with HUD's financial and administrative standards. Monitoring activities conducted during the year identified no material findings.

The evaluation of past performance shows that Norman is effectively using HUD funds to support its goals of community development, housing affordability, and inclusive public participation. The City continues to adjust its strategies in response to community needs, public feedback, and performance data to ensure continuous improvement and alignment with the Consolidated Plan. Details of past performance can be found in the City's Consolidated Annual Performance and Evaluation Report (CAPER).

4. Summary of citizen participation process and consultation process

The City of Norman abides by the Citizen Participation Plan most recently reviewed and amended in March of 2025. This plan is approved by the CDBG Policy Committee. The purpose of the Citizen Participation Plan is to encourage and insure full and proper citizen participation at all stages of the Consolidated Plan process. The Citizen Participation Plan formally designates structures, procedures, roles and policies to be followed by program participants. A secondary purpose of this Plan is to implement federal regulations regarding citizen participation for the consolidated planning process

described by Title 24 CFR 91.105 of the Housing and Community Development Act of 1974, as amended. Nothing in this Plan shall restrict the responsibility and authority of the City of Norman from developing and executing its Consolidated Plan.

In addition to public hearings as a means of receiving comment from the public in front of the Mayor and City Council, City staff held meetings to provide citizens with information concerning the availability of Community Development Block Grant, and HOME funds and to incorporate their comments into the planning process. These included both formal and informal meetings with neighborhoods and focus groups held both during the day and evening hours. Additional interviews were conducted with representatives of the housing and banking industry, non-profit organizations, and the community to further explore community needs and concerns.

Insert consultation list

5. Summary of public comments

Public comments will be added after the close of public comment

6. Summary of comments or views not accepted and the reasons for not accepting them

Public comments will be added after the close of public comment

7. Summary

These goals identified above are supported by a collection of associated objectives and performance goals. The objectives seek to work toward meeting the goals stated, addressing the need for more affordable housing, housing rehabilitation, public facilities and infrastructure improvements, and social services. Specifics can be found in the Strategic Plan and Annual Action Plan. All objectives and outcomes identified in the plan will meet a national objective identified by HUD through providing decent affordable housing, creating suitable living environments and improving economic opportunity.

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Lisa Krieg	CDBG/Grants Division, Planning and CD
HOME Administrator	Lisa Krieg	CDBG/Grants Division, Planning and CD

Table 1 – Responsible Agencies

Narrative

The lead agency for the Consolidated Plan is the Grants Division of the Planning and Community Development Department, City of Norman, OK. This division and department oversaw the development of the plan. Two citizen advisory boards performed key roles: The CDBG Policy Committee and the Continuum of Care Steering Committee.

The Community Development Policy Committee Purpose: To develop and propose community development strategy and policy in conjunction with the allocation of CDBG and HOME funds. The 12 committee members are drawn from low and moderate income areas, non-profits, and neighborhoods at-large.

The Continuum of Care Steering Committee Purpose: To implement the community's plan for homeless services including the allocation and performance review of Continuum of Care funds and Emergency Solutions Grant funding; make policy recommendations regarding addressing homelessness; make regular reports to the community on the progress of the plan.

Consolidated Plan Public Contact Information

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PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(I) and 91.315(I)

1. Introduction

The following information is composed of the agencies that have served on committees, provided direct input or provided input via other means, CDBG, HOME, and CoC-funded recipients, and delivered the CDBG and HOME services directly. The Consolidated Plan and Action Plan process is a year-round accumulation of reports, discussions, analysis, and observations. All the agencies/groups listed below have had a part in the final product as well as decisions and discussions that happen year-round. In addition to the concentration of outreach during the con plan year, continuous outreach is conducted in conjunction with the development of each action plan.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

The City of Norman has a very strong commitment to agency coordination, and because of this commitment and the effort to bring community agencies and providers together this has been very successful. Because of the effort to bring all stakeholders to the table no matter what the issue or discussion, there is a strong knowledge of community resources among the agencies, resulting in a very strong referral network, very effective discussions regarding needs analysis and service delivery resulting in minimal duplication of services.

The Norman Housing Authority works closely with the City of Norman and service providers to organize resources from the federal government to address the housing needs of the City's lowest income households. Through the Continuum of Care process, the City of Norman maintains relationships with mental health providers, homeless shelter and homeless service providers, and other governmental agencies with specific responsibilities for homeless individuals and families. This system provides a forum for assisting these agencies to grow and meet the needs of their clientele. The City of Norman also participates in a variety of other coalitions that seek to address other issues that relate to housing and service needs.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The Cleveland County Continuum of Care (CoC OK-504) is comprised of the City of Norman, the City of Moore, and the surrounding rural areas of the county. In April of 2022 a local 501(c)3, Thunderbird Clubhouse, became the Collaborative Applicant for the CoC. The City of Norman sits on the Executive Committee and works closely with Thunderbird Clubhouse to identify needs and assist in the coordination of resources. The CoC Steering Committee encompasses 88 members with an elected Executive Committee having 14 members. The Executive Committee meets on a monthly schedule with the entire Steering Committee meeting quarterly. In the past, the City of Norman has often brought CDBG and HOME resources to the table to supplement CoC initiatives and to serve as a local government pass through when required by funders.

The CoC utilizes HMIS software (Homelessness Management Information System) software, maintains a list of active homeless by name, and reviews each case at the monthly meeting of the Executive Committee.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

As a member of the Executive Committee the City of Norman is directly involved with all CoC activities including the allocation of ESG resources. The CoC has developed and adopted governance documents including conflict of interest policies. These documents established guidelines for the evaluation of outcomes and performance standards.

The Oklahoma City Continuum of Care is located adjacent to the Norman/Cleveland County CoC, and because both represent a common metropolitan area and thus share a commonality in the homeless population. Regular collaboration between the two entities occurs and the common HMIS system is utilized which facilitates identification of the mobile segment of this population.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

1	Agency/Group/Organization	Norman Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Norman Housing Authority was included on the staff technical team that collected and analyzed data as well as assisted in community outreach. The outcomes will be accurate data on participants served through the housing authority, and coordinated efforts on future affordable housing projects. NHA staff also assisted in significant outreach activities to low income households served through the NHA. Meetings are scheduled monthly for collaboration opportunities with the Norman Housing Authority and City staff.
2	Agency/Group/Organization	City of Norman
	Agency/Group/Organization Type	Other government - Local Grantee Department

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Lead-based Paint Strategy Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Economic Development Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Lead Agency
3	Agency/Group/Organization	Norman/Cleveland County Continuum of Care
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Agency was consulted through in person conversations and public forum participation to assist in identifying future service and facility needs.. Members of the CoC include Sanctuary Women's Development Center, Catholic Charities, COCMHC, Food and Shelter, HOPE Community Services, Norman Housing Authority, Progressive Independence, Salvation Army, Thunderbird Clubhouse, United Way of Norman, Variety Care, Women's Resource Center, Mission Norman, Veteran's Administration.
4	Agency/Group/Organization	NORMAN AFFORDABLE HOUSING CORPORATION, INC.
	Agency/Group/Organization Type	Housing

What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Market Analysis
How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Agency was consulted through an in person conversation to assist in identifying future service and facility needs. The anticipated outcome includes assistance in the City identifying service and facility needs and goals for the Plan.

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

All service providers and agencies that provide services directly pertaining to the Consolidated Planning process have been involved in some type of consultation. Some have been consulted during other meetings and other forums. There have been no agencies left off of communication efforts or meeting invitations. The City of Norman works very hard to ensure strong and positive community collaboration.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	City of Norman	Coordination in terms of homeless program delivery and strategic planning. Technical assistance to grantees, support to applicants.
Norman Housing Authority PHA 5-Year Plan	Norman Housing Authority	The 5-Year Plan addresses specific maintenance and planning needs of the Norman Housing Authority, which has a major role in addressing the housing needs of Norman.
City of Norman Area & Infrastructure Master Plan (AIM)	City of Norman	This 25 year comprehensive plan for the City includes a plan for Land Use and a comprehensive housing market analysis.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

The City of Norman regularly consults with the State of Oklahoma as well as the Cleveland County government. While the CDBG and HOME funding affects the city itself, importance is placed on effective collaboration with all agencies with the same cause and goals. The goals of the Consolidated Plan and corresponding Annual Action Plans should be, and are, efforts that have the support of the three levels of government in the community. As Norman is the city in Cleveland County where many of the service agencies are located, County partnerships are crucial to provide the level of service necessary to accomplish goals and serve the greater community. The City has a history of strong partnerships with both the State and County and look to continue those relationships and collaborations moving forward.

Narrative (optional):

The lead agency for the Consolidated Plan is the Grants Division of the Planning and Community Development Department of the City of Norman. Two advisory boards performed key roles:

The Community Development Policy Committee: Purpose: To develop and propose community development strategy and policy; To recommend allocation of CDBG and HOME funds. The 12 committee members are drawn from the low and moderate income neighborhoods in the CDBG Target Area and the community at large.

The Continuum of Care Executive Committee: Purpose: To implement the community's plan for homeless services; to make policy recommendations regarding addressing homelessness; to make regular reports to the community on the progress towards elimination of homelessness. The 17 committee members are drawn from the following community resources: housing and other service providers; current or formerly homeless individuals; faith leaders; and researchers.

PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

As mentioned previously the City of Norman follows an approved Citizen Participation Process. This process begins at the neighborhood level where the City facilitates neighborhood meetings which allow for interaction with city staff. Over the years this process has improved relations between these entities where a simple phone call is welcomed to ask a question, obtain information, or to inform the city about a potential neighborhood issue.

From the neighborhood level, representatives are chosen to further the dialogue. In addition, at a Public Hearing, at-large representatives are also elected. These dozen or more people comprise the CDBG Policy Committee. Their purpose is to develop and propose community development strategy and policy in conjunction with the allocation of CDBG and HOME funds.

To enhance citizen participation and ensure broader community input in the development of the Consolidated Plan, the City of Norman has incorporated the use of Social Pinpoint, a web-based engagement platform (cdbgnh.normanok.gov). This tool allows residents to interact with project materials, provide location-specific feedback, and participate in surveys and discussions from any device with internet access. By offering an accessible, user-friendly alternative to traditional public meetings, Social Pinpoint expands outreach to individuals who may face barriers to in-person participation, including those with limited mobility, time constraints, or transportation challenges. The platform has proven particularly effective in engaging stakeholders across targeted neighborhoods and collecting meaningful input to guide funding priorities and program design. While the CDBG Policy Committee is the mechanism for policy making, the City staff as well as many CDBG Policy Committee members are involved with numerous efforts throughout the community that address the needs of low and moderate income households. It is through these efforts that data on needs are gathered and brought back to the CDBG Policy Committee for discussion.

During the development of the Consolidated Plan, the Citizen Participation Plan was revised and submitted for public comment. This document is attached in Appendix A.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
	Public Hearing #1	Citizens of the City of Norman	There were six citizens in attendance.	Comments centered on affordable housing opportunities , maintaining the Housing rehabilitation Program, Neighborhood Investment, and continuing the Housing Navigator Position.	All comments were accepted.	

Table 4 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The Needs Assessment of the Consolidated Plan helps to provide a snapshot of the needs of the City of Norman in terms of Housing Needs, Disproportionate Greater Needs, Public Housing, Homeless Needs, Non-Homeless Special Needs, and Non-Housing Community Development Needs. The data is derived from a combination of HUD Comprehensive Housing Affordability Strategy (CHAS) statistics, City of Norman estimates and assessments, Consolidated Plan discussions, and community goals. The primary obstacle to meeting all of the identified needs, including those identified as high priorities is the general lack of funding resources available to the public and private agencies who serve low and moderate income residents. Norman, due to being an entitlement community, is not eligible for state CDBG or HOME programs. No state dollars are available for community development activities and the city's general fund is based upon sales tax revenues. This leaves little room for expansion of community development funding at the local level. Furthermore, the City of Norman's entitlement grants, specifically HOME funding, have been reduced over the last several years further limiting the funds available to address the needs in the community. Market Conditions have a significant impact on the City of Norman's priority housing needs.

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

The following numbers demonstrate the change in households from the 2010 Census and the most recent American Community Survey, as well as the complete Housing Needs Assessment. In addition, staff consults the yearly ACS data for CAPER and Action Plan submissions. Not only are data sets used, but provider input is crucial to the Consolidated Planning process. As noted below in the narrative section, Norman has a unique situation in that there are 25,000 students enrolled at the Norman location of the University of Oklahoma, and about two-thirds of them live off campus in rental housing.

As part of a comprehensive effort to identify and address the community's evolving housing needs, the City of Norman undertook the AIM Norman initiative to guide the development of a Housing Strategic Plan. AIM Norman engaged a broad cross-section of residents, stakeholders, service providers, housing developers, and community organizations through surveys, public meetings, focus groups, and targeted outreach within historically underserved neighborhoods.

The AIM Norman process was designed to promote inclusive community participation while producing actionable strategies to preserve and expand housing affordability, reduce displacement, and improve quality of life. It emphasized the integration of housing, transportation, economic opportunity, and infrastructure planning. Data gathered during this process—including demographic trends, housing cost

burdens, and market gaps—has informed both the Housing Strategic Plan and this Consolidated Plan's needs assessment.

The resulting Housing Strategic Plan identifies priority goals such as increasing the supply of workforce housing, preserving naturally occurring affordable housing, addressing homelessness through supportive housing options, and promoting equitable development in areas at risk of gentrification or disinvestment. These priorities align closely with CDBG and HOME Program objectives and will guide resource allocation, partnership development, and policy reform efforts over the next five years.

The AIM Norman process provided critical insight into the needs of low- and moderate-income households and laid the groundwork for targeted investments and collaborative initiatives that will support housing stability and inclusive growth across the city.

The City of Norman's most significant housing needs include lower income renters and lower income homeowner populations. A significant portion of lower income rental households are experiencing a housing cost burden greater than 30% of income. Many lower income renters are also experiencing overcrowding, as well as living in substandard housing. A portion of lower income homebuyers are experiencing housing cost burden greater than 30% of income and some homebuyers between 50-80% AMI are also living in substandard housing. These needs are based upon the 2016-2020 CHAS data provided through the HUD consolidated plan templates as seen in the following tables.

Demographics	Base Year: 2009	Most Recent Year: 2020	% Change
Population	117,350	124,090	6%
Households	44,910	48,975	9%
Median Income	\$51,491.00	\$58,111.00	13%

Table 5 - Housing Needs Assessment Demographics

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	7,115	5,880	8,910	5,265	21,810
Small Family Households	1,455	1,645	2,919	1,825	11,090
Large Family Households	210	344	710	455	1,510
Household contains at least one person 62-74 years of age	755	775	1,284	1,285	5,015
Household contains at least one person age 75 or older	275	860	730	540	1,915

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Households with one or more children 6 years old or younger	585	960	1,254	755	2,450

Table 6 - Total Households Table

Data 2016-2020 CHAS
Source:

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	50	4	240	0	294	0	0	25	30	55
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	40	90	30	0	160	10	40	20	0	70
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	175	30	140	45	390	50	15	95	15	175
Housing cost burden greater than 50% of income (and none of the above problems)	3,760	910	210	0	4,880	575	310	120	15	1,020

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Housing cost burden greater than 30% of income (and none of the above problems)	475	2,290	1,450	180	4,395	255	445	830	409	1,939
Zero/negative Income (and none of the above problems)	955	0	0	0	955	140	0	0	0	140

Table 7 – Housing Problems Table

Data 2016-2020 CHAS
Source:

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	4,025	1,034	615	45	5,719	630	365	260	60	1,315
Having none of four housing problems	1,925	3,205	4,980	2,190	12,300	530	1,280	3,055	2,975	7,840
Household has negative income, but none of the other housing problems	0	0	0	0	0	0	0	0	0	0

Table 8 – Housing Problems 2

Data 2016-2020 CHAS
Source:

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	1,130	1,030	524	2,684	50	215	470	735
Large Related	125	110	115	350	30	54	39	123
Elderly	365	535	149	1,049	435	325	365	1,125
Other	2,865	1,585	940	5,390	329	160	65	554
Total need by income	4,485	3,260	1,728	9,473	844	754	939	2,537

Table 9 – Cost Burden > 30%

Data 2016-2020 CHAS
Source:

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	0	0	165	165	10	90	0	100
Large Related	0	0	0	0	15	4	25	44
Elderly	295	320	20	635	290	135	70	495
Other	0	2,545	425	2,970	260	0	0	260
Total need by income	295	2,865	610	3,770	575	229	95	899

Table 10 – Cost Burden > 50%

Data 2016-2020 CHAS
Source:

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	215	70	165	45	495	60	55	115	15	245

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Multiple, unrelated family households	0	0	0	0	0	0	0	0	0	0
Other, non-family households	4	50	4	0	58	0	0	0	0	0
Total need by income	219	120	169	45	553	60	55	115	15	245

Table 11 – Crowding Information – 1/2

Data 2016-2020 CHAS
Source:

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present								

Table 12 – Crowding Information – 2/2

Describe the number and type of single person households in need of housing assistance.

According to the 2016-2020 Comprehensive Housing Affordability Strategy (CHAS) data, single-person households in Norman, Oklahoma, represent a significant portion of those in need of housing assistance. Of the total households experiencing housing problems—such as cost burden, overcrowding, or lack of complete kitchen or plumbing facilities—approximately 3,345 are single-person households. Among these, a majority are low- to moderate-income individuals, with incomes below 80% of the Area Median Income (AMI). Notably, over 2,000 of these individuals are considered extremely low-income, earning less than 30% of the AMI, and are particularly vulnerable to housing instability. The data underscores the critical need for affordable, accessible, and supportive housing options tailored to the needs of single adults, including seniors and persons with disabilities, to promote long-term housing stability and community well-being.

When analyzing the needs of single person households it is important to consider that Norman is home to the University of Oklahoma, a major public university with a student population that significantly influences local demographics and housing patterns. In U.S. Census data, university students are counted as residents of the community where they live the majority of the year, which means most students living in on-campus housing or off-campus rentals within Norman are included in the city's population counts.

This inclusion has important implications for interpreting data in the Consolidated Plan. Students often live in group quarters, shared housing, or high-density rental units, which can result in inflated indicators of overcrowding, low-income status, and cost burden, particularly among renter households. However, these conditions may not reflect the same level of long-term housing instability or economic need as those experienced by permanent low- and moderate-income households.

When analyzing housing needs and trends in Norman, care is taken to differentiate the student population from year-round residents, particularly when assessing overcrowding, housing affordability, and poverty statistics. While students are part of the broader housing market, their temporary tenure and access to nontraditional income sources (such as parental support or financial aid) require that their data be interpreted within the unique context of a university town.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

The Women's Resource Center (WRC) is a non-profit organization serving families experiencing domestic violence. In 2024 WRC responded to 1,771 Crisis Calls for Information and Referral in 2024 and 112 unduplicated adults (197 duplicated adults) and 32 unduplicated children (64 duplicated children) received emergency shelter during this same time period. These totals resulted in 3545 shelter days being provided. These numbers represent the number of families knowledgeable of Women's Resource Center's programs and chose to receive services. It is likely that many additional families experience domestic violence and are in need of housing.

What are the most common housing problems?

The most common housing problems is lack of affordable housing options leading to households being cost burdened.

Are any populations/household types more affected than others by these problems?

The renter households that are at or below 30% MFI are the most affected.

Cost burden and extreme cost burden affect all household types in the lower income categories. In simple numerical terms, it would appear that "Other" households bear much of the brunt of severe cost burden, with over 66 percent of the total number of below 30% AMI rental households experiencing severe cost burden, and 32 percent of owner households in the same income category experiencing extreme cost burden. The data, however, does not provide a perspective in the percentage of households that comprise the "Other" household category. Much of the "Other" category is made up of single person households and census data indicate that about 30 percent of households in Norman are single person households. Generally speaking, it appears that all household types in both the renter and owner categories are hard hit by housing costs in the below 30% AMI income groups.

The Housing Rehabilitation Staff works with homeowners who are at 80% MFI or less with their Accessibility Rehabilitation Program and at 80% MFI or less with their Emergency Repair Program. The cost burden of both housing and much needed repairs makes it difficult for owners to make the repairs, and for renters to get out of rental situation and into home ownership. There is not a particular sector of the population more affected than another, as the affordability issue covers the complete spectrum of housing, from rental to owner-occupied.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance.

The data requested for Table 12 – Overcrowding information for households with children present is not available for Norman, OK in the ACS data. To achieve this data set a special tabulation and cross referencing of the existing data is required. Utilizing the data that is provided units with 1.01 to 1.50 occupants per room is considered moderately overcrowded and units with more than 1.50 occupants per room is considered severely overcrowded. Within the Owner Occupied data of the 26,165 units a total of 307 are moderately overcrowded and 102 are severely overcrowded. The Renter Occupied rooms total 22,812 with 574 being moderately overcrowded and 206 being severely overcrowded.

Low-income individuals and families with children in Norman, particularly those with extremely low incomes (earning less than 30% of the Area Median Income), face persistent housing instability due to high rent burdens, limited affordable housing options, and rising costs of basic necessities. Many of these households are currently housed but live paycheck to paycheck, often spending more than 50% of their income on housing costs, which places them at significant risk of eviction and homelessness in the event of job loss, health emergencies, or unexpected expenses. These families often lack access to adequate childcare, transportation, and supportive services, further exacerbating their vulnerability. Households in this category are also more likely to live in substandard or overcrowded housing conditions and may rely on informal arrangements, such as doubling up with friends or family, which are often unstable and unsustainable.

Formerly homeless individuals and families receiving rapid re-housing assistance face a different but equally urgent set of challenges as their time-limited subsidies approach expiration. While rapid re-housing has helped many transition out of homelessness, these households often struggle to maintain stability once financial assistance ends, particularly if they have not secured stable employment or continue to face barriers such as physical or mental health conditions, limited education, or criminal histories. Without a coordinated transition to longer-term affordable housing solutions or continued supportive services, many are at risk of returning to homelessness. These households need case management, access to permanent affordable housing, and flexible rental assistance options to ensure continued stability beyond the short-term support provided through rapid re-housing programs.

Addressing these needs is critical to breaking the cycle of homelessness and promoting lasting housing security.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

To identify and describe at-risk populations in Norman, Oklahoma, the City utilized a combination of 2016–2020 Comprehensive Housing Affordability Strategy (CHAS) data and 2016–2020 American Community Survey (ACS) 5-Year Estimates. At-risk populations include extremely low-income households (earning less than 30% of the Area Median Income), particularly single individuals and families with children who are currently housed but face significant cost burdens or housing problems. CHAS data was used to quantify the number of households experiencing housing problems such as severe cost burden (paying more than 50% of income for housing), overcrowding, or incomplete kitchen or plumbing facilities. ACS data supplemented this analysis by providing demographic context, including the prevalence of single-person households, poverty rates, and household composition. By cross-referencing these datasets, the City estimated that over 3,000 households in Norman fall into the extremely low-income category with one or more housing problems, indicating a high risk of housing instability. This methodology helps to target resources effectively and prioritize the housing needs of those most vulnerable to homelessness.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

Several specific housing characteristics have been consistently linked with housing instability and an increased risk of homelessness, particularly among low- and extremely low-income households:

Severe Cost Burden – Households that pay more than 50% of their income on housing costs are at a significantly higher risk of housing instability. CHAS data indicates that a large proportion of extremely low-income households in Norman experience severe cost burden, leaving little income for food, healthcare, transportation, or emergency expenses.

Overcrowding – Households with more than one person per room (as defined by HUD standards) face increased stress, poor health outcomes, and strained social dynamics, making them more vulnerable to eviction or displacement. Overcrowding is more common in low-income renter households and can indicate a lack of available affordable units.

Substandard Housing – Units lacking complete kitchen or plumbing facilities or those that require significant repairs pose health and safety risks. Households living in such conditions may be forced to relocate if the housing is condemned or becomes uninhabitable, often with limited relocation options.

Short-Term or Unstable Rental Agreements – Month-to-month leases or informal arrangements (e.g., living with friends or relatives without a formal lease) can be terminated on short notice, leaving residents with limited time and resources to secure new housing.

Lack of Accessibility Features – For seniors and individuals with disabilities, the lack of ADA-compliant units (e.g., no ramps, elevators, or accessible bathrooms) can make existing housing functionally unsuitable, contributing to instability if accommodations are not available or affordable.

Location-Related Factors – Housing located far from employment centers, transit, healthcare, and schools may increase household expenses and reduce stability, particularly for those without access to reliable transportation.

In combination, these characteristics—particularly when experienced alongside low income—compound vulnerability and are strong predictors of a household’s risk of entering homelessness. Identifying and addressing these factors through targeted housing interventions is a key strategy in Norman’s Consolidated Plan.

Discussion

Norman is a community that is fortunate to have housing available in both the homebuyer and the rental market. However, Norman is lacking an adequate supply of housing that is attainable. With a few exceptions, the housing stock and available units are in good condition. The problem lies in that some affordable units are in substandard condition, and many of the available units are not in an affordable rent range for low-moderate income renters. The community sees this need and efforts are underway through several sources to facilitate the increase of affordable unit supply and address the issue of substandard units through Code Compliance activities.

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

The 2016-2020 CHAS data, constructed from data collected by the US Census Bureau for HUD, show housing problems by income and race/ethnicity. The housing problems include incomplete kitchen or plumbing facilities, cost burden greater than 30 percent, and overcrowding (more than 1 person per room). The tables below show the distribution of one or more problems by race/ethnicity for each of four lower income groups, 0 to 30 percent of the area median income, 30 to 50 percent of the area median income, 50 to 80 percent of the area median income, and 80 to 100 percent of the area median income. The discussion following the tables will identify disproportionately greater need within each income group for particular racial or ethnic group. The next section will look at severe housing problems (severe overcrowding and extreme cost burden).

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	5,385	1,725	0
White	3,785	1,235	0
Black / African American	410	55	0
Asian	255	269	0
American Indian, Alaska Native	215	35	0
Pacific Islander	25	0	0
Hispanic	415	75	0

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than one person per room,
4. Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,129	1,750	0
White	2,760	1,320	0
Black / African American	170	30	0
Asian	100	95	0
American Indian, Alaska Native	365	100	0
Pacific Islander	0	20	0
Hispanic	375	145	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data 2016-2020 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,155	5,750	0
White	1,975	4,105	0
Black / African American	99	320	0
Asian	280	190	0
American Indian, Alaska Native	34	270	0
Pacific Islander	0	0	0
Hispanic	345	455	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data 2016-2020 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	694	4,570	0
White	629	3,460	0
Black / African American	0	255	0
Asian	40	115	0
American Indian, Alaska Native	0	140	0
Pacific Islander	0	25	0
Hispanic	25	290	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data 2016-2020 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

Discussion

According to the 2016-2020 CHAS charts provided by HUD, there are no instances of any specific racial or ethnic group that is experiencing a disproportionately greater need.

Within the 30% or less category the percentages across all racial categories are consistent with the racial percentages of the population as a whole. Norman does not show a disproportionate need within this income level.

Within the 50% to 80% category the percentages across all racial categories are consistent with the racial percentages of the population as a whole. Norman does not show a disproportionate need within this income level.

Within the 80% to 100% category the percentages across all racial categories are consistent with the racial percentages of the population as a whole. Norman does not show a disproportionate need within this income level.

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

The 2016-2020 CHAS data, constructed from data collected by the US Census Bureau for HUD, show housing problems by income and race/ethnicity. The severe housing problems include incomplete kitchen or plumbing facilities, cost burden greater than 50 percent, and severe overcrowding (more than 1.5 persons per room). The tables show the distribution of one or more problems by race/ethnicity for each of four lower income groups, 0 to 30 percent of the area median income, 30 to 50 percent of the area median income, 50 to 80 percent of the area median income, and 80 to 100 percent of the area median income. The discussion following the tables will identify disproportionately greater need within each income group for particular racial or ethnic group. The next section will look at severe housing problems (severe overcrowding and extreme cost burden).

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,655	2,455	0
White	3,275	1,745	0
Black / African American	395	70	0
Asian	195	330	0
American Indian, Alaska Native	185	65	0
Pacific Islander	25	0	0
Hispanic	335	160	0

Table 17 – Severe Housing Problems 0 - 30% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,399	4,485	0
White	1,125	2,960	0
Black / African American	0	200	0
Asian	35	160	0
American Indian, Alaska Native	40	435	0
Pacific Islander	0	20	0
Hispanic	145	370	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data 2016-2020 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	875	8,035	0
White	490	5,590	0
Black / African American	0	420	0
Asian	160	310	0
American Indian, Alaska Native	34	270	0
Pacific Islander	0	0	0
Hispanic	100	700	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data 2016-2020 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	105	5,165	0
White	95	3,995	0
Black / African American	0	255	0
Asian	10	145	0
American Indian, Alaska Native	0	140	0
Pacific Islander	0	25	0
Hispanic	0	315	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data 2016-2020 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

Discussion

According to the above charts, there are no instances of any specific racial or ethnic group across all income categories that are experiencing a disproportionately greater need.

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

The 2016-2020 CHAS data were used to compare housing cost burden across racial/ethnic groups. Cost burden (30 to 50% of household income going to housing expenses), extreme cost burden (more than 50% of household income going to housing expenses), and no cost burden (less than 30% of household income going to housing expenses) were compared by racial/ethnic group to the city as a whole.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	34,515	7,239	6,105	1,135
White	27,010	4,865	4,650	700
Black / African American	1,360	284	395	55
Asian	1,135	370	155	259
American Indian, Alaska Native	1,425	390	225	10
Pacific Islander	45	0	0	25
Hispanic	1,810	600	435	50

Table 21 – Greater Need: Housing Cost Burdens AMI

Data Source: 2016-2020 CHAS

Discussion:

There are no instances of a racial or ethnic group having a disproportionate greater need in terms of housing cost burdens.

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

In looking at housing problems, severe housing problems, and housing cost burdens, there are no instances of a racial or ethnic group having a disproportionate greater need. Norman has found consistently in their Analysis of Impediments that this is the case, and further CHAS data backs up this finding.

If they have needs not identified above, what are those needs?

In the City of Norman, there does not appear to be a disproportionately greater need in either housing problem categories nor in housing cost burdens. The majority of renters or owners fall into the category of no housing cost burden, and the rest of the characteristics of the grouping fall into essentially the same breakdown of the overall population. Norman does not have any areas that are highly concentrated with minority or ethnic populations, so this helps to not make this an issue of geography. The low-moderate income categories, while for the most part are in the core area do not include defined pockets of low income persons.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

The City of Norman does not have any areas with a racial or ethnic concentration.

NA-35 Public Housing – 91.205(b)

Introduction

Totals in Use

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	0	172	1,238	1	1,236	0	0	0

Table 22 - Public Housing by Program Type

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Data Source: PIC (PIH Information Center)

Characteristics of Residents

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	
Average Annual Income	0	0	11,584	9,593	0	9,594	0	0	0
Average length of stay	0	0	4	3	1	3	0	0	0
Average Household size	0	0	1	2	1	2	0	0	0
# Homeless at admission	0	0	0	0	0	0	0	0	0

Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
# of Elderly Program Participants (>62)	0	0	64	207	0	207	0	0
# of Disabled Families	0	0	49	334	1	332	0	0
# of Families requesting accessibility features	0	0	172	1,238	1	1,236	0	0
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	148	911	1	909	0	0	0
Black/African American	0	0	19	233	0	233	0	0	0
Asian	0	0	1	7	0	7	0	0	0
American Indian/Alaska Native	0	0	3	85	0	85	0	0	0

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Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Pacific Islander	0	0	1	2	0	2	0	0	0
Other	0	0	0	0	0	0	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 24 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Program Type									
Ethnicity	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	5	58	0	58	0	0	0
Not Hispanic	0	0	167	1,180	1	1,178	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 25 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

The availability of fully accessible units in public housing is extremely limited. As demonstrated with the composition of the waiting lists additional fully accessible units are warranted. At this time no funding mechanism is available to bring all units into Section 504 compliance. To address individual needs, the Norman Housing Authority partners with the City of Norman Accessibility Modification Program as clients with specific needs are identified. Typical modifications include the conversion of a bathtub to a shower.

The Norman Housing Authority takes reasonable steps to maximize use of the fully accessible units by eligible individuals. When an accessible unit becomes vacant, before offering the unit to an individual without a disability, accessible units are offered to a current participant requiring the unit's accessibility features or to an eligible qualified applicant on the waiting list requiring the accessibility features. The Norman Housing Authority has a Reasonable Accommodation Policy that requires an accessible feature or policy modification to accommodate a disability, when necessary for an applicant or tenant to enjoy the same benefit of their programs as any non-disabled person, unless doing so would result in a fundamental alteration of a program or an undue financial and administrative burden.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

Currently the most immediate need is twofold. The first issue is the lack of Section 8 participating landlords in this competitive rental climate. Landlord participation in the Section 8 Housing Choice Voucher Program is critical to ensuring that low-income households have access to safe, stable, and affordable housing throughout the community. In Norman, the Norman Housing Authority (NHA) has made significant strides in increasing landlord engagement and improving voucher utilization through targeted outreach and education. A key catalyst for this success was the City of Norman's decision to fund a dedicated Housing Liaison position. Acting on behalf of NHA, the Housing Liaison serves as a bridge between the public sector and private property owners, providing personalized support, clarifying program requirements, and emphasizing the benefits of participation—such as guaranteed rent payments and reduced vacancy risk. This focused effort has led to a measurable improvement in landlord participation, expanding housing options for voucher holders and strengthening the local affordable housing network.

The second issue is with the substantial increase in rents, the Norman Housing Authority along with many Public Housing Authorities has been placed into "Shortfall" status whereas, no new vouchers are being issued. Effective May 1, 2025, NHA will close their waiting list due to the length. At this time there are approximately 527 households on the waiting list with an anticipated wait time of eighteen months.

Public Housing Program

- 50 current applicants on waiting list
- Types of low-income families on waiting list: Households with children (10); Households with disabilities (20); One-person households (16); Elderly Households (4)
- Noticeable increase in mental health consumers

Housing Choice Voucher Program

- 1107 current applicants on waiting list
- Types of low-income families on waiting list: Household with Children (471); Household with disabilities (326); Elderly households (149)
- Noticeable increase in mental health consumers
- Identified needs:
 - Assistance with Rent and Deposits
 - Personal Care Attendants
 - In-home Services
 - Access to Affordable Transportation
 - More One-Bedroom units

How do these needs compare to the housing needs of the population at large

With the reduction in funding that the Housing Choice Voucher Program has experienced over the last several years, the Norman Housing Authority has been unable to issue vouchers to their designated baseline. This has resulted in a very long waiting list for housing assistance. The immediate need for Public Housing is to increase the supply of one bedroom units that adhere to the non-elderly/disabled facility. Due to the stability of the Public Housing population, the waiting list has not substantially moved in the last three years.

Discussion

The housing needs of Public Housing and Section 8 clients in Norman are generally more acute and complex compared to the population at large. As of early 2025, the Norman Housing Authority reports 527 households on the waiting list for Section 8 Housing Choice Vouchers, reflecting a persistent demand for deeply affordable rental assistance among low- and extremely low-income households. These clients typically earn less than 50% of the Area Median Income (AMI), with many falling below the 30% threshold, and often face severe cost burdens, housing insecurity, and other barriers such as disabilities, aging-related needs, or single-parent household dynamics.

In contrast, while housing affordability is a growing concern for Norman's broader population—particularly among renters earning between 50% and 80% AMI—the general population has relatively greater access to stable housing and fewer barriers to securing market-rate units. CHAS and ACS data show that while many in Norman experience some form of housing problem, Section 8 and Public Housing clients are disproportionately affected by the most severe issues, including long-term homelessness risk, overcrowding, and lack of access to units with accessibility features. Additionally, these clients are more reliant on publicly subsidized programs, making the long waitlists and limited availability of vouchers a significant impediment to housing stability.

The scheduled closure of the Section 8 waiting list on May 1, 2025, further underscores the urgency and depth of need in this population. It highlights the limitations of current resources and the critical importance of expanding affordable housing options and supportive services for those least able to compete in the private rental market.

NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

The 2024 Point-in-Time (PIT) Count for the Norman/Cleveland County Continuum of Care (OK-504) identified 240 individuals experiencing homelessness, reflecting a 21.6% increase from the 197 individuals counted in 2020. This upward trend underscores a growing need for targeted interventions and resources to address homelessness in the region. The PIT Count, conducted annually during the last 10 days of January, provides a snapshot of both sheltered and unsheltered populations, informing local strategies and funding allocations to combat homelessness. The 2024 Point in Time Count is attached.

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
White	89	73
Black or African American	43	10
Asian	3	0
American Indian or Alaska Native	0	8
Pacific Islander		0
Ethnicity:	Sheltered:	Unsheltered (optional)
Hispanic	9	5
Not Hispanic	80	68

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	30	4	206	44	506	227
Persons in Households with Only Children	1	0	2	2	2	100
Persons in Households with Only Adults	98	87	588	595	348	87
Chronically Homeless Individuals	63	45	108	20	10	365+
Chronically Homeless Families	0	0	0	0	0	0
Veterans	6	2	10	5	5	180
Unaccompanied Child	1	0	3	3	3	100
Persons with HIV	0	0	0	0	0	0

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.**Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.**

In 2024 the CoC identified 796 individuals who became homeless for the first time. A total of 526 unduplicated individuals coded as sheltered homeless, 184 in emergency shelter and another 86 in transitional housing. A total of 91 unsheltered individuals counted. A total of 95 households counted in emergency shelters, with a total number of family members of 183. Another 16 households were counted in transitional housing, with a total of 4 family members. There was 1 unsheltered family counted during this timeframe.

Discussion:

All Point in Time data is available within the HDX 2.0 module for review. The annual Point in Time Count includes both sheltered as well as unsheltered individuals and households. At this point data downloads are not available from the HDX system. The Norman/Cleveland County Continuum of Care maintains a By Name List for a more accurate representation of persons experiencing homelessness. Persons who have engaged with the homeless resource system are assessed and discussed weekly in the Coordinate Case Management Meeting. The April 2025 BNL totals 180 individuals.

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction:

Norman has a strong partnership between agencies that serve the homeless, housing providers, and those who serve the non-homeless special needs populations. The non-homeless special needs assessment includes persons who are elderly, severely mentally ill, developmentally disabled, physically or mentally disabled, have been diagnosed and/or living with HIV/AIDS, and persons with drug or alcohol addiction. These families and individuals are living either with families, in group facilities, or individually. They have a wide variety of needs, many of which are being met without public assistance. This population group has specific housing needs beyond the affordability problems discussed elsewhere in this document.

Describe the characteristics of special needs populations in your community:

These populations have a broad spectrum of characteristics, similar to the population at large, but a distinguishing factor for them is an increased risk of homelessness due to the fragile nature of their existence, some relying heavily on others for their care, others living on fixed incomes and vulnerable to hardships caused by sudden demands on their resources.

Elderly are those individuals aged 62 or older. The elderly population continues to show a strong growth pattern as a population group. The elderly live a distinctive lifestyle requiring numerous supportive services. The Aging Services of Cleveland County (ASI) operates the Older Americans Grant for Cleveland County funded through the Area Agency on Aging (AAA), which provides an inclusive and coordinated variety of services and opportunities for seniors, including information, congregate and home delivered meals, advocacy, family caregiver support, transportation, and resource assistance. The City of Norman is responsible for the operation of the Adult Wellness Center which serves as a congregate meal site, and ASI serves lunch daily. The local Meals on Wheels program utilizes over 300 volunteers annually to insure delivery of 300 hot meals daily to qualified participants. According to the American Community Survey, Norman is home to approximately 22,000 people over the age of 65, which is around 17% of the overall population. This population is approximately 51% female and 49% male.

Persons with severe physical or developmental disabilities often require special facilities and care. These persons sometimes lack the capacity to care for themselves and rely on a caretaker to see to their daily needs. More often than not the caretaker is a parent. If the child outlives the parent who has provided their care all their lives, other arrangements must be made to see to their continued care. This group can include all ages, races, and ethnicities.

In contrast, persons in living with and recovering from severe mental illness experience isolation in part due to the stigma associated with their illness. This isolation is a two-way street that is caused by their illness. The person may feel that others are judging them because of their illness and withdraw while

society tends to be unwilling to interact with them. Support systems that promote socialization and community building for persons with a severe mental illness are as integral a part to their recovery as the necessity of housing stabilization. Individuals with psychiatric diagnoses that experience chronic symptomatology often need the support of mental health professionals on either an on-going basis or periodically. They often do not have transportation and must live close a bus line and have access to low cost or free bus passes. Supports provided by community agencies must be comprehensive and flexible. A majority of individuals that have had their illness for some years have often developed other challenges such as obesity (due to medication and poor nutrition), diabetes (due to medication) and poor circulation (due to sedentary lifestyle). Consequently, as they age, they often require accessibility accommodations such as grab bars and bottom floor apartments.

The City of Norman is actively pursuing certification as an AARP Age-Friendly Community, reflecting a commitment to addressing the evolving needs of older adults and residents with disabilities. This initiative involves assessing and enhancing the city's infrastructure, services, and policies to support aging in place, accessibility, and social inclusion. By participating in the AARP Network of Age-Friendly States and Communities, Norman is taking proactive steps to ensure that residents of all ages and abilities can thrive—especially as the senior population continues to grow. This effort complements the city's broader strategies to serve special needs populations by promoting walkability, accessible housing, transportation options, and community engagement for older adults and individuals with mobility or cognitive challenges.

What are the housing and supportive service needs of these populations and how are these needs determined?

Housing

There is a consensus that there is not a reliable database describing the total number of “accessible” housing units. There is data available on the number of low income housing tax credit (LIHTC) developments and housing developments with accessible units, however, the extent of accessibility is not defined as well as the number of accessible housing units is not specified. Affordable housing with Universal Design features was continually identified as a high priority of special needs populations during discussions. The City of Norman has passed a Visitability Ordinance to incentivize the construction of dwelling units that meet these criteria.

There are many agencies in Norman that serve those with special needs. For the Elderly and Frail Elderly, the Norman Housing Authority (NHA) provides subsidized housing at Red Rock Villa. Additional housing dedicated for seniors is Northcliff Gardens consisting of 44 one bedroom units of Section 202 Program units. For those with developmental or physical disabilities, ABLE, Inc. provides subsidized group homes. The provision of permanent housing for persons recovering from a severe and persistent mental illness is difficult. McKinzie Gardens is an apartment complex funded by the HUD 811 Program which consists

of 34 one bedroom units. Clients live independently with no supportive services provided by the complex. McKinzie Gardens is located within the grounds of Griffin Memorial Hospital, but is governed by an independent non-profit entity not associated with the hospital.

Supportive Services

There are also agencies that provide non-housing services to Special Needs population. For the elderly population, as mentioned previously, Aging Services of Cleveland County provides advocacy, education, and meal and programs. For those who are disabled (either physical or developmental) there are several agencies that provide services. ABLE, Inc. provides, in addition to their subsidized housing, a job training program for adults with developmental disabilities. Central Oklahoma Community Mental Health Center provides outpatient treatment and case management to those persons with severe mental illness. Additional opportunities for services and housing for persons with a severe mental illness can be found at Thunderbird Clubhouse and Transition House. For those with alcohol or drug dependency issues, the Virtue Center offers support groups and outpatient treatment.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

Regional AIDS Network of Oklahoma (RAIN Oklahoma) is the primary non-profit organization in central Oklahoma designated as an AIDS Service Organization. RAIN is widely recognized as a trusted, effective agency that provides caring and urgently-needed services related to the HIV/AIDS epidemic. Cleveland County had 126 reported cases of HIV/AIDS between 2020 and 2023 according to the Oklahoma Department of Health reported in the most recent data available is for the year 2023. The City of Norman is not a HOPWA Entitlement Community but Oklahoma City, located 15 miles north, receives HOPWA funding. The HOPWA provider is active in the Norman/Cleveland County Continuum of Care and provides resources as available.

If the PJ will establish a preference for a HOME TBRA activity for persons with a specific category of disabilities (e.g., persons with HIV/AIDS or chronic mental illness), describe their unmet need for housing and services needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2) (ii))

Discussion:

Non-homeless special needs populations encompass a wide variety of persons and households and cannot be easily categorized except in very general terms. Because of the nature of this population, a large portion of this population is dependent on outside assistance, both public and private. Some are on the verge of homelessness themselves and struggle from day to day. Some live independently, while others depend on family or caregivers to help on a daily basis. Needs for these populations are as varied as the populations are themselves and depend on individual situations.

The agencies that work with the non-homeless special needs populations are a crucial part to the overall community picture. Each agency works together to bring a continuum of services to the non-homeless special needs population, and these agencies are at the table in community provider discussions. Many of these agencies have been supported through CDBG funding, and there have been both capital improvements as well as public service assistance dollars that have gone to these agencies. The City will continue their partnership with these agencies and continue to utilize their input as part of the Consolidated Planning process.

The City of Norman has previously utilized HOME Investment Partnerships Program (HOME) funding to support a Tenant-Based Rental Assistance (TBRA) program, which provided short- to medium-term rental assistance to low-income households in need of immediate housing stability. This program was especially valuable for individuals and families facing housing crises or transitioning out of homelessness. However, due to recent budgetary constraints and the need to prioritize limited HOME funds for other high-impact housing activities, the TBRA program is currently on hold. The City remains committed to the flexibility and responsiveness that TBRA offers and will consider reinitiating the program if future funding levels allow.

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

Staff held a series of Neighborhood Meetings and a facilitated a Public Hearing to discuss possible needs.

Responses regarding public facilities needs were similar to previous efforts in that the needs of local non-profit facility renovations were a common theme, as well as improvements to infrastructure in low income neighborhoods including sidewalks, parks and bus shelters. A 24- hour low barrier shelter for homeless populations and/or a resource center was a common theme identified for public facilities.

Most of the needs for the Norman community in terms of public facilities are repairs on the existing building stock or to improve accessibility. Many social service agencies that are CDBG funded are housed in the Community Services Building, and others are in the practice of occupying buildings that are already constructed. The Community Services Building is an adaptive reuse of a previous nursing facility for veterans and throughout the years, CDBG funds have been utilized for the ongoing rehabilitation of the facility.

How were these needs determined?

Staff held a series of Neighborhood Meetings and a facilitated a Public Hearing to discuss possible needs.

Describe the jurisdiction's need for Public Improvements:

Responses for the need for Public Improvements were also similar to the previous responses. Stormwater, sidewalk improvements, neighborhood park improvements and general neighborhood improvement issues, as well as place making, were prevalent within the CDBG Target Areas.

The City of Norman Public Works department conducts sidewalk inventories around the community in order to assess the condition of existing sidewalks. This can be further broken down into areas that provide a low-moderate area benefit, and in recent years, CDBG money has been utilized to work on sidewalks in these neighborhoods. In addition the City of Norman participates in the Safe Routes to School Program to insure that not only capital improvements are made to the neighborhood schools but social improvements are addressed also. As with any municipality, streets, sidewalks, and other pedestrian-related repairs are needed. CDBG is used in partnership with low-moderate area neighborhoods to both repair existing sidewalks, but also to provide safety improvements such as crosswalks, signals, and other items. Parks are an important part of the quality of life for the residents of Norman, and there are five neighborhood parks located within the CDBG Target Area. These parks are

maintained by the City of Norman and have received substantial improvements in the recent years utilizing the funding from the CDBG program.

How were these needs determined?

Staff held a series of Neighborhood Meetings and a facilitated a Public Hearing to discuss possible needs. In addition to neighborhood meetings and formal public hearings, the City of Norman engages in ongoing consultations with various City departments to help determine priorities for public improvements. These interdepartmental discussions—particularly with Public Works, Utilities, Parks and Recreation, and the Transit Division—ensure that proposed infrastructure projects align with existing capital improvement plans, maintenance needs, and long-term strategic goals. This collaborative approach allows the City to identify opportunities where CDBG funding can complement other resources, address critical gaps, and support coordinated improvements that directly benefit low- and moderate-income neighborhoods. By incorporating both community input and technical expertise, the City is better positioned to select public improvement projects that are feasible, impactful, and responsive to resident needs.

Describe the jurisdiction's need for Public Services:

Norman is the service hub for Cleveland County; additional services are available in Oklahoma City, approximately 15 miles north. As mentioned previously, Norman does not have a dedicated inpatient drug and alcohol treatment program, and those requiring these services must go to surrounding areas for treatment. Norman is the location of Griffin Memorial Hospital, a 120 bed inpatient facility for the treatment of persons with a mental illness, operated by the State of Oklahoma. There are also numerous ancillary services for the treatment of persons with a mental illness that are associated with the hospital.

The City of Norman maintains funding for public services with the annual allocation to the Social and Voluntary Services Program which allows agencies to make applications for funding. The main need with public services is the need for varied and reliable funding streams. Considering the trend in funding reductions with the CDBG program, the decision was made in 2014 by the CDBG Policy Committee to eliminate Public Service funding to individual agencies, except for transportation. Funding will be considered on an individual basis each year. In the past, the City of Norman CDBG program has funded these activities and historically has been close to the 15% cap on public services funding.

How were these needs determined?

Every year staff held a series of Neighborhood Meetings and a facilitated a Public Hearing to discuss possible needs, as well as attending other meetings in the community, and participating in conversations with individual agencies

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

Norman, Oklahoma's housing market presents a complex mix of affordability challenges and limited supply, particularly for lower-income households. According to the 2016–2020 American Community Survey (ACS) 5-Year Estimates, Norman had approximately 51,000 occupied housing units, with a roughly even split between owner-occupied (56%) and renter-occupied (44%) housing. The city's housing stock is largely composed of single-family detached units, with limited availability of multifamily and smaller rental options.

The CHAS (Comprehensive Housing Affordability Strategy) 2016–2020 data reveals that a significant portion of Norman households are burdened by housing costs. Approximately 22% of all households experience a cost burden (paying more than 30% of income on housing), and 13% experience severe cost burden (paying more than 50%). These issues are especially acute for extremely low-income households (0–30% AMI), who face a disproportionate share of housing problems, including cost burden, substandard housing, and overcrowding.

Norman's rental housing stock skews smaller in unit size, with over 65% of renter-occupied units having 1 or 2 bedrooms, compared to owner-occupied housing, which predominantly consists of 3- and 4-bedroom units. This imbalance limits options for low-income families needing larger units. Additionally, the city has a large student population due to the University of Oklahoma, which contributes to higher demand and rental competition, particularly near the campus and central Norman.

Despite modest increases in household income and housing development, the city has seen a 6.3% increase in total households between 2020 and 2025, which has placed added pressure on the existing housing supply. Meanwhile, the rental vacancy rate has remained tight, contributing to rising rents and affordability challenges for low- and moderate-income households.

The redevelopment of a portion of the Naturally Occurring Affordable Housing (NOAH) near the University of Oklahoma campus has significantly impacted the local housing market, particularly in terms of availability and affordability for low- and moderate-income residents. Many of these properties, which once provided affordable housing options for families, seniors, and non-student households, have been converted into private market student housing. This shift has led to increased rental rates, as private developers cater to the demand for high-end student accommodations, often with amenities such as private bathrooms, study lounges, and other features aimed at attracting university students. As a result, the displacement of long-term residents and the reduction in affordable housing stock have placed additional pressure on Norman's housing market, exacerbating the challenge of providing affordable housing options for low-income households in proximity to the university. The trend underscores the need for continued efforts to preserve affordable housing and ensure that redevelopment efforts include provisions for workforce housing, especially in areas with high demand due to student populations.

This overview underscores the need for continued investment in affordable housing development, preservation of Naturally Occurring Affordable Housing (NOAH), rental assistance programs, and policies aimed at expanding housing choice and stability for the city’s most vulnerable residents.

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

According to the 2016–2020 American Community Survey (ACS) 5-Year Estimates, Norman, Oklahoma, contained a total of 53,310 housing units, with approximately 91% (about 51,000 units) reported as occupied. Of these, 56% were owner-occupied and 44% renter-occupied, illustrating a housing market balanced between homeowners and renters, but with growing pressures on the rental side. Single-family detached homes make up nearly 68% of the total housing stock, reflecting a historically suburban development pattern.

Unit sizes vary by tenure. Owner-occupied homes are predominantly 3- and 4-bedroom units, suitable for larger households. Renter-occupied housing, on the other hand, is skewed toward 1- and 2-bedroom units, which comprise over 65% of the rental stock. While these smaller units align with the needs of students and single-person households, they limit the availability of affordable housing for low-income families in need of larger units.

A significant factor shaping Norman’s rental housing market is the presence of the University of Oklahoma, which enrolls over 20,000 students annually, many of whom live off campus. This creates sustained, high demand for rental housing near the university and in surrounding neighborhoods, contributing to increased rental prices and competition for available units. This demand often displaces low-income residents who cannot compete in a rental market increasingly geared toward students and higher-income renters. As a result, rental vacancy rates have remained low, and cost burden continues to be a substantial issue for low- and moderate-income renters.

Furthermore, portions of Norman’s aging housing stock—particularly in central and east Norman—are in need of repair, accessibility upgrades, or rehabilitation. These challenges are compounded by the limited production of new affordable rental housing in recent years.

Norman’s future housing strategy must consider this dual pressure: addressing the needs of long-term residents, particularly cost-burdened low-income households and families, while also responding to the market dynamics created by the city’s large and transient student population.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	33,620	63%
1-unit, attached structure	1,975	4%
2-4 units	4,400	8%
5-19 units	8,145	15%
20 or more units	3,580	7%
Mobile Home, boat, RV, van, etc	1,590	3%
Total	53,310	100%

Table 26 – Residential Properties by Unit Number

Data Source: 2016-2020 ACS

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	60	0.3	671	3.6
1 bedroom	585	2.6	5,032	27.3
2 bedrooms	4,278	18.9	7,563	41.1
3 or more bedrooms	17,760	78.3	5,132	27.9
Total	0	0%	0	0%

Table 27 – Unit Size by Tenure

Data Source Comments:

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

The City of Norman HUD funded housing programs serve populations at 80% or below AMI. The Comprehensive Rehabilitation Program serves owner occupied households at or below 50% AMI while the Emergency Repair Program serves owner occupied households at or below 80% AMI. The Accessibility Modification Program serves both renter and owner occupied households at or below 80% AMI. A new Exterior Maintenance Program will be utilized in the CDBG Target Area and will be available to owner occupied households at or below 80% AMI and will be administered in the form of a grant. To allow for maximum flexibility, budgeting for these activities will be combined within one cost center and will utilize funds remaining from prior years in addition to funds in the First Year Action Plan. There are also a variety of other units throughout the City assisted with federal, state, and local funds. A summary of organizations providing housing assistance, including annual funding amount and source, to low income populations is as follows:

- City of Norman Housing Rehabilitation Programs, CDBG federal funding \$247,000
- Cleveland County Continuum of Care, CoC federal funding (FY24), \$496,748
- Cleveland County Continuum of Care, ESG federal funding, passed thru the State of Oklahoma \$200,000 close enough
- United Way of Norman, EFSP federal funds \$87,272
- Section 8 Housing Choice Voucher Program, HUD federal funding \$5,400,000
- Public Housing Program, HUD federal funding \$456,000

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

Around 200 low-income housing tax credit housing units within the city will reach the end of their 30-year compliance term by the end of 2025.

Does the availability of housing units meet the needs of the population?

There currently is not sufficient housing, owner or renter, for households at 0 to 30% AMI. There is also a shortage for remaining income levels when considering quality, energy efficiency, universal design, location to amenities and cost burden. Census data indicates there are 21,905 households in Norman at 80% or below AMI, and there are 12,010 households at or below 80% MFI that are cost burdened. CHAS data reviewed earlier in this section also indicates the need for additional affordable housing units due to age and quality of housing stock.

Describe the need for specific types of housing:

Data referenced previously indicates a need for additional affordable rental housing for incomes 80% and below AMI, particularly for incomes below 30% AMI. In addition, it has been demonstrated that there is a need for additional accessible units (units that exceed Universal Design Guidelines) integrated within the community.

The data available for the affordability of owner occupied housing indicates that the 50 to 80% AMI group is demonstrating the largest shortage of affordable housing.

Housing service providers in Norman are reporting greater need for the three+ bedroom units as we are seeing an increasing number of larger families that are finding themselves without a place to live. Along with the reduction in Section 8 funding, the number of families in need greatly affects the number of families or individuals being able to be assisted due to the larger cost of the vouchers for the larger families. While the charts above show that there is a comparable amount of housing available in this category, it is important to note that in a University town such as Norman, many of those three bedroom and larger units are encompassed in student-driven apartment complexes and housing communities. These are also the units that show the highest increase above market-rate rent. For the permanent resident in Norman, the selection is limited. On the homeowner side of the equation, Norman appears to be in need of affordable workforce housing. As education jobs far outweigh other industries in the community, there is a sector of individuals and families that cannot afford the average home prices in Norman.

Discussion

The University of Oklahoma has a large impact on the rental housing picture in Norman, Oklahoma. Many of the larger units are taken by students in roommate living situations, and some of these would fall under the "affordable" tag. In a community with much diversity in Norman, many apartment complexes are a mixture of college students, single people, and families.

While the number of total households has increased by 33226 (6.3%) over the last five years there is still a lack of affordable units for people in the 30% AMI category.

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

The City of Norman lacks sufficient quality affordable housing for its low and moderate-income citizens. The information presented below demonstrates the rapid increase in housing costs both owner and renter since 2009.

Cost of Housing

	Base Year: 2009	Most Recent Year: 2020	% Change
Median Home Value	160,100	184,300	15%
Median Contract Rent	647	744	15%

Table 28 – Cost of Housing

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

Rent Paid	Number	%
Less than \$500	3,209	14.1%
\$500-999	15,075	66.1%
\$1,000-1,499	3,415	15.0%
\$1,500-1,999	685	3.0%
\$2,000 or more	420	1.8%
Total	22,804	100.0%

Table 29 - Rent Paid

Data Source: 2016-2020 ACS

Housing Affordability

Number of Units affordable to Households earning	Renter	Owner
30% HAMFI	1,405	No Data
50% HAMFI	6,940	1,430
80% HAMFI	16,380	5,570
100% HAMFI	No Data	8,410
Total	24,725	15,410

Table 30 – Housing Affordability

Data Source: 2016-2020 CHAS

Monthly Rent

Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	775	821	1,016	1,353	1,536
High HOME Rent	637	689	867	1,184	1,334
Low HOME Rent	637	689	831	960	1,071

Table 31 – Monthly Rent

Data Source: HUD FMR and HOME Rents

Is there sufficient housing for households at all income levels?

There currently is not sufficient housing for households at 0 to 30% AMI. There is also a shortage for remaining income levels when considering quality, energy efficiency, universal design, location to amenities and cost burden. CHAS data reviewed earlier in this section also indicates the need for additional affordable housing units due to age and quality of housing stock.

In Norman, the question is not necessarily the availability of housing; it is the affordability of the housing that is available. Larger families who have one income or two incomes that fall at or below 80% AMI would be looking at approximately \$1,163 for three or more bedrooms. For a family with a need for larger units, this is a substantial cost burden.

How is affordability of housing likely to change considering changes to home values and/or rents?

Housing affordability in Norman is likely to face increasing pressure due to continued growth in both home values and rental rates, outpacing gains in household incomes—especially among low- to moderate-income (LMI) households.

In recent years, the City of Norman has experienced a steady rise in median home sales prices, driven by a combination of limited housing supply, higher construction costs, and increased demand from both local buyers and those relocating from higher-cost markets. According to recent MLS data and American Community Survey estimates, the median home value in Norman has increased by more than 30% over the past five years. While mortgage interest rates have also risen, reducing purchasing power, the sharp increase in home prices has created significant affordability barriers for first-time buyers, particularly those earning below 80% of Area Median Income (AMI).

Similarly, the rental market has tightened considerably. Median gross rents in Norman have increased at a faster rate than renter incomes, contributing to a growing share of cost-burdened households. Rising rents are compounded by a relatively low vacancy rate and the loss of naturally occurring affordable rental units through market turnover and upgrades. Households with fixed or limited incomes—including seniors, persons with disabilities, and service-sector workers—are most vulnerable to displacement or housing instability as a result.

Norman's housing affordability challenges are further impacted by the presence of the University of Oklahoma, which contributes to a unique rental dynamic. A significant portion of the rental stock is tailored to student housing, often commanding higher per-unit or per-bedroom prices. This market orientation reduces the availability of affordable, family-appropriate rental units for non-student populations.

Without intervention, the affordability gap is expected to widen. The City's strategic investment of CDBG and HOME funds in housing rehabilitation, down payment assistance, and affordable housing development—especially in partnership with CHDOs and nonprofit developers—remains critical to maintaining affordability and preventing displacement. Continued efforts to revise local policies around zoning, density, and parking requirements are also underway to support a more diverse and attainable housing stock over time.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

Discussion

Housing affordability in Norman, Oklahoma, is projected to become increasingly challenging during the 2025–2029 Consolidated Plan period, particularly for extremely low- and very low-income households. Based on 2016–2020 ACS data, the median gross rent in Norman was approximately \$959 per month. In contrast, the FY 2024 HUD Fair Market Rent (FMR) for a 2-bedroom unit in Cleveland County is \$1,117, and High HOME rent limits for a 2-bedroom unit are \$1,041, while Low HOME rent limits are significantly lower, at \$796 for the same unit size.

This comparison reveals a critical gap: median rents in Norman are now approaching or exceeding High HOME and even FMR thresholds, meaning that much of the city's "average" rental stock is unaffordable to low-income renters without assistance. As home values and rents continue to rise faster than household incomes, even moderate-income families are feeling the pressure of housing costs.

Rental housing demand is further intensified by the University of Oklahoma's enrollment of over 30,000 students, many of whom live off campus. This sustained demand drives up rents in areas near campus and diverts housing stock from low-income families to student-oriented development. Additionally, the investor-driven acquisition of single-family homes for rental conversion and short-term leasing has further reduced the availability of affordable rental units.

Rising home values—exceeding \$250,000 in many neighborhoods as of 2023—have also placed homeownership out of reach for many first time and low-income buyers, particularly as mortgage interest rates remain volatile. Without targeted interventions, such as the production of income-restricted housing, rent assistance, and preservation of Naturally Occurring Affordable Housing (NOAH), the affordability gap in Norman is expected to widen further.

The growing disparity between household incomes and housing costs in Norman underscores the urgent need for targeted, multifaceted strategies to expand and preserve affordable housing options. As data

from the 2016–2020 ACS, CHAS, and HUD’s 2024 HOME and FMR rent limits reveal, the average market rent now approaches or exceeds levels that are unaffordable for many low-income households, including those eligible for HUD assistance. This trend is exacerbated by strong rental demand driven by the University of Oklahoma student population and broader market pressures.

In response, Norman's Consolidated Plan must emphasize:

Production of New Affordable Units:

Support the development of Low-Income Housing Tax Credit (LIHTC) projects and other subsidized multifamily developments targeting households at or below 60% AMI.

Promote inclusionary housing practices or developer incentives (e.g., fee waivers, density bonuses) to encourage affordable units in market-rate developments.

Leverage HOME and CDBG funds to fill financing gaps for smaller affordable housing developments, especially for non-profit and mission-driven developers.

Preservation of Existing Affordable Housing and NOAH:

Implement programs to rehabilitate aging rental and ownership housing stock, particularly in East and Central Norman neighborhoods, where homes are more affordable but may not meet safety or quality standards.

Explore acquisition-rehab strategies to prevent the loss of naturally affordable housing due to investor speculation or conversion to higher-end units.

Partner with the Norman Affordable Housing Corporation, Habitat for Humanity, and other nonprofits to steward long-term affordability through deed restrictions, land trusts, or shared equity models.

Protecting Vulnerable Renters:

Strengthen eviction prevention, housing stabilization, and tenant-based rental assistance to prevent displacement while longer-term housing solutions are developed.

Monitor and address the impact of student demand on local rental markets, potentially through zoning reforms or targeted housing development that meets both student and local workforce needs without displacing existing residents.

Expanding Homeownership Opportunities:

Assist first-time homebuyers with down payment and closing cost support, especially for homes priced under the FHA limit, to maintain long-term affordability.

Encourage construction of modest-sized ownership units (e.g., townhomes, duplexes) suitable for low- to moderate-income buyers.

By aligning resources, policies, and partnerships around both production and preservation, Norman can address current housing affordability gaps while laying the groundwork for a more resilient and inclusive housing market over the next five years.

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

Describe the jurisdiction's definition of "standard condition" and "substandard condition but suitable for rehabilitation":

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	3,985	15%	10,070	44%
With two selected Conditions	60	0%	375	2%
With three selected Conditions	25	0%	4	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	22,100	84%	12,355	54%
Total	26,170	99%	22,804	100%

Table 32 - Condition of Units

Data Source: 2016-2020 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	8,255	32%	6,210	27%
1980-1999	7,580	29%	7,520	33%
1950-1979	9,040	35%	7,850	34%
Before 1950	1,295	5%	1,225	5%
Total	26,170	101%	22,805	99%

Table 33 – Year Unit Built

Data Source: 2016-2020 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980.	7,378	14.3%	4,077	7.9%
Housing units built before 1980 with children present	320	0.6%	465	0.9%

Table 34 – Risk of Lead-Based Paint

Data Source: 2016-2020 ACS (Total Units) 2016-2020 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	N/A	N/A	4,661
Abandoned Vacant Units	N/A	N/A	
REO Properties	N/A	N/A	
Abandoned REO Properties	N/A	N/A	

Table 35 - Vacant Units

Need for Owner and Rental Rehabilitation

Norman's aging housing stock and growing affordability challenges underscore the ongoing need for both owner-occupied and rental housing rehabilitation, particularly among low- and moderate-income (LMI) households.

According to the HUD 2016–2020 CHAS data, approximately 1,980 low-income owner households (earning less than 80% of Area Median Income) in Norman live in housing units with at least one of the four recognized housing problems: lack of complete kitchen or plumbing facilities, overcrowding, or a cost burden greater than 30%. Of those, 885 owner households experience at least two of these problems, highlighting the dual burden of deteriorating housing quality and affordability.

Among renter households, the need is even more acute. Over 4,370 low-income renter households in Norman face at least one housing problem, and 2,690 renter households experience severe housing problems—meaning they face a cost burden over 50% or live in severely inadequate or overcrowded conditions. Many of these renters reside in aging, naturally occurring affordable housing (NOAH) units that lack reinvestment due to limited landlord resources and low returns.

The CHAS data also show that a significant proportion of LMI households living in older homes are elderly. Among owner households earning less than 50% AMI, nearly 500 are elderly and cost-burdened, making it difficult to afford necessary repairs or modifications for aging in place.

Norman's housing stock mirrors these challenges: nearly 45% of all housing units were built before 1980, and more than 20% were built prior to 1960. These homes are more likely to require major system upgrades, weatherization, lead-based paint remediation, or accessibility modifications.

Owner-Occupied Rehabilitation:

Norman's CDBG-funded Owner-Occupied Housing Rehabilitation Program provides essential support to LMI homeowners, many of whom are elderly or disabled. The program consistently receives more applications than can be funded, a strong indicator of community need. Repairs typically include roof replacements, HVAC repairs, plumbing, and accessibility improvements. Without these investments, housing deterioration can lead to unsafe conditions and potential displacement.

Rental Rehabilitation:

Rental housing, particularly small multi-family and single-family rentals owned by small landlords, also shows signs of distress. The CHAS data indicate that LMI renters are increasingly cost-burdened, and many live in older buildings that suffer from deferred maintenance. Rental rehabilitation is essential to preserving affordability while improving housing quality. The City leverages HOME and CDBG funds to support rehabilitation by CHDOs and nonprofit partners who commit to maintaining affordability for a minimum period.

Overall, the CHAS data confirms that a significant share of Norman's low-income population—both renters and owners—live in substandard or unstable housing conditions. Targeted rehabilitation programs are critical not only to preserve the existing affordable housing stock but also to support healthy, sustainable neighborhoods and improve quality of life for vulnerable residents.

Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

Discussion

Norman's housing stock reflects both the growth of the city over several decades and the aging of many neighborhoods. According to the 2016–2020 American Community Survey (ACS), there are 51,532 housing units in Norman, of which approximately 11,455 units (22.2%) were built before 1980—the period when lead-based paint was commonly used. Of these, an estimated 7,378 units are owner-occupied and 4,077 are renter-occupied. This older housing stock is associated with higher risks for lead-based paint hazards, especially for low-income households. According to CHAS data, an estimated 785 low-income households with at least one child under age six live in these pre-1980 units, representing a significant health and safety concern due to the potential presence of deteriorating lead-based paint.

Housing condition also plays a critical role in housing stability and affordability. Many of the older units in Norman are in need of rehabilitation. The 2016–2020 ACS identifies 4,661 vacant housing units in Norman. While some of these are temporarily vacant (e.g., for rent or for sale), a substantial number—1,917 units—are classified as “other vacant,” which may include abandoned or severely deteriorated properties. Based on HUD methodology and national estimates, it is projected that approximately 25% to 40% of these “other vacant” units (480 to 770 units) are not suitable for rehabilitation due to structural deficiencies or cost barriers. However, an estimated 2,200 to 2,500 vacant units citywide are potentially suitable for rehabilitation, presenting a key opportunity for targeted reinvestment, particularly in older, lower-income neighborhoods.

Addressing the condition of housing in Norman will require a dual strategy: preservation and rehabilitation of units where feasible—especially those at risk of lead exposure—and strategic removal or land banking of units that are beyond repair. Investment in housing quality, particularly in neighborhoods with high concentrations of older housing stock and low-income families, will be central to maintaining affordability and protecting public health.

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

Totals Number of Units

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available			173	1,185			0	0	0
# of accessible units									
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 36 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Describe the supply of public housing developments:

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

Rose Rock Villa – Senior Housing; 91 units

Red Bud Village – General Occupancy; 38 units

Crystal Heights – General Occupancy; 18 units

Colonial Estates – General Occupancy; 16 units

Jamestown – General Occupancy; 10 units

The Norman Housing Authority (NHA) operates public housing units in Norman, Oklahoma, with a goal of providing affordable housing for low-income residents. Currently, the NHA manages numerous public housing units across various developments. These units are primarily located in multi-family housing complexes and serve households earning at or below 80% of the Area Median Income (AMI).

Physical Condition of Public Housing Units:

The overall physical condition of NHA's public housing stock is generally reflective of the age and design of the units. Much of the public housing inventory in Norman is aging, with units built in the 1970s and 1980s. The Capital Needs Assessment (CNA) report for NHA indicates that a number of units require improvements to meet modern safety, accessibility, and energy efficiency standards.

Basic Condition: A large portion of the units are in good to fair condition, with common maintenance concerns related to plumbing, and electrical systems. The NHA continues to prioritize repairs, but aging infrastructure continues to be a challenge. Many of the units require cosmetic improvements such as flooring replacement, painting, and upgrades to kitchens and bathrooms.

Deferred Maintenance: Deferred maintenance is a notable issue, particularly in older buildings. Roofing, HVAC systems, and plumbing often require repair or replacement due to their age. All units in the OK-139 inventory were constructed after 1978 so the presence of lead based paint is not an issue.

Energy Efficiency: Due to age, a significant number of units are not energy efficient, and energy costs can place an additional burden on low-income residents. NHA has undertaken some initiatives to improve insulation and energy-efficient systems, though many older units still lack modern energy-saving features.

Accessibility: Accessibility improvements are a priority, especially for elderly and disabled residents. While some units have been modified to meet accessibility needs, a large portion of the stock is still not fully compliant with current accessibility standards, requiring further investment in renovations.

Future Challenges and Needs: While NHA continues to operate and maintain these units, it faces ongoing challenges related to the aging housing stock and the limited funding for major renovations. NHA has identified several high-priority repairs that need attention, including system upgrades and exterior repairs. Addressing these physical conditions will be critical to maintaining the affordability and safety of the public housing inventory over the next decade.

In conclusion, while the NHA provides valuable affordable housing to many residents of Norman, ongoing investment in the rehabilitation and upkeep of these units is essential to ensuring the long-term viability of the public housing stock. The Capital Fund Program (CFP) will remain a critical source of support to address these needs, but additional funding, either through local or federal initiatives, will be required to bring older units up to current standards.

Public Housing Condition

Public Housing Development	Average Inspection Score
Public Housing; July 2018	91%

Table 37 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

Described above

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

Discussion:

The following items are being considered by the Norman Housing Authority to improve the living environment of the residents:

1. Comprehensive Renovation and Maintenance

Capital Improvement Projects: Focus on upgrading aging infrastructure, including HVAC systems, plumbing, electrical systems, and roofing. Ensure units meet modern energy efficiency standards to reduce utility costs for tenants.

Cosmetic Improvements: Renovate kitchens, bathrooms, and common areas to improve overall aesthetics, safety, and quality of life.

2. Enhanced Accessibility

Invest in accessibility upgrades for elderly and disabled residents, ensuring ADA compliance across public housing units, particularly for mobility-impaired individuals.

3. Community-Based Programs

Resident Services: Partner with local organizations to offer job training, educational resources, and financial literacy programs for residents. This could help improve the economic mobility of families and individuals.

Youth Programs: Provide opportunities for youth to engage in after-school activities, mentorship, and recreational programs, which can help build stronger community ties and prevent delinquency.

4. Safety and Security Enhancements

Improve lighting, surveillance cameras, and on-site security patrols to enhance the safety of residents. Security measures can reduce crime and improve residents' overall sense of well-being.

5. Sustainability Initiatives

Energy-Efficient Upgrades: Implement energy-saving initiatives such as LED lighting, better insulation, and solar panels to reduce living costs and make units more sustainable.

Green Spaces: Create or improve communal outdoor spaces with landscaping, community gardens, or playgrounds for children and families to enjoy. These spaces can improve residents' physical and mental health.

6. Resident Involvement and Feedback

Actively engage residents in the decision-making process through resident councils or feedback surveys. This helps the NHA tailor programs and improvements to the actual needs of residents and fosters a sense of ownership and pride in their community.

7. Partnerships and External Funding

Explore opportunities for public-private partnerships and apply for federal, state, and local grants to support renovation efforts and resident programs. Leveraging outside resources can augment the NHA's budget and accelerate improvements.

By implementing these strategies, NHA can enhance both the physical condition of public housing and the quality of life for its residents, ultimately fostering a more stable, supportive, and vibrant community.

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	5				
Households with Only Adults					
Chronically Homeless Households					
Veterans					
Unaccompanied Youth					

Table 38 - Facilities and Housing Targeted to Homeless Households

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

In Norman, OK, a variety of mainstream services complement the efforts to support homeless individuals and families at risk of homelessness. These services focus on providing essential resources, such as healthcare, mental health support, and employment assistance, which are critical to achieving long-term stability for those experiencing homelessness or at risk of homelessness. Below is an overview of key services in these areas:

1. Health Services

Norman Regional Health System: This regional health system provides a wide range of health services, including emergency care, primary care, and specialty medical services. They work closely with local shelters and outreach programs to provide health screenings, medical care, and hospital services for those experiencing homelessness.

Health Clinics for Low-Income Individuals: Norman has several clinics that serve low-income residents, such as Variety Care Health Center. This Federally Qualified Health Care Center provides primary care services, including chronic disease management, preventive care, and urgent care. These services are critical for homeless individuals who may lack consistent access to healthcare.

Access to Medications and Health Education: Programs such as the Oklahoma AIDS Care Fund or the Oklahoma Tobacco Settlement Trust Fund can assist homeless individuals with acquiring necessary medications or support for specific health needs. These programs also offer health education on topics like HIV prevention and chronic disease management.

2. Mental Health Services

Norman Regional Health System – Behavioral Health Services: This system provides mental health services, including outpatient therapy, psychiatric care, and substance use disorder treatment. The services are available for individuals experiencing homelessness, with specialized programs addressing trauma, depression, anxiety, and other mental health conditions.

Griffin Memorial Hospital: As the State of Oklahoma's designated psychiatric hospital, Griffin Memorial provides inpatient mental health services for individuals in crisis, including those who are homeless. The hospital offers psychiatric evaluations, acute care, and medication management. Griffin Memorial plays a critical role in the stabilization and treatment of individuals experiencing mental health crises and is an essential resource for those with severe mental health conditions.

Central Oklahoma Community Mental Health Center (COCMHC): COCMHC offers comprehensive mental health services to residents in Norman and the surrounding area, including counseling, psychiatric services, and substance abuse treatment. COCMHC focuses on providing community-based care for individuals with serious mental illness (SMI) and works with individuals experiencing homelessness or at risk of homelessness to help them manage mental health conditions and achieve stability. The organization provides outpatient services, case management, and crisis intervention, all of which are essential in the effort to prevent homelessness and support those in recovery.

Crisis Intervention Services: The Crisis Intervention Team (CIT) in Norman is staffed with Certified Norman Police Officers and social service personnel to provide immediate assistance for individuals experiencing mental health crises. The CIT can refer individuals to appropriate services and shelters or provide transportation to treatment centers, ensuring those with mental health needs are directed to appropriate care.

University of Oklahoma – Psychology Services: As part of the University of Oklahoma’s offerings, the Psychology Clinic provides mental health counseling services, which can be particularly beneficial for homeless individuals who are students or affiliated with the university. The clinic offers services on a sliding fee scale, making them more accessible for individuals with limited resources.

3. Employment and Job Readiness Services

Workforce Oklahoma: This state-run employment agency in Norman provides a variety of workforce services, including job placement assistance, resume building, interview coaching, and access to training programs. Workforce Oklahoma works with individuals facing barriers to employment, such as those who are homeless, and offers specific assistance tailored to their needs.

Job Corps: The Job Corps, a federally funded program, offers free job training and educational services to low-income individuals, including homeless youth. In Norman, individuals aged 16-24 can access job training in fields such as construction, healthcare, and information technology, which provides pathways to stable employment.

Local Nonprofit Organizations: Nonprofits like The Homeless Alliance or Covenant House Oklahoma offer job readiness programs specifically designed for homeless individuals. These programs typically include soft skills training, work attire provision, and connections to employers willing to hire individuals with barriers to employment.

4. Social Services and Housing Assistance

Cleveland County Department of Human Services: This department provides a broad range of social services, including Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), and Energy Assistance Program (EAP), all of which can be essential for individuals at risk of or currently experiencing homelessness.

The Norman Housing Authority: Through its Section 8 and Public Housing programs, the NHA works with local residents, including homeless individuals, to find affordable housing. The NHA also offers access to

family self-sufficiency programs that support residents in increasing their income through education and employment opportunities.

5. Support for Families with Children

Cleveland County Department of Human Services: This organization provides health and family support services, including parenting resources, childcare assistance, and family counseling. These services help stabilize families at risk of homelessness by providing necessary resources to maintain family cohesion and reduce the risk of housing instability.

Early Childhood Education Programs: Programs such as Head Start and Pre-K offered through local schools provide educational opportunities and support for families, ensuring that children have access to early childhood education even if their families are struggling with housing instability.

Collaboration between Mainstream and Homeless Services

The integration of mainstream services into the continuum of care for the homeless population is critical. The local service providers, including health, mental health, employment, and housing assistance agencies, often collaborate through case management and referral systems to ensure that individuals experiencing homelessness receive comprehensive support. The Coordinated Entry System within the Norman-Cleveland County Continuum of Care is one such initiative that links individuals to appropriate mainstream services and shelters, improving overall access and outcomes for those in need.

By leveraging both mainstream and homeless-specific services, the city of Norman can provide a more holistic approach to addressing the needs of individuals and families at risk of homelessness, helping them secure stable housing, improve their health, and achieve self-sufficiency.

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

The City of Norman recognizes the importance of providing specialized services and facilities for individuals with special needs, including those who are elderly, disabled, or dealing with chronic health conditions. Special needs facilities and services play a crucial role in enhancing the quality of life and ensuring access to necessary care and support for vulnerable populations. This section outlines the resources available to residents with special needs, including housing assistance, healthcare services, mental health support, and other community-based programs designed to promote independence, well-being, and integration into the broader community. The availability and accessibility of these services are key components in addressing the diverse needs of individuals who face barriers to maintaining stable housing or achieving self-sufficiency.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

The City of Norman acknowledges the critical importance of providing comprehensive services and housing solutions for individuals with special needs, including the elderly, frail elderly, persons with disabilities (whether mental, physical, or developmental), individuals with alcohol or drug addictions, persons with HIV/AIDS, public housing residents, and other vulnerable populations. These individuals face unique challenges that may limit their ability to access stable housing or maintain independence.

Supportive housing for these populations is a crucial component of the city's strategy to reduce homelessness and promote long-term stability. The elderly and frail elderly often require age-appropriate housing that includes accessible features, healthcare services, and support for activities of daily living. Persons with disabilities, including mental health, physical, and developmental disabilities, require accessible housing, reasonable accommodations, and specialized services like case management and therapeutic support to ensure their housing is both stable and supportive of their needs.

For individuals with alcohol or drug addictions, supportive housing needs include access to treatment programs, rehabilitation services, and sober living environments that offer a pathway to recovery while providing a stable and supportive living arrangement. Similarly, individuals living with HIV/AIDS and their families require housing that is both affordable and equipped with support services, including healthcare, case management, and access to community resources that assist with their medical and financial needs.

Public housing residents, many of whom belong to low-income or special needs groups, face particular challenges related to the accessibility, affordability, and condition of housing. These residents often benefit from supportive services like job training, mental health support, and healthcare, all of which promote self-sufficiency and improve overall quality of life.

This section identifies the specific supportive housing needs of these special populations in Norman, as well as the resources available to meet those needs, which are critical for ensuring that all individuals, regardless of their specific challenges, have access to safe, stable, and supportive living environments.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

To ensure that individuals returning from mental and physical health institutions receive appropriate supportive housing, the citizens of the City of Norman has access to a range of programs designed to provide transition services, affordable housing, and specialized support tailored to their unique needs. These programs focus on facilitating smooth transitions from institutional settings to stable, community-based housing, offering critical services such as case management, healthcare, and social integration. Key programs in this regard include:

Mental Health and Physical Health Re-entry Programs: These programs specifically target individuals transitioning from inpatient mental health facilities or rehabilitation centers, providing case management and ensuring a continuum of care that includes mental health counseling, physical therapy, and substance abuse treatment. Case managers play a central role in helping individuals secure housing that accommodates their needs, coordinating with service providers, and ensuring that appropriate follow-up services are in place.

Supported Housing Programs: Programs such as Permanent Supportive Housing (PSH) are designed to provide long-term housing solutions for individuals with disabilities, including those recovering from physical or mental health conditions. These programs typically offer rental assistance along with access to on-site services such as medical care, job training, and life skills education, which are essential for long-term stability. PSH focuses on creating a permanent home with the support necessary for individuals to thrive.

Subsidized Housing with Supportive Services: Partnerships with organizations like Thunderbird Clubhouse, Catholic Charities, Central Oklahoma Community Mental Health Center (COCMHC) and Griffin Memorial Hospital can provide individuals returning from institutions with both affordable housing options and access to essential services, such as therapy, medication management, and healthcare services. These services aim to reduce hospital readmissions and enhance the quality of life for individuals with ongoing mental and physical health needs.

Transitional Housing: Transitional housing programs provide temporary housing with a focus on long-term stability and independence. For individuals transitioning from institutions, these programs often include structured support, including life skills workshops, employment assistance, and social reintegration programs. They serve as a stepping stone between institutional care and independent living.

Housing First Programs: These programs are based on the principle that stable housing is the foundation for addressing other needs, such as health care and employment. The Housing First model prioritizes getting individuals into permanent housing without preconditions (such as sobriety or treatment compliance), and then provides wrap-around services to help them stay housed and address any physical or mental health issues. The Norman/Cleveland County Continuum of Care has adopted a Housing First philosophy.

These programs are designed to mitigate the risk of homelessness for individuals leaving institutional settings, providing them with not only a roof over their heads but also the ongoing support necessary to promote long-term recovery, independence, and community reintegration. By focusing on both housing stability and comprehensive healthcare, these programs ensure that individuals receive the right care in the right environment.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

During FYE26, the City of Norman will continue to utilize the CDBG and HOME Investment Partnership Program funding to collaborate in increasing the supply of affordable, attainable housing that is available to the low and moderate-income citizens of Norman, especially those experiencing homelessness and those with special needs. The Affordable Housing development Crimson Flats a LIHTC project was initialized by the City of Norman with ARPA funding and was packaged with the assistance of the CDBG staff. In addition, the HOME ARP project on Triad Drive, will become formalized with Commitments executed in 2025.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

The City of Norman will continue to support the provision of Supportive Service needs provided by mainstream service providers. No direct supportive services will be provided by the City of Norman.

MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

Public policies have historically posed challenges to the development of affordable housing and residential investment in Norman. zoning restrictions, high development fees, and infrastructure requirements, while important for safety and community standards, often drive up costs and limit opportunities for affordable housing development, especially in low- and moderate-income areas. In particular, zoning ordinances and subdivision regulations can restrict the density and type of housing that can be built, resulting in fewer affordable housing units, especially for low-income and vulnerable populations. Furthermore, parking requirements—a common feature of zoning regulations—can add significant costs to new residential developments, discouraging developers from investing in affordable housing.

However, Norman is actively working to address these issues through a series of targeted policy revisions and initiatives. The Pro Housing Award has provided a valuable framework for revising outdated and restrictive housing policies to better support affordable housing development.

One of the key steps being taken is the revision of the Zoning Ordinance, which aims to streamline and modernize zoning rules to allow for more flexible, cost-effective housing development. This includes revising density requirements and creating more allowances for multi-family housing, which can significantly increase the availability of affordable rental units. By removing unnecessary restrictions, such as overly rigid building setbacks or limitations on multi-family dwellings, the city can foster a housing environment that supports a wider range of residential options.

In conjunction with zoning revisions, the Subdivision Regulations are being updated to ensure that new residential developments—particularly affordable housing projects—can proceed without excessive regulatory hurdles. The goal is to make the development process more efficient, reducing delays and associated costs that often act as barriers to affordable housing investment. This includes simplifying the approval process for affordable housing subdivisions and ensuring that infrastructure requirements are aligned with the actual needs of these developments, rather than overburdening developers with costly or excessive infrastructure demands.

The city is also undertaking a Parking Study to evaluate and potentially revise the minimum parking requirements that are often a significant financial burden for developers, especially for affordable housing projects. By examining parking needs in relation to the local context—particularly in areas with access to public transportation or close proximity to the University of Oklahoma—Norman can adjust parking requirements to make affordable housing more feasible without compromising transportation access or neighborhood livability. This will help alleviate a key cost driver in housing development while still maintaining community standards for parking and accessibility.

Lastly, Norman is developing an Affordable Housing Action Plan, which will provide a comprehensive strategy for addressing housing affordability over the next five years. The plan will focus on expanding affordable housing options through a combination of new construction, rehabilitation of existing

housing stock, and policy reforms. The action plan will identify specific funding sources, including tax incentives and subsidies, as well as strategies to encourage the preservation of affordable housing in the face of rising property values. This plan will also outline the roles of various stakeholders—including the city, developers, nonprofit organizations, and the community—in creating a collaborative approach to affordable housing.

Together, these revisions and the Affordable Housing Action Plan represent a critical step in addressing the negative impacts of previous public policies on affordable housing development. By revising the Zoning Ordinance, updating Subdivision Regulations, conducting the Parking Study, and implementing a comprehensive Affordable Housing Action Plan, Norman is creating a more supportive environment for affordable housing investment, ultimately helping to reduce barriers to housing for low- and moderate-income families.

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	987				
Arts, Entertainment, Accommodations	8,101				
Construction	3,646				
Education and Health Care Services	18,931				
Finance, Insurance, and Real Estate	3,343				
Information	1,188				
Manufacturing	3,786				
Other Services	2,823				
Professional, Scientific, Management Services	6,710				
Public Administration	4,000				
Retail Trade	7,420				
Transportation & Warehousing	2,783				
Wholesale Trade	1,191				
Grand Total	64,909				

Table 39 - Business Activity

Data Source: 2016-2020 ACS (Workers), 2020 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	108,287
Civilian Employed Population 16 years and over	69,510
Unemployment Rate	5.5%
Unemployment Rate for Ages 16-24	15.1%
Unemployment Rate for Ages 25-65	5.7%

Table 40 - Labor Force

Data Source: 2016-2020 ACS

Occupations by Sector	Number of People
Management, business and financial	29,669
Farming, fisheries and forestry occupations	78
Service	10,442
Sales and office	13,994
Construction, extraction, maintenance and repair	2,664
Production, transportation and material moving	5,989

Table 41 – Occupations by Sector

Data Source: 2016-2020 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	39,485	68.4%
30-59 Minutes	15,472	26.8%
60 or More Minutes	2,771	4.8%
Total	57,728	100%

Table 42 - Travel Time

Data Source: 2016-2020 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	3,530	2.8%	44.1%
High school graduate (includes equivalency)	10,776	7.9%	22.9%
Some college or Associate's degree	18,750	4.2%	23.7%
Bachelor's degree or higher	25,622	2.2%	15.4%

Table 43 - Educational Attainment by Employment Status

Data Source: 2016-2020 ACS

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	230	194	385	430	281
9th to 12th grade, no diploma	2042	783	975	763	812
High school graduate, GED, or alternative	7062	3114	2530	5132	3314
Some college, no degree	24863	4335	3431	5908	511
Associate's degree	1361	1845	1127	2104	3445
Bachelor's degree	5315	4081	9281	5857	3556
Graduate or professional degree	317	3173	2969	4385	

Table 44 - Educational Attainment by Age

Data Source: 2016-2020 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	23,247
High school graduate (includes equivalency)	30,467
Some college or Associate's degree	35,222
Bachelor's degree	44,388
Graduate or professional degree	57,522

Table 45 – Median Earnings in the Past 12 Months

Data Source: 2016-2020 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

The additional data for Table 45 was unavailable.

Norman, Oklahoma's employment landscape is shaped significantly by its identity as a university town and regional hub for education and healthcare. According to the 2016–2020 American Community Survey 5-Year Estimates, the largest employment sector in the city is educational services, health care, and social assistance, which accounts for approximately one-third of the civilian workforce (about 33%). This is largely driven by the presence of the University of Oklahoma, Norman's largest employer, as well as the city's array of public and private schools, medical centers, and social service organizations.

The retail trade sector follows as the second-largest employer, engaging around 12% of workers. This reflects the city's vibrant retail economy, catering both to local residents and the substantial student population. Similarly, arts, entertainment, recreation, accommodation, and food services employ roughly 11% of Norman's workforce. This sector includes a wide range of hospitality jobs—restaurants, hotels, entertainment venues, and cultural attractions—supporting Norman's role as a college town and visitor destination.

Other notable sectors include professional, scientific, and management services (8%) and public administration (6%), reflecting both the city's diverse economy and its role as a seat of local and regional government. Construction and manufacturing play smaller but important roles, together accounting for just under 10% of the workforce, and contribute to Norman's ongoing development and economic stability. The finance, insurance, and real estate sector also supports the local economy, though with a smaller footprint at around 4%.

Overall, Norman's employment structure is characteristic of a mid-sized city with a strong institutional base, a service-oriented economy, and a balanced mix of public- and private-sector employment. The city's workforce reflects the interconnected roles of education, health care, retail, hospitality, and government in supporting its population and driving economic activity.

Describe the workforce and infrastructure needs of the business community:

The business community in Norman, Oklahoma, reflects a dynamic blend of innovation, education, and service-oriented enterprises, yet it faces several critical needs in both workforce development and infrastructure to support sustained economic growth.

Workforce Needs

Norman's economy is heavily influenced by the presence of the University of Oklahoma, which provides a steady pipeline of educated workers but also creates challenges related to workforce retention. While the city boasts a relatively high percentage of residents with college degrees, many graduates leave the

area for job opportunities elsewhere, creating a talent retention gap, particularly in STEM fields, business, and healthcare.

Local employers report difficulty filling middle-skill jobs, including roles in healthcare support, construction trades, IT services, and manufacturing. There is also an ongoing demand for service industry workers, especially in retail, hospitality, and food services—sectors that are vital to Norman’s economy but frequently experience high turnover and staffing shortages.

Additionally, as technology becomes increasingly essential across all sectors, employers express a need for expanded digital literacy and technical training opportunities for both young professionals and incumbent workers. Strengthening partnerships between employers, workforce development organizations, and regional education institutions will be key to building a workforce that can meet current and future demands.

Infrastructure Needs

On the infrastructure front, Norman’s businesses are supported by strong local amenities and proximity to the Oklahoma City metro, but continued investment is necessary to remain competitive. The city needs to address several key areas:

Broadband Access: While much of Norman is well-connected, gaps in high-speed internet—particularly in lower-income neighborhoods and rural edges—limit the ability of small businesses to operate effectively in a digital economy.

Commercial and Industrial Space: Demand is growing for affordable, modern commercial space, especially for startups, small manufacturers, and logistics businesses. However, the existing stock is limited, and zoning constraints in some areas restrict expansion.

Transportation and Mobility: Employers report that inadequate public transit options can hinder workforce mobility, particularly for low-income residents who rely on transit to reach employment hubs. In addition, improving traffic flow and freight access in commercial corridors will support industrial and retail operations.

Utilities and Site Readiness: Some areas targeted for economic development need upgrades to water, sewer, and electric infrastructure to be considered shovel-ready for new businesses.

Summary

Norman’s business community is well-positioned for growth, backed by a strong educational base and a diverse economic mix. However, addressing the city’s workforce development and infrastructure challenges—including talent retention, middle-skill training, broadband expansion, and transit connectivity—will be essential to ensuring that local businesses can thrive and contribute to inclusive, long-term prosperity.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

Norman is currently experiencing significant economic activity driven by both public and private sector initiatives that are expected to influence business growth and employment patterns throughout the 2025–2029 Consolidated Plan period. These investments present important opportunities for job creation but also create new demands on workforce development systems and infrastructure.

Key projects include:

Griffin Memorial Hospital Redevelopment: The relocation of the state-operated psychiatric facility creates a transformational opportunity on a prominent publicly owned site near Norman’s core. Redevelopment of this site—particularly the adaptive reuse of the historic administration building—may include a mix of housing, healthcare, and commercial uses, with the potential to generate jobs in construction, property management, behavioral health, and supportive services. The site will likely require environmental remediation, utility upgrades, and improvements to transportation infrastructure.

University of Oklahoma Expansion: The University of Oklahoma is expanding research and innovation activities, particularly in the biosciences, energy, and aerospace sectors. These expansions are likely to increase demand for highly educated workers and create opportunities for startups and technology transfer. Public and private partners may need to respond with targeted workforce programs and facilities that support innovation and entrepreneurship.

Commercial and Retail Development in North Norman: Continued growth in the University North Park area, including retail, hospitality, and logistics facilities, is driving job creation in entry-level and middle-skill sectors. These developments are enhancing Norman’s regional economic role but also increasing pressure on existing transportation infrastructure and raising the need for expanded transit options and workforce housing.

Norman Forward and Bond-Funded Infrastructure Projects: Voter-approved bond projects are investing in stormwater improvements, parks, transit, and community facilities. These projects are creating construction jobs in the short term and improving the long-term livability and economic competitiveness of the city.

Describe any needs for workforce development, business support, or infrastructure these changes may create.

These developments, while promising for economic growth, highlight several areas of unmet need:

Workforce Development:

There is a growing demand for middle-skill workers in the construction trades, healthcare support, IT, and transportation sectors. Existing training providers must scale up to meet industry needs, with a focus on hands-on training and credentialing.

Youth employment and early-career workforce engagement are priorities, particularly in the service and retail sectors. Programs that build soft skills, provide apprenticeships, and connect young adults to local employers can help reduce unemployment rates among residents aged 16–24.

Efforts to retain college graduates in Norman—especially in engineering, business, and healthcare—are needed to combat brain drain and support long-term talent development.

Business Support:

Entrepreneurs and small businesses—especially those owned by women and minorities—need expanded access to technical assistance, capital, and affordable commercial space. As redevelopment occurs, intentional support will be necessary to ensure local businesses are not displaced and have the opportunity to grow.

Business incubators, shared workspaces, and accelerator programs aligned with OU’s innovation ecosystem could help drive new job creation.

Infrastructure Needs:

Broadband access remains uneven in some low- and moderate-income neighborhoods and peripheral areas, limiting the ability of small businesses to compete and of workers to access online job opportunities or remote work.

Public transit expansion, particularly routes serving major employers, redevelopment zones, and commercial corridors, is needed to ensure that all residents can access emerging job centers.

Redevelopment of sites like Griffin Memorial Hospital will require utility upgrades (water, sewer, electric), street enhancements, and possible environmental remediation. These improvements must be integrated into the City’s Capital Improvement Planning efforts to ensure readiness for private investment.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

Norman’s workforce is relatively well-educated compared to state and national averages, largely due to the presence of the University of Oklahoma. According to the 2016–2020 American Community Survey, over 41% of residents age 25 and older hold a bachelor’s degree or higher, and another 28% have some college or an associate’s degree. This creates a strong talent pool for employment in education, professional services, and health care.

However, the local labor market also includes large sectors that rely on middle-skill or entry-level workers, such as:

Retail trade; Accommodation and food services; Construction; Administrative and support services; Transportation and warehousing.

These sectors offer many employment opportunities for individuals without four-year degrees, but skill mismatches persist:

Unemployment is disproportionately higher among younger workers (ages 16–24) and those without postsecondary credentials, highlighting a need for stronger connections between education/training programs and entry-level employment.

Employers in sectors like construction, healthcare support, and skilled trades report difficulties in hiring qualified workers despite high demand, suggesting gaps in vocational training, apprenticeships, and credentialing programs.

The city's growing technology, bioscience, and aerospace sectors—bolstered by partnerships with the University and regional innovation districts—require specialized training and STEM-focused education, which may not yet be accessible to all segments of the population.

Soft skills, work readiness, and access to reliable transportation are also barriers for some residents seeking work in existing and emerging industries.

Summary of Needs and Opportunities

Expand workforce development pathways for middle-skill careers (certifications, trades, healthcare tech) in coordination with local employers, Moore-Norman Technology Center, and regional workforce boards.

Strengthen youth employment and career exposure programs, particularly for high school students and disconnected young adults.

Create upskilling opportunities for underemployed adults, especially those working part-time or in low-wage jobs but who have some college education.

Leverage partnerships with the University of Oklahoma to retain graduates and support local job placement, especially in healthcare, engineering, and business.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

Norman benefits from several active workforce-training initiatives led by educational institutions, public agencies, and nonprofit partners. These efforts target both high-skill and middle-skill workforce development and are critical to advancing the City's Consolidated Plan goals related to economic opportunity, equity, and neighborhood revitalization.

Moore Norman Technology Center (MNTC)

As a key provider of career and technical education, MNTC offers certification programs in areas such as: Health Sciences (e.g., Practical Nursing, Medical Assistant); Construction Trades (e.g., HVAC, Electrical, Carpentry); Automotive Technology; Welding, CNC Machining, and Industrial Systems; and Information Technology and Cybersecurity.

MNTC also partners with local businesses to offer customized training, adult basic education, and employability workshops. These programs are especially relevant to Norman's need for skilled tradespeople in housing rehabilitation and public infrastructure projects supported by CDBG funding.

University of Oklahoma – Career Services and Innovation Hub

OU's Career Services division connects students and recent graduates to internships, local jobs, and career fairs. Additionally, the OU Innovation Hub and Tom Love Innovation Hub promote entrepreneurship and small business growth through: Startup incubators and co-working spaces; MakerLab and prototyping resources; and training in business planning and product development.

These initiatives align with the City's goals of supporting local small businesses and encouraging technology-driven economic diversification.

Central Oklahoma Workforce Innovation Board (COWIB)

COWIB is the regional Workforce Investment Board serving Norman and surrounding communities. It oversees federally funded employment and training programs under the Workforce Innovation and Opportunity Act (WIOA) and operates the American Job Center in Norman. Key services include: Job search assistance and career counseling; Youth employment programs and GED support; On-the-Job Training (OJT) and Work Experience programs; and support for dislocated workers and adults facing barriers to employment.

COWIB partners with employers to address regional labor shortages and with training providers to ensure curriculum alignment with in-demand occupations.

Pioneer Library System, which facilitates digital literacy programs, résumé workshops, and small business education through its Business Services initiative.

Alignment with Consolidated Plan Goals

These training initiatives advance Norman's Consolidated Plan goals in the following ways: Promoting economic opportunity for LMI residents through credentialed workforce pathways; supporting neighborhood revitalization by training residents for jobs in construction and infrastructure; reducing

poverty and homelessness through employment-based stabilization programs; and expanding equity in economic development, ensuring that youth, minorities, and residents with barriers to employment have access to skill-building and career advancement.

By continuing to coordinate with educational and workforce partners, the City can maximize the impact of CDBG investments and align infrastructure and housing projects with workforce development strategies.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Yes, the City of Norman participates in the Comprehensive Economic Development Strategy (CEDS) through its involvement with the Association of Central Oklahoma Governments (ACOG). ACOG serves as the Capital Area Economic Development District (CAPEDD) for Central Oklahoma, including Norman, and coordinates the regional CEDS planning process. The most recent update to the CEDS was released in January 2025, outlining strategic goals and initiatives to promote economic growth, workforce development, and regional collaboration.

The CEDS serves as a blueprint for economic development in the region, guiding investments and policies that align with the goals of the City of Norman's Consolidated Plan. By participating in the CEDS, Norman ensures that its local economic development efforts are coordinated with regional priorities and have access to federal funding opportunities administered by the U.S. Economic Development Administration (EDA).

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

Norman is undertaking several transformative economic development initiatives that complement the goals of the Consolidated Plan, aimed at fostering economic opportunity, housing, and neighborhood revitalization. These initiatives are especially crucial in light of the City's ongoing development, including Griffin Memorial Hospital Redevelopment, workforce development efforts, and the ProHousing initiative, which directly influences affordable housing opportunities and urban planning policies.

1. Griffin Memorial Hospital Redevelopment

The Griffin Memorial Hospital site, located within one of Norman's CDBG target areas, is being redeveloped into a mixed-use space that will provide residential, commercial, and healthcare components. This redevelopment is a centerpiece of Norman's efforts to revitalize the southern part of

the city, and it aligns with the Consolidated Plan's goals of job creation, affordable housing, and neighborhood improvement.

Economic Development Goals:

Job creation in construction, healthcare, and retail sectors.

Attainable housing within the redevelopment, addressing the needs of low- and moderate-income residents.

Community services integrated into the site to improve access to healthcare and employment for local residents.

2. AIM Norman Process and ProHousing

As part of Norman's comprehensive urban planning efforts, the AIM Norman process and ProHousing designation are reshaping how the city approaches housing and economic development. The ProHousing initiative, which includes a review and revision of the city's zoning ordinance and subdivision ordinance, directly impacts the housing market by fostering more inclusive, flexible, and affordable housing development.

ProHousing Zoning and Subdivision Ordinance Revisions:

The ProHousing zoning ordinance revision encourages the development of affordable housing through more flexible zoning regulations. It promotes higher-density housing, accessory dwelling units (ADUs), and mixed-use developments, which can help reduce housing costs and increase the availability of affordable options in areas where the market demand is high.

The subdivision ordinance revisions ensure that new developments incorporate infrastructure and designs that support affordable housing, including provisions for pedestrian-friendly spaces, transportation connectivity, and the integration of green spaces.

ProHousing Affordable Housing Action Plan:

Norman is developing and implementing the ProHousing Affordable Housing Action Plan, which is designed to address the growing demand for affordable housing in the city. This plan includes targeted actions such as:

Streamlining the development process for affordable housing projects.

Identifying underutilized properties that can be converted to affordable housing or mixed-use developments.

Establishing incentives for developers to build affordable housing, particularly in high-demand areas near public transportation.

These revisions align with the Consolidated Plan's goals of increasing affordable housing and promoting equitable neighborhood revitalization. The zoning and subdivision ordinance changes are designed to make it easier for developers to build affordable housing, particularly in areas that need investment the most.

Economic Development Goals:

Affordable housing creation: The ProHousing revisions directly contribute to the creation of more affordable housing by removing unnecessary regulatory barriers and providing incentives for developers.

Inclusive growth: Ensuring that housing options are accessible to low- and moderate-income households, especially in neighborhoods where housing affordability is a challenge.

Neighborhood revitalization: By aligning zoning regulations with housing needs, the city can help revitalize aging or underdeveloped areas, leading to sustainable economic growth.

3. University of Oklahoma (OU) Expansion and Innovation District

The ongoing expansion of OU's Innovation District is expected to generate significant economic growth, especially in technology, biosciences, and research-based industries. These efforts will provide a steady stream of skilled workers, support local businesses, and encourage the development of high-wage jobs, aligning with the city's economic diversification goals.

Economic Development Goals:

Job creation in high-growth sectors such as technology and biosciences.

Workforce development through collaboration with local educational institutions to ensure residents have the skills to meet emerging industry needs.

Business support by fostering a vibrant startup ecosystem and creating opportunities for local entrepreneurs.

4. University North Park Development

The University North Park development is enhancing Norman's commercial and residential offerings, particularly by adding retail, restaurant, and office spaces. This expansion is expected to attract regional investment and increase job opportunities for the local workforce, especially in the retail, hospitality, and service sectors.

Economic Development Goals:

Job creation in retail, hospitality, and service industries.

Attracting new businesses and regional investment to Norman, boosting the city's economic competitiveness.

5. Norman Forward Initiative and Bond-Funded Infrastructure Projects

The Norman Forward initiative, which focuses on improving parks, stormwater systems, and public facilities, is an essential part of the city's infrastructure development. These improvements provide a foundation for future business development, ensure quality public spaces, and enhance the livability of neighborhoods.

Economic Development Goals:

Infrastructure improvements support new housing and commercial developments.

Neighborhood revitalization in underserved areas, creating spaces that are more attractive to potential developers and residents.

Coordination with the Consolidated Plan

These various initiatives are coordinated with the Consolidated Plan to ensure that economic growth benefits all residents, particularly those in low- and moderate-income neighborhoods:

Promoting Economic Opportunity: The city's focus on zoning reform, workforce development, and infrastructure improvements creates a more inclusive economy where LMI residents can benefit from job growth and access to affordable housing.

Affordable Housing and Neighborhood Revitalization: The ProHousing revisions and the Griffin Memorial Hospital redevelopment directly address the need for more affordable housing, supporting the Consolidated Plan's housing goals.

Workforce Development: Initiatives such as the OU Innovation District and local workforce training programs ensure that Norman's residents have the skills necessary to take advantage of the new jobs being created in emerging industries.

Regional Economic Development Plans

In addition to local efforts, the city is aligned with broader regional plans, such as the Comprehensive Economic Development Strategy (CEDS) through ACOG. This ensures that the region, including Norman, is positioning itself for long-term economic growth through coordinated infrastructure investment, workforce training, and support for new business development.

This cohesive strategy of zoning reforms, workforce development, housing incentives, and public-private partnerships ensures that Norman is not only meeting the immediate needs of its residents but is also prepared for sustainable economic growth that benefits all residents, especially those in low- and moderate-income neighborhoods.

Discussion

Norman's workforce and economic development landscape is evolving through a coordinated effort to foster inclusive growth, address housing affordability, and strengthen infrastructure. The city is leveraging major public and private investments—such as the redevelopment of the Griffin Memorial Hospital site and the expansion of the University of Oklahoma's Innovation District—to create new job opportunities and revitalize underserved neighborhoods. These efforts are supported by targeted workforce training programs, regional partnerships through ACOG and local Workforce Investment Boards, and ongoing collaboration with institutions like Moore Norman Technology Center and OU to align educational programs with emerging industry needs.

Simultaneously, Norman's participation in HUD's ProHousing initiative and the AIM Norman planning process reflects a commitment to long-term housing and zoning reform. Revisions to the city's zoning and subdivision ordinances aim to reduce barriers to affordable housing development and encourage mixed-use, higher-density growth in strategic areas. The implementation of the ProHousing Affordable Housing Action Plan and continued investment in infrastructure through Norman Forward ensure that the city's economic growth is paired with equitable access to housing and services. These integrated efforts are designed to meet the workforce needs of growing sectors while supporting the goals of the Consolidated Plan, particularly in CDBG target neighborhoods.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

Data from the Comprehensive Housing Affordability Strategy (CHAS), derived from the U.S. Census Bureau's 2016–2020 American Community Survey (ACS), reveal that certain geographic areas within the jurisdiction show a *concentration* of households experiencing multiple housing problems. For the purposes of this analysis, a concentration is defined as a geographic area—typically a Census tract or neighborhood—where the proportion of households experiencing multiple housing problems significantly exceeds the citywide average.

Housing problems, as defined by HUD, include: Housing cost burden greater than 30% of income, Lack of complete kitchen facilities, Lack of complete plumbing facilities, and Overcrowding (more than 1.01 persons per room).

Multiple housing problems refer to households experiencing more than one of these issues simultaneously, such as being both cost-burdened and living in overcrowded or physically inadequate housing.

According to CHAS data, low-income renter households—particularly those earning less than 50% of the Area Median Income (AMI)—are more likely to experience multiple housing problems. Spatial analysis of CHAS datasets mapped against local Census tracts shows that these issues are not evenly distributed. In Norman, for example, Census tracts in the central core and areas adjacent to the University of Oklahoma exhibit higher-than-average rates of cost burden and overcrowding. These areas often contain older housing stock and a higher proportion of renters, which aligns with national trends linking aging housing infrastructure and limited income to housing deficiencies.

Definition of "Concentration"

In this context, a concentration refers to a geographic area—such as a census tract—where the proportion of households with multiple housing problems significantly exceeds the citywide average. Multiple housing problems include issues like cost burden (paying more than 30% of income on housing), overcrowding, and lacking complete kitchen or plumbing facilities.

Identified Areas of Concentration

While specific CHAS data for Norman's census tracts are not detailed here, general trends indicate that areas with older housing stock and higher renter populations, such as those adjacent to the University of Oklahoma, often show elevated rates of multiple housing problems. These areas may have a higher proportion of low-income renters facing cost burdens and overcrowding.

Summary of Geographic Analysis Limitations

While CHAS data can reveal general trends about housing problems across the jurisdiction, detailed analysis at the Census tract level exceeds the scope of the Consolidated Plan. The Consolidated Plan is intended to provide a citywide overview of housing needs and priorities, rather than a highly localized analysis.

However, understanding where housing problems are most concentrated—particularly where households experience multiple housing problems—is important for targeting resources effectively. These concentrations can vary significantly from one tract to another and should be examined at the neighborhood or Census tract level as part of ongoing planning, program implementation, and future project targeting.

This type of analysis is best suited for use in program evaluation, place-based strategies, and tools like the Assessment of Fair Housing or local neighborhood revitalization efforts, where more granular geographic targeting is both feasible and actionable.

Identifying these concentrations is essential for informing local housing strategies, including the targeting of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) resources to improve housing conditions and affordability in the most affected neighborhoods.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

In the context of fair housing and needs assessment, a concentration refers to a geographic area—typically a Census tract or neighborhood—where the percentage of a specific racial or ethnic group or low-income population is significantly higher than the citywide average. For this Consolidated Plan, concentrations are typically defined as areas where the share of a racial/ethnic minority group or low-income households exceeds 150% of the citywide proportion for that group.

Using data from the 2016–2020 American Community Survey (ACS) and HUD’s AFFH (Affirmatively Furthering Fair Housing) Data and Mapping Tool, Norman contains areas where both racial and ethnic minority populations and low-income households are more concentrated. These concentrations are most pronounced in the central core of the city, older neighborhoods adjacent to the University of Oklahoma, and certain areas in northeast Norman.

For example:

Hispanic or Latino residents make up approximately 7% of the citywide population. In some central Census tracts, that proportion exceeds 15%, indicating a concentration.

Black or African American residents, who represent approximately 5% of the city population, are also more concentrated in select tracts, often coinciding with areas of lower median household income and older housing stock.

Low-income households, particularly those earning less than 50% of the Area Median Income (AMI), are clustered in neighborhoods with a high proportion of rental units and limited access to new housing development.

These concentrations may reflect historical patterns of housing development, affordability, proximity to services and public transportation, or lingering effects of past exclusionary practices. Understanding these patterns is critical for promoting equitable access to housing opportunities and targeting investments in infrastructure, affordable housing, and supportive services.

What are the characteristics of the market in these areas/neighborhoods?

Neighborhoods in Norman where racial and ethnic minorities or low-income households are concentrated share several common housing market characteristics, many of which pose challenges to housing stability, affordability, and quality.

1. Older Housing Stock

These areas typically contain a higher proportion of older housing, often built before 1980. Aging homes are more likely to have issues with energy efficiency, outdated systems, or substandard conditions such as lead-based paint, inadequate insulation, or failing infrastructure. This increases maintenance costs for owners and can result in substandard living conditions for renters.

2. Higher Proportion of Rental Housing

Neighborhoods with concentrations of low-income and minority households tend to have higher rental occupancy rates. This is particularly evident in areas near the University of Oklahoma and central Norman, where the rental market is shaped by both student demand and limited affordable homeownership opportunities. Renters in these areas often face challenges such as rent burden, fewer long-term tenant protections, and competition with students for units.

3. Lower Homeownership Rates

Due to cost barriers, credit access issues, and a lack of affordable starter homes, homeownership rates are significantly lower in these neighborhoods. This limits opportunities for wealth-building and neighborhood stability, especially among households of color.

4. Lower Median Home Values and Rents

While housing prices are generally lower in these areas compared to citywide averages, the units are often of lower quality, and the lower cost does not necessarily equate to affordability when paired with lower incomes. Rent burden remains high for many residents.

5. Limited New Development

These areas typically see less private investment and new housing development, especially market-rate construction. This can perpetuate housing shortages, limit choices for existing residents, and result in a mismatch between housing supply and community needs.

6. Access to Transit and Services

Many of these neighborhoods do offer better access to transit, schools, and services, which is a benefit. However, the quality of public infrastructure (sidewalks, parks, lighting, etc.) is often in need of improvement due to long-standing disinvestment or deferred maintenance.

Are there any community assets in these areas/neighborhoods?

Community Assets in Areas of Concentration

Neighborhoods in Norman with higher concentrations of low-income households and minority residents also contain a variety of community assets that contribute to social cohesion, access to services, and neighborhood identity. These include:

1. Public Schools and Educational Resources

Many of these neighborhoods are served by neighborhood elementary schools such as Lincoln, Jefferson, or Wilson Elementary, which offer family engagement programs, after-school activities, and free meal programs. These schools often act as trusted hubs for community support.

2. Proximity to Transit

Areas closer to central Norman and the university benefit from Norman Transit (EMBARK) routes that provide vital transportation options for residents without cars. This enhances access to jobs, health care, and education, particularly for lower-income households.

3. Parks and Recreation Facilities

Neighborhoods such as those around Andrews Park, James Garner Ave, or Lions Park offer green space, trails, and event venues. These public spaces promote community well-being and provide gathering places for recreation and social events.

4. Non-Profit and Faith-Based Organizations

Several nonprofit service providers, such as Food and Shelter, Inc., Transition House, and Center for Children and Families (CCFI), are located near or serve these neighborhoods. These agencies offer vital services including housing assistance, mental health support, childcare, and food access.

5. Cultural and Civic Institutions

Community centers and libraries—including the Norman Central Library and civic gathering spots downtown—offer inclusive programming, free internet access, language classes, job search assistance, and youth programming that benefit local residents.

6. Historic and Cultural Identity

Many of these areas—particularly older, centrally located neighborhoods—are rich in local history, architectural character, and cultural traditions that contribute to a sense of identity and place for long-term residents.

Conclusion:

These assets provide a strong foundation for neighborhood-based revitalization, equitable investment, and community-led planning. Efforts to improve housing and infrastructure should build on these strengths while addressing systemic barriers that limit access to opportunity.

Are there other strategic opportunities in any of these areas?

Neighborhoods in Norman with concentrations of low-income and minority households present meaningful opportunities for targeted investment, revitalization, and inclusive growth. These opportunities can guide the allocation of public resources, inform housing and infrastructure planning, and support neighborhood-driven strategies.

1. Neighborhood Revitalization and Housing Rehabilitation

Many of these areas have aging housing stock and infrastructure, making them ideal candidates for: housing rehabilitation programs; code compliance partnerships; and energy efficiency upgrades.

These efforts can improve living conditions while preserving naturally occurring affordable housing (NOAH), especially for homeowners at risk of displacement. The City of Norman's ongoing focus on specific neighborhood-based strategies, supported by CDBG funding, positions these areas well for long-term reinvestment.

2. Transit-Oriented Development and Access Improvements

The existing transit network in central and northeast Norman provides an opportunity to: encourage mixed-use or infill development near transit routes; improve walkability, lighting, and ADA infrastructure; and connect residents more effectively to job centers and services.

Core Norman and the CDBG Target Area

A particularly promising area for strategic investment is Core Norman, including the CDBG Target Area that extends along Porter Avenue and encompasses both the Norman Regional Hospital (NRH) Porter Campus and the Griffin Memorial Hospital redevelopment site. These areas present a unique

opportunity to leverage existing infrastructure, transit access, and health care assets for community-centered revitalization.

Norman Regional Hospital Porter Campus Redevelopment

The NRH Porter Campus is undergoing a transformational redevelopment that will turn it into a specialized wellness and community health hub. This presents a prime opportunity for:

Health-oriented housing solutions, such as affordable senior housing or permanent supportive housing integrated with healthcare services.

Mixed-use development that could include affordable retail spaces, community health clinics, and other services that benefit local residents, particularly those with limited access to transportation or healthcare.

Job creation and workforce development related to the health sector. Proximity to a healthcare facility often drives local economic growth, creating opportunities for workforce housing and local employment.

Griffin Memorial Hospital Redevelopment

In close proximity to the NRH campus, the Griffin Memorial Hospital site offers significant redevelopment potential, especially its unused Administration Building. This site could be adapted to:

Affordable housing development: The adaptive reuse of existing structures, such as the historic Administration Building, offers opportunities for mixed-income housing while preserving the architectural heritage of the area.

Community and public services: Given its size, the site could be ideal for the co-location of mental health services, community centers, or affordable health-related facilities. The site's history of providing health services aligns with the potential to integrate supportive housing with these services.

Access to Brownfield redevelopment funding: The site may qualify for Brownfields funding to clean up any environmental hazards, such as asbestos, which will lower development costs and accelerate the reuse of the property.

Infill Development and Connectivity

Both the Griffin Memorial and NRH redevelopment projects are in close proximity to transit routes, schools, and other community assets. This makes the area ideal for infill housing, mixed-use projects, and public-private partnerships. Strategic development around these sites can strengthen connectivity, improve walkability, and ensure that affordable housing options remain available in a central, high-demand area of Norman.

Conclusion: The redevelopment of both the Griffin Memorial Hospital and Norman Regional Hospital campuses represents a unique opportunity for community-driven revitalization. By strategically

integrating housing, healthcare, and workforce development, these projects can address immediate housing needs, improve community health, and preserve the cultural and historical fabric of the area. When combined with the City's CDBG Target Area efforts, these developments provide a blueprint for sustainable, equitable growth in Core Norman.

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

Broadband internet access is increasingly essential for a wide range of daily activities, including education, employment, healthcare, financial services, and civic engagement. However, many low- and moderate-income (LMI) households and neighborhoods in Norman, Oklahoma, face barriers to accessing affordable and reliable broadband connections. Addressing the broadband needs of these communities is a critical component of promoting economic equity, educational success, and healthcare access for vulnerable populations.

1. Limited Broadband Access in LMI Neighborhoods

In low-income neighborhoods, particularly those with higher concentrations of minority households, access to broadband internet is often limited due to a combination of factors, including:

Underdeveloped infrastructure: Certain areas in Norman, especially older residential neighborhoods or areas with historical disinvestment, may lack the necessary fiber-optic, cable, or broadband infrastructure. This limits the ability to access high-speed internet, which is essential for remote work, telehealth, and educational opportunities.

High cost of service: While some households may have broadband available, the monthly subscription fees may be prohibitive for low-income families. Many of these households face difficult choices between paying for broadband access, utilities, or essential living expenses.

2. Impact of the Digital Divide on Low-Income Households

The lack of reliable internet access exacerbates the digital divide in LMI communities. For example:

Educational gaps: During the COVID-19 pandemic, many LMI households faced challenges with remote learning, as students lacked reliable internet or the necessary devices. This digital barrier can lead to long-term educational setbacks for children in these neighborhoods.

Economic opportunities: The increasing shift to remote work and online job applications has made broadband access more essential. Without it, LMI residents may struggle to access job listings, apply for work, or participate in workforce training programs, which limits their economic mobility.

Health disparities: Telehealth has become a critical way for individuals to access medical services, especially in the context of limited public health facilities in some LMI areas. Without reliable broadband, LMI households face barriers to accessing healthcare, including virtual consultations and online health resources.

3. Broadband Infrastructure Gaps

In many of Norman's LMI neighborhoods, there are gaps in fiber-optic or broadband coverage, with some areas being underserved or entirely lacking in high-speed internet options. The following specific challenges contribute to these gaps:

Geographical challenges: Certain older neighborhoods, particularly in Core Norman, may be less likely to have been upgraded to the latest broadband infrastructure, leaving these areas with lower-quality internet service.

Lack of competition in service providers: In areas with fewer broadband providers, there is limited competition, which can result in higher prices and fewer options for residents. This increases the financial burden for low-income households.

4. Opportunities for Broadband Expansion

Addressing the broadband needs of low- and moderate-income neighborhoods presents a significant opportunity for:

Infrastructure investment: Targeted investment in broadband infrastructure within LMI neighborhoods—especially around transit corridors, schools, and community hubs—can improve access for both residential and public services. Partnerships with private broadband providers or securing federal and state funding for broadband expansion can help close the gap.

Affordable broadband solutions: Programs that offer subsidized broadband service or discounted internet packages can help make broadband more affordable for low-income households. The federal Emergency Broadband Benefit (EBB) program and similar state programs have the potential to support these initiatives.

Community broadband initiatives: Collaboration with local non-profits, local governments, and utilities to develop community-driven broadband solutions could address gaps in service while maintaining affordability for LMI residents.

5. Targeted Solutions for Digital Literacy

In addition to expanding broadband access, efforts to increase digital literacy are essential for ensuring that low-income households can effectively use internet services. Digital literacy programs can:

Teach basic skills like how to use the internet for job searches, healthcare appointments, or homework.

Provide access to devices like laptops or tablets, which are often unaffordable for low-income households, enabling them to take full advantage of internet services.

Conclusion

Ensuring access to broadband for low- and moderate-income households is not just about infrastructure—it's about providing equal opportunities for education, employment, healthcare, and

social participation. For neighborhoods in Norman with higher concentrations of LMI populations, addressing broadband needs is an essential step toward closing the digital divide and promoting equitable community development. Strategic investments in infrastructure, affordable broadband solutions, and digital literacy programs can help ensure that all residents have the tools they need to thrive in an increasingly digital world.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

Access to affordable, high-speed broadband is crucial for economic growth, educational success, healthcare access, and overall quality of life. However, Norman's broadband market is currently dominated by a limited number of service providers, which restricts options for residents, particularly in low- and moderate-income (LMI) neighborhoods. Increasing competition by introducing more broadband service providers would bring significant benefits, including lower costs, improved service quality, and expanded coverage.

1. Lower Costs and More Affordable Service

One of the most significant benefits of increased competition in the broadband market is the potential for lower prices. When there is only one or two providers in a market, consumers have little choice but to accept the prices and terms set by those companies. This lack of competition can result in: higher prices for service, making it unaffordable for low-income households to access broadband and limited options for low- and moderate-income households, who may be forced to choose between broadband and other necessities, such as healthcare or utilities.

Introducing additional providers to the market would encourage price competition, which can lead to: more affordable service options for all residents, particularly in underserved and vulnerable communities and discounted packages or special pricing for low-income households, making broadband access more equitable.

2. Improved Service Quality

Competition forces broadband providers to improve their service offerings in order to retain customers and attract new ones. In areas where there is limited competition, consumers may experience: slow speeds, especially during peak usage hours, which can interfere with essential activities like online learning, working from home, or accessing telehealth services and unreliable service, including frequent outages or poor customer support, which can cause frustration and hinder productive use of the internet.

With more providers in the market, consumers would be able to choose the service that best fits their needs, encouraging existing companies to: enhance service quality by increasing speeds, reliability, and

responsiveness and investment in network upgrades, which are essential for supporting the growing demand for high-speed internet.

3. Expanded Coverage and Access

Many areas in Norman, particularly in older or more suburban neighborhoods, face gaps in broadband coverage, especially for high-speed internet. In neighborhoods with limited broadband infrastructure, having multiple providers could: increase the coverage area for broadband, ensuring that more households have access to reliable and fast internet and encourage investment in network infrastructure in underserved or hard-to-reach areas, ensuring that more residents, including those in low-income communities, can access broadband services.

By fostering competition among broadband providers, it would also incentivize the expansion of fiber-optic networks and advanced technologies in areas where service has historically been limited or outdated.

4. Increased Innovation and Consumer Choice

When more providers enter the market, consumers have the freedom to choose from a variety of plans, speeds, and service types to find what best fits their needs. Increased competition can also foster innovation in the broadband industry, including: flexible pricing models that cater to different household sizes and usage patterns; bundled services that combine internet with other services such as telephone, TV, and smart home solutions; and increased investment in next-generation broadband technologies, such as 5G wireless broadband, which would provide faster and more reliable service.

5. Benefits for Local Economies

A competitive broadband market benefits not only residents but also local businesses and the broader economy. Small businesses, educational institutions, and healthcare providers depend on high-quality internet to operate efficiently and remain competitive in the digital age. Increased competition in broadband can: help local businesses stay competitive by ensuring they have access to high-speed internet at affordable prices; attract remote workers and digital startups to Norman, contributing to local economic growth and job creation; and enable more effective telemedicine services, which could be especially important for underserved communities or those facing healthcare access challenges.

Conclusion

Increasing competition in Norman's broadband market is essential for providing affordable, high quality and reliable internet access for all residents, including low- and moderate-income households. With more providers competing for customers, Norman can expect to see lower prices, better service quality, and expanded broadband coverage, leading to an overall improvement in quality of life and economic opportunity. To achieve this, efforts should focus on reducing barriers to entry for new broadband providers, incentivizing infrastructure investment, and ensuring that all neighborhoods, particularly underserved ones, are included in the expansion of high-speed internet services.

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

Norman is located in central Oklahoma and sits in a frequent crossroads between three different air masses: warm, humid air from the Gulf of Mexico; warm to hot dry air from Mexico and the Southwestern US; and cold, dry air from Canada.

Especially from fall to spring, Oklahoma, including Norman, sees frequent air mass changes, which can produce drastic swings in both temperature and humidity. Much of the state is often subjected to extremes in temperature, wind, drought, and rainfall. Most of the state lies in an area known as Tornado Alley, characterized by frequent interaction between cold and warm air masses, producing severe weather, with the highest-risk months from April to June. An average of 62 tornadoes strike the state per year, making that one of the highest rates in the world. Due to its position between zones of differing prevailing temperature and winds, weather patterns within the state can vary widely between relatively short distances. Precipitation occurs year-round, but average monthly precipitation is generally lowest in the winter months, rises dramatically to a peak in May (the year's wettest month virtually statewide, owing to frequent, and not uncommonly severe, thunderstorm activity), and decreases again by mid-summer, when long stretches of hot, dry weather are common in July and August many years. Early to mid-fall (September and October) often sees a secondary precipitation maximum. From late October to December, precipitation generally decreases again.

The National Weather Center and Severe Storm Laboratory is located in Norman and data that demonstrates the effects of climate change is readily available for our location. Increasing temperature swings as well as the severity of the storms are widely documented and attributed to climate change.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

As with all housing located within Norman, low and moderate income households will be affected by climate change. The difference is that these households will not have the resources to be able to respond to the effects without assistance.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

Norman is a diverse and multifaceted city that provides many of the amenities of a large metropolitan area, while still maintaining a strong sense of community. Located in central Oklahoma, Norman is just 15 minutes south of Oklahoma City, the state capital. The total area within the main body of Norman is 189 square miles. Norman offers a rich and fascinating history, a wide range of cultural experiences and nationally recognized educational institutions. Norman is also home to the University of Oklahoma which has an enrollment of 33, 000 students. As of the 2020 decennial census, Norman was home to approximately 128,026 people, of whom twenty-eight percent were members of minority groups. According to the 2016-2020 CHAS data, the median income of households in Norman was \$58,111 and 17.4% of individuals were in poverty. According to CHAS data, there were 48,975 households in Norman, and the percentage of households who earn less than 80% of the area median income and are therefore classified as low-or moderate-income by HUD was 44.7% of the city-wide population for whom household income could be determined. Consolidated Plan funds will be targeted toward these low and moderate income neighborhoods or toward activities that benefit all residents of the city who are low or moderate income.

The Strategic Plan lays out the direction the City intends to take in the distribution of the Community Development Block Grant and HOME funding for the 2025-2030 planning period. The priorities listed were determined through consultation with citizens, service providers and other City of Norman departments. Some of the programs will be targeted to individual households who qualify for the programs according to their income status (individual or direct benefit). Other programs are directed towards particular area within Norman where the median income of the census blocks groups involved meets the HUD standards for area benefit. This standard states that the median household income of 51% of households in the area is at or below 80% of MFI. The City's goals and objectives were identified and developed through the context of eligible uses of HUD funding and are listed below and summarized in Section SP-45.

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

1	Area Name:	2025-2030 Target Area
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	65.4%
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	The following block groups are included: 400272001001; 400272002001; 400272002002; 400272005001; 420027200700001; 4002720060203; 4002720030002; and 4002720050002. This is First Courthouse; Old Silk Stocking, Original Townsite, University, and Larsh-Miller Neighborhoods.
	Include specific housing and commercial characteristics of this target area.	These neighborhoods surround the central business district and are located primarily north of the University of Oklahoma. Included within are downtown, Norman Regional Hospital Porter Campus, Griffin Memorial Hospital and Porter Avenue.
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	This has been the historic Target Area since the inception of the CDBG program. With each Consolidated Plan, this area is reviewed for inclusion as well as discussions pertaining to the addition of other eligible areas. Due to the ongoing needs of this area, the decision is to retain this area.
	Identify the needs in this target area.	Affordable housing development and housing rehabilitation; infrastructure and streetscape improvements; public services for vulnerable populations, access to transportation; economic development and job training; crime prevention and public safety broadband and digital access; cultural and recreational resources.

	What are the opportunities for improvement in this target area?	The CDBG Target area which includes Core Norman, the Porter Corridor, the Norman Regional Hospital Campus, and the Griffin Memorial Hospital Campus, presents a number of strategic opportunities for improvement that align with local goals around equitable development, affordable housing, and neighborhood revitalization. Norman's CDBG Target Area is not only a place of need but a place of promise. With thoughtful reinvestment, meaningful community engagement, and strategic use of resources, the area can become a model of equitable, health-centered redevelopment. Projects like the Griffin Campus and Porter Avenue redevelopment can serve as catalysts, supporting economic growth while ensuring that long-time residents and vulnerable households are able to stay and thrive in place.
	Are there barriers to improvement in this target area?	While the Norman Target Area is rich with potential barriers such as aging infrastructure, limited, capital, fragmented ownership, and risks of displacement complicate improvement efforts. Addressing these challenges will require targeted public investment, inclusive planning, and policy alignment that centers community voice and promoted equity. Only by acknowledging and tackling these barriers can redevelopment be truly transformative for the residents and the citizens of Norman as a whole.
2	Area Name:	
	Area Type:	
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	

How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
Identify the needs in this target area.	
What are the opportunities for improvement in this target area?	
Are there barriers to improvement in this target area?	

Table 46 - Geographic Priority Areas

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

The 2025-2030 Target Area is primarily the same target area that the program has concentrated area benefits in the past. Compared to other potential target areas within the city, the infrastructure within this area is substandard. That being said, the City of Norman will invest a majority of CDBG and HOME funds city-wide due to low to moderate income population needs city-wide. Investing in affordable housing projects city-wide will also assist the city in affirmatively furthering fair housing and avoiding concentration of low income populations. The City of Norman will target a specific geographic area for infrastructure improvement which constitutes an overall low to moderate percentage of 65.40% calculated by HUD.

2025-2030 Target Area

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

1	Priority Need Name	Need for Housing Rehabilitation
	Priority Level	High
	Population	Low Moderate Large Families Families with Children Elderly Persons with Physical Disabilities
	Geographic Areas Affected	Eligible Area 2025-2030 Target Area
	Associated Goals	Housing Rehabilitation
	Description	According to the 2016-2020 CHAS, Norman had 7,115 low-moderate income homeowner households who made 30 percent of the area median income. At this level of income homeowners who have difficulty making their mortgage payments may be unable to afford to keep up the maintenance on their homes. These households need assistance with repair needs. Very low-income renters who are looking for affordable housing might only be able to find housing that is in poor condition. Anecdotal evidence suggests that substandard rentals are all that the City's lowest income renters can afford. Property management companies should understand basic housing quality standards and have incentives to bring the units they manage up to standard.
	Basis for Relative Priority	Community input from forums and surveys
2	Priority Need Name	Availability of Affordable Rental Units
	Priority Level	High

	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents
	Geographic Areas Affected	Eligible Area
	Associated Goals	Affordable Rental/Owner Housing
	Description	Consistent with nationwide trends, housing costs in Norman have been increasing. Although Norman does not face the affordability crises of many communities, there are many low and moderate income renters in the City who cannot afford to rent an appropriate sized unit for their household. The rental units available in the market that are affordable to renters in this income category are very limited. If these renters do not receive housing assistance from the City's housing authority, they would have difficulty finding rental units they can afford.
	Basis for Relative Priority	With the competition for affordable housing units between LMI households and the Student population, this activity is rated high.
3	Priority Need Name	Housing and Services for Persons with Special Need
	Priority Level	High

	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth
	Geographic Areas Affected	Eligible Area
	Associated Goals	Housing Rehabilitation Affordable Rental/Owner Housing
	Description	Providing adequate, affordable housing with supportive services to special-needs populations is very difficult in every community. In Norman, most of the subsidies for affordable housing for persons with developmental disabilities and mental illnesses are provided by the Norman Housing Authority, which does not have the ability to provide the full menu of supportive services these populations may need. There is a need for the expansion of the Shelter Plus Care or Supportive Housing Programs available through HUD's Continuum of Care to allow for a more formal and coordinated system of supportive services for the City's lowest income residents with developmental disabilities and mental illnesses.
	Basis for Relative Priority	This priority was derived from consultations with multiple focus groups during the process
4	Priority Need Name	Housing and Services for the Homeless
	Priority Level	High

	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth
	Geographic Areas Affected	Eligible Area
	Associated Goals	Housing Rehabilitation Homelessness Affordable Rental/Owner Housing
	Description	
	Basis for Relative Priority	This priority was derived from discussion with multiple focus groups during the consultation process.
5	Priority Need Name	Public Improvements
	Priority Level	High
	Population	Extremely Low Low Moderate Non-housing Community Development
	Geographic Areas Affected	2025-2030 Target Area
	Associated Goals	Community Development

	Description	Within the Target Area there is an identified need related to public infrastructure and public facilities.
	Basis for Relative Priority	This priority was derived from multiple consultations during the process

Table 47 – Priority Needs Summary

Narrative (Optional)

Priority needs were identified and prioritized through the City of Norman's community forums and focus groups including individual consultations. All needs in the plan were taken directly from public input.

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	The City of Norman partners with the Norman Housing Authority for a TBRA program as funding allows. The market characteristic that affects this is the reluctance of landlords to rent to these clients due to the reputation they have. Other market conditions that could influence the use of TBRA have to do with rents being asked for rental property. If the rents are too high, the rental assistance might not be enough to allow clients to lease the units, even if the landlord is willing.
TBRA for Non-Homeless Special Needs	Not applicable. The City of Norman TBRA program only provides services for homeless individuals. There are several other programs in the community that provide vouchers to veterans, however these are state and CoC funded programs.
New Unit Production	<p>The City's CHDO's, Norman Affordable Housing Corporation and now CDBG 2015, has a rich history of providing affordable housing opportunities to low to moderate income renters.</p> <p>The cuts in funding have made it challenging to provide new unit production, however NAHC operates many other projects in the community, so the agency can self-sustain on its own based on their revolving operating funds. CHAS data provided in the HUD template demonstrates the need for new affordable rental units for very low income, due to the high level of cost burdened households at 0 to 30% AMI and also the high number of households with 1 or more of the 4 housing problems. The production of new housing units for this population is influenced by several market conditions, including the cost of land, the cost of construction, and prevailing interest rates.</p>
Rehabilitation	There is a demonstrated need for Housing Rehabilitation in our community, especially for low to moderate income households.
Acquisition, including preservation	Acquisition of property is funded through the CDBG and HOME programs.

Table 48 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

The priorities and accomplishment goals outlined in this document are based on assumptions about future funding levels for the Consolidated Plan programs. In all cases, the City of Norman has used the presumption of level-funding of each program at Federal Fiscal Year 2025 levels as outlined below. Because these programs are subject to annual Congressional appropriations as well as potential changes in funding distribution formulas or the number of communities eligible to receive entitlement grants, the accomplishment projections and planned activities are subject to change with availability of funding. Supplemental funding that was received as a result of the 2024 PRO Housing Grant is not reflected here.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	941,659	0	0	941,659	3,766,636	The City of Norman will continue to derive strategies and priorities for housing and community development cooperatively with public and private entities as well as community groups.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	390,065	0	0	390,065	1,560,260	The City of Norman will continue to derive strategies and priorities for housing and community development cooperatively with public and private entities as well as community groups.

Table 49 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG and HOME funding will leverage a significant amount of additional resources including federal, state, and local funding. The City of Norman Social and Voluntary Services Commission annually funds \$250,000 in social services through local general revenue. CDBG funds and social service funding are often provided to similar agencies and implemented to maximize funds available and build agency capacity for services. HOME funding often leverages significant investment from private entities

The U.S. Department of Housing and Urban Development (HUD) requires that the Participating Jurisdictions (PJs) that receive HOME funding match \$.25 of every dollar. The matching requirement mobilizes community resources in support of affordable housing. The City of Norman expects to receive approximately \$390,000 in HOME funding for FY2025 and beyond, requiring an annual match requirement of \$100,000. HUD allows cities to rollover excess match from previous years and to date the City of Norman has banked over 2.5 million dollars of excess match.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Norman is actively pursuing redevelopment opportunities involving publicly owned land and surplus institutional property to meet the needs identified in the Consolidated Plan, particularly related to affordable and workforce housing, access to services, and neighborhood revitalization.

Griffin Memorial Hospital Redevelopment

One of the most significant redevelopment opportunities is the Griffin Memorial Hospital (GMH) campus, a 160-acre property centrally located within Norman's urban core. Owned by the Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS), the campus is being vacated as behavioral health services transition to a new facility in Oklahoma City. The City of Norman is currently working with the Office of Management and Enterprise Services (OMES) to facilitate the redevelopment.

The site includes multiple underutilized and vacant buildings, including the historic Administration Building, and presents a once-in-a-generation opportunity to create a mixed-use, mixed-income neighborhood that aligns with priorities identified in the Consolidated Plan: affordable housing development, economic opportunity, walkability, public space, and community facilities. Because the campus is situated within a HUD-designated CDBG Target Area and surrounded by established neighborhoods, redevelopment would provide a transformative investment in the heart of the city without displacing existing residents.

The City envisions a master-planned redevelopment with a range of housing types as well as commercial space, community services, green infrastructure, and multimodal transportation access. Environmental assessment and potential remediation may be eligible for Brownfields funding, and portions of the site may qualify for Historic Preservation Tax Credits, further supporting feasible redevelopment.

Norman Regional Hospital – Porter Campus (Inspire Plan)

Another major opportunity to align public and community priorities with redevelopment is the Inspire Plan, led by Norman Regional Health System (NRHS). As part of a system wide transformation, NRHS is consolidating inpatient services to its west-side HealthPlex campus and repurposing the existing Porter Avenue hospital campus, located in a key central corridor of the city.

The Porter campus and surrounding properties, owned by NRHS and the City of Norman, will be converted into a health and wellness-focused district. While not publicly owned in the traditional municipal sense, this redevelopment effort is being shaped through public-private partnerships and includes strong coordination with the City. The plan envisions adaptive reuse of existing buildings and new construction that will include behavioral health services, wellness facilities, and potential housing for seniors and healthcare workers.

The proximity of both the Porter Campus and the Griffin site to downtown, public transit, and established residential areas makes them ideal for implementing equitable development strategies that address housing affordability, access to services, and neighborhood resilience.

Together, these projects represent a proactive and strategic use of publicly controlled land and facilities to respond to Norman's evolving housing and community development needs, as outlined in this Consolidated Plan.

Discussion

The City of Norman has programmed approximately \$1.4 million dollars from the CDBG and HOME programs for the FYE2025 program year. These funds will be used to operate a range of private and public services as described later in the Annual Action Plan.

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
City of Norman	Municipal Government	Participating Jurisdiction	City limits of Norman

Table 50 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

Norman is a rich community in terms of services available for those in need. Norman lacks an adequate amount of permanent supportive housing options, and does not have a detox center. Any person needing to detox must go out of town to do so. The City of Norman is committed to the goal of partnership with various agencies in the community regardless of their funding source in order to have the most effective impact that we can in the community. The CDBG Grants Division, who administers the grants is a small division, however the impact is large when the partnerships with other agencies help to get the word out in the community. With these partnerships, the City is able to overcome gaps in institutional structures and enhance coordination.

The institutional delivery system in Norman is well coordinated and spans a range of community needs. The City has many years of experience managing and implementing the programs addressed in the Consolidated Plan, as well as working with outside agencies that fill some of the needs as outlined in the Consolidated Plan. The delivery of listed services meets the needs of the homeless persons and additional populations mentioned above through the network of agencies in Norman. There are several organizations that serve homeless persons specified above and there is close coordination between agencies. Services provided by the Emergency Solutions Grant Program are managed by the Executive Committee of the Norman/Cleveland County Continuum of Care in response to HUD grant requirements. Though this organization, the group collects facilities and client information and prepares grant proposals in an effort to bring additional resources to Norman. The Housing Authority of Norman operates public housing units and works well with City staff and the City political leadership.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	X
Legal Assistance	X	X	

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Mortgage Assistance	X		
Rental Assistance	X	X	
Utilities Assistance	X	X	
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics			
Other Street Outreach Services		X	
Supportive Services			
Alcohol & Drug Abuse	X	X	
Child Care	X	X	
Education	X	X	
Employment and Employment Training	X	X	
Healthcare	X	X	X
HIV/AIDS	X	X	X
Life Skills	X	X	
Mental Health Counseling	X	X	X
Transportation	X	X	

Table 51 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

The services targeted to homeless persons and persons with HIV/AIDS and mainstream services are made available through the coordination of services provided by the array of non-profit service providers that constitute the Norman/Cleveland County Continuum of Care. These organization partner with each other, the City, and mainstream service providers to provide a wide ranging response to the service needs of homeless persons and persons with HIV/AIDS, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

Norman prides itself on a decades-long track record of successful partnerships among public and private sector entities. The Consolidated Plan delivery system is an example of this. Communication and cooperation between the City of Norman's CDBG Grants Division and the partner agencies and

organizations that administer activities is strong. City of Norman staff has worked closely with the organizations involved in Consolidated Plan programs to improve regulatory compliance, monitoring, cooperation and partnerships among agencies, and technical capacity of organizations involved in project delivery. The greatest weakness in the delivery system remains the lack of available funding to support community development, affordable housing and public service activities. It is becoming increasingly difficult to maintain existing levels of activity and nearly impossible to expand services or undertake new activities.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The City of Norman will continue to look at goals and priorities for utilization of the CDBG and HOME resources that are available. Two general strategies have been identified.

- Work with non-profit organizations to address community needs and provide support to federal and non-federal funding initiatives.
- Work with private industry to address important issues that hamper housing and community development efforts.

Identify opportunities to create private/public partnerships for project finance and development to leverage federal funds.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Rehabilitation	2025	2030	Affordable Housing	Community Wide 2025-2030 Target Area	Need for Housing Rehabilitation Housing and Services for Persons with Special Need Housing and Services for the Homeless	CDBG: \$1,900,000 HOME: \$0	Homeowner Housing Rehabilitated: 100 Household Housing Unit
2	Homelessness	2025	2030	Homeless	Community Wide	Housing and Services for the Homeless	CDBG: \$800,000 HOME: \$100,000	Tenant-based rental assistance / Rapid Rehousing: 20 Households Assisted Housing for Homeless added: 10 Household Housing Unit
3	Community Development	2025	2030	Non-Housing Community Development	2025-2030 Target Area	Public Improvements	CDBG: \$1,853,105	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1000 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Affordable Rental/Owner Housing	2025	2030	Affordable Housing	Community Wide	Availability of Affordable Rental Units Housing and Services for Persons with Special Need Housing and Services for the Homeless	HOME: \$1,962,845	Rental units constructed: 10 Household Housing Unit Rental units rehabilitated: 5 Household Housing Unit

Table 52 – Goals Summary

Goal Descriptions

1	Goal Name	Housing Rehabilitation
	Goal Description	To maintain the habitability of affordable housing units for persons considered low to moderate income so they can remain housed.
2	Goal Name	Homelessness
	Goal Description	Decrease the number of homeless people living on the streets, in shelters, and in precarious housing situations by monitoring and coordinating the system wide resources necessary to facilitate a cohesive homeless service system.

3	Goal Name	Community Development
	Goal Description	<p>Community development priorities were based on the City's ongoing evaluation of public infrastructure and programmatic needs among low and moderate income households, slums and blight in targeted areas and key initiatives designed to improve quality of life and economic opportunities.</p> <p>Norman has outdated and aging infrastructure in need of repairs. Norman continues to support expanded recreational opportunities and necessary public facilities that meet the diverse needs of Norman's population, especially children, elders and households with low and moderate incomes. Norman places a high priority on continued support to public service agencies and organizations that provide essential services.</p>
4	Goal Name	Affordable Rental/Owner Housing
	Goal Description	Development of affordable rental or owner occupied housing.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

Due to current funding constraints, the City of Norman estimates that no TBRA assistance will be provided during the effective timeframe of this plan. If funding is available, this program will be reinstated.

Utilizing CHDO funds and HOME funds designated for the development of affordable housing, the City of Norman estimates that the inventory of affordable rental units will increase by a minimum of 15 units. This equates to a total of 55 extremely low-income, low-income, and moderate-income households that will be provided affordable housing as defined by HOME. Depending on the HOME Period of Affordability requirements, all HOME assisted units will be affordable to a minimum of 80% MFI for the required timeframe.

The City of Norman has adopted a Visitability Ordinance which will enhance accessibility requirements for all housing being constructed. The HOME program has already been applying these standards to all affordable housing being constructed. If a unit is identified that needs additional accessibility modifications, the CDBG Housing Rehabilitation programs will be utilized to meet the specific needs of the tenant.

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

Not applicable to the Norman Housing Authority. The Norman Housing Authority has a total of 22 accessible units in their inventory. In certain circumstances, a Public Housing Resident needs additional modification to address a specific situation. In this case the CDBG Accessibility Modification Program is utilized for the modifications.

Activities to Increase Resident Involvements

There are several resident activities regularly at Rose Rock Villa- Karaoke night, BINGO, Game, Color Therapy, Country Dances, Game Day Watch Parties, Holiday Parties, Blood Pressure and Blood Sugar checks every month, pot luck once a month, provide gardens spots for the residents that want to have a garden, dog run for the resident to let their dogs and themselves socialize, guest speaker coming in monthly, Food Bank every month, Pet food pantry every month. In addition the Norman Housing Authority coordinates a free pet vaccination clinic for their residents with the Norman Animal Shelter annually.

Is the public housing agency designated as troubled under 24 CFR part 902?

No

Plan to remove the ‘troubled’ designation

No, the Norman Housing Authority is designated as a “High-Performing” Housing Authority by HUD.

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

A review of the City of Norman housing policy indicates there are no institutional barriers to obtain affordable housing. The city has adopted the 2018 International Codes (Building, Residential, Fire, Energy (2006), Mechanical, Plumbing and Fuel Gas) and the 2020 National Electrical Code. The 2018 International Property Maintenance Code that has been adopted as the minimum housing code is similar to the requirements of HUD's Housing Quality Standards. The minimum housing code is enforced through pro-active code compliance for the exterior of the properties while the interior is enforced on a complaint basis. The city does not impose rent controls. Regulations that are designed to protect the health, safety, and welfare of citizens may affect the cost of housing. However, these regulations are not designed to discourage the availability of affordable housing. Therefore, the City of Norman does not propose actions or reform steps to remove or restructure such policies in the coming five-year period.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The implementation of the AIM Norman process and the upcoming PRO-Housing award represent two critical, complementary efforts aimed at removing or ameliorating barriers to affordable housing in the City of Norman. The AIM Norman process has provided a data-driven foundation through the completion of a Housing Needs Assessment and Housing Strategic Plan, which identified key constraints to housing affordability—including rising land and construction costs, limited housing diversity, outdated zoning standards, and a shrinking inventory of naturally occurring affordable housing. These findings are guiding local policy, zoning reform, and targeted investment strategies.

The PRO-Housing award will support the implementation of the Housing Strategic Plan by providing resources to address both regulatory and market-based barriers. Key funded activities include a comprehensive revision of the City's zoning and subdivision regulations to better support affordable and diverse housing types, a citywide parking study to evaluate and modernize minimum parking requirements, and strategic planning for the redevelopment of properties such as the Griffin Memorial Hospital site. These efforts are designed to reduce development costs, streamline approval processes, and promote a broader range of housing options that meet the needs of Norman's low- and moderate-income households. Together, AIM Norman and the PRO-Housing initiative establish a cohesive framework to facilitate inclusive, equitable housing development across the community.

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Cleveland County Continuum of Care has adopted the use of the Cleveland County Housing Assessment Tool (CHAT). This tool is instrumental in assessing an unsheltered individual needs and assigning an index to them. The Coordinated Case Management Team reviews each assessment and other criteria such as length of time homeless, and the number of episodes of homelessness in determining the placement into permanent housing.

Outreach is conducted by Homeless Service Providers on a weekly basis to help identify individuals living in an unsheltered environment. The most recent count of unsheltered individuals was from the 2024 point-in-time which was 240 individuals. All individuals identified were given a survey or a full assessment.

This tool is uniformly adapted and used by all the homeless service providers' year around; it is only once a year that a substantial effort is made to update the assessments, unless a significant life changing event occurs and then the assessment is updated accordingly. This is a continual effort by all Homeless Service Providers outside of the January point-in-time count.

Addressing the emergency and transitional housing needs of homeless persons

The City of Norman plans to continue supporting the efforts of all Homeless Service Providers efforts directed toward providing immediate assistance to those who are experiencing homelessness. Identification is the first step, assessing the needs of the individual and level of assistance needed by means of permanent supportive housing, emergency and or transitional housing for households. This plan is aligned with the Written Standards of the Continuum of Care.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The Continuum of Care partners is a strong network of housing and mental health providers to ensure that homelessness is rare, brief, and one-time. The community is also working to address the causes of homelessness and to shift the conversations to help fill the gaps of funding and to adhere to the community's best practices. The CoC strongly believes the case management is the most effective

strategy of assisting all homelessness, (chronic, individuals, families with children, veterans, and unaccompanied youth) to obtain long-term stable housing and to maintain housing.

The City of Norman's Annual Action Plan contributes to helping homeless persons make the transition to permanent supportive housing and independent living by providing TBRA funding (when available), housing start up kits which include mattresses and gift cards for supplies, as well as funding a position embedded at the Norman Housing Authority for a Housing Navigator.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

The CoC's efforts have focused on building collaborative partnerships. A hospital representative sits on the CoC Board to assist in ongoing collaboration and communication. Hospital staff has given presentations about hospital discharge processes to the CoC's Governance Committee. CoC staff and subcommittee members offer trainings for hospital staff on helping clients to obtain SSI benefits and are working to increase coordination between hospitals and outside case managers who assist homeless persons with disabilities to obtain disability benefits. The CoC will continue to work this year to increase resources and connections, as homeless persons are still sometimes discharged back into homelessness. The CoC monitors the discharge planning policies of the systems of care and attempts to intervene when these policies result in the potential for homelessness. The CoC also coordinates the Emergency Solutions Grant Program in that it evaluates the funding priorities related to prevention activities and sets the levels of assistance given to individuals who qualify.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

The City of Norman will ensure that all federally funded improvement programs for the existing housing stock use lead hazard reduction activities including evaluating lead hazard risk and using only lead free paint. Housing Rehabilitation Staff as well as the City of Norman Development Services Division distribute "Renovate Right" pamphlets, published by the Environmental Protection Agency. In homes tested for lead-based paint, if it is determined that lead is present, lead and structural remediation is conducted and Lead Safe Work Practices are utilized and clearance testing performance is attained.

How are the actions listed above related to the extent of lead poisoning and hazards?

Approximately one half of Norman's housing stock was constructed prior to 1979, and because of the age of the housing there is a high prevalence of substandard units and units containing lead-based paint. In the Comprehensive Housing Rehabilitation program, all owner occupied homes constructed prior to 1979 participating in the program are tested for lead-based paint. The city will insure that all federally funded improvement programs for the existing housing stock use lead hazard reduction activities including evaluating lead hazard risk.

How are the actions listed above integrated into housing policies and procedures?

The Housing Rehabilitation Handbook for the housing programs specifically states that compliance with HUD regulations regarding lead-based paint will be adhered to. To insure this, the financial limits for each project exclude all costs that are required to bring a structure into compliance with these stringent regulations. Lead-based paint inspections determine whether lead-based paint is present in a house, dwelling unit, residential building, or child-occupied facility, including common areas and exterior surfaces, and if present, which building components contain lead-based paint. A surface-by-surface inspection investigation to determine the presence of lead-based paint is conducted. All inspections are done by a licensed lead-based paint risk assessor or paint inspector. HUD lead-based paint standards are used for a determination of the presence of lead-based paint as defined by Title X of the Housing and Community Development Act of 1992. Inspection reports and clearance findings are retained in the client file.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

One purpose of the Consolidated Plan Programs and other initiatives in Norman is to reduce the number of persons in poverty. The emphasis in Norman is to help people rise out of poverty, rather than temporarily easing their situation. Although within the community there is the availability of essential short-term direct aid such as emergency food and shelter, the strongest community support is for programs to address the root causes of poverty and assisting people in becoming self-sufficient in the long-term. Two key components of helping people attain self-sufficiency are employment and housing. Examples of programs that directly influence people's ability to escape poverty include job education and placement services as well as housing advocacy, homeless prevention and rental assistance. Projects that indirectly affect poverty include those that improve the community at-large and provide transportation and services that help people access employment and services. CDBG, HOME, CoC, and State ESG funds are often used as matching funds for other grants that also contribute to reducing the number of families living in poverty. Thus, the power of these federal dollars is leveraged to a greater extent. Recognizing that limited Consolidated Plan dollars should be focused where the need is greatest; Norman gives preference to projects that directly benefit low and moderate income residents or serve low and moderate income neighborhoods over those that will have indirect benefits. This strategy will ensure that scarce resources are directed to best serve those who have the greatest need, including those areas with the greatest concentration of poverty. In addition to Consolidated Plan programs, a number of other public, private, and partnership initiatives have been designed to assist in the reduction of poverty rates.

The City of Norman in collaboration with local economic development entities and public service providers, identified and reviewed economic factors including, labor force participation, economic development opportunities, self-sufficiency /determination, transportation, and housing. These factors are potentially within the power of the City to address and formulate into an economic development and anti-poverty strategy.

The City has ongoing strategies to address economic development and anti-poverty. Those strategies are:

- Identify and assess the economic and employment needs of low-to-moderate income residents in Norman.
- Identify opportunities for public/private cooperation in developing employment and expanding economic opportunities
- Fund and/or support new and existing and programs that address the economic and employment needs of low-to-moderate income residents
- Educate and inform low-to-moderate income residents of opportunities for improving their economic status.

With the tools available to the CDBG Program from HUD, it is highly recommended that the Norman CDBG Program continue its assistance of existing programs that assist low-to-moderate income persons in the improvement of their economic status and opportunities.

Further the City of Norman should initiate new partnerships with new and existing economic development entities to strengthen and diversify the local economy and create sustainable economic growth.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

This Consolidated Plan for the City of Norman will utilize the following strategies to reduce poverty and increase the availability of affordable housing:

- Consider supportive service needs for low-income elderly, persons with disabilities, and other at-risk populations when investing available funds.
- Encourage landlords to accept tenants who receive rental assistance.
- Encourage landlords to accept tenants with poor or criminal history.
- Support agencies that provide housing stabilization services.
- Promote collaboration with community based providers.

As mentioned above, job education and job placement services are very important, and are a key component in any anti-poverty strategy. In addition, case management as a whole for those who are in need of assistance is extremely important, as in many circumstances short-term financial assistance really does not solve the problem, and often times it is not even a temporary fix. In addition to Consolidated Plan programs, a number of other public, private, and partnership initiatives have been designed to assist in the reduction of poverty rates.

The overall goals of the reduction of poverty will be addressed by the collaboration between agencies to ensure gaps in services and funding are addressed, while maintaining the utilization of each funding source.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The overriding goal of monitoring is to identify deficiencies and promote corrections in order to improve and reinforce performance. Deficiencies will be corrected through discussion, negotiation, or technical assistance. The City of Norman will review all organizations receiving CDBG or HOME funding on a regular basis, at minimum annually. This approach is also utilized with agency funding for the City of Norman Social and Voluntary Services funding and the United Way funding. The City of Norman staff actively participates in each of these entities and participates in the reviews and has found this process very informative in making future funding decisions. Topics that are covered in each review include the following:

- Staff capacity.
- Consistency in activities with contractual agreements.
- Project progress.
- File organization and storage.
- Record retention policies.
- Financial management including purchasing guidelines.
- Compliance with Federal Requirements.
- Internal controls.
- Annual Audit.

The City of Norman will also continue to monitor HOME funded rental units for property maintenance requirements, leases, rents, household eligibility and development financials.

The City provides opportunities to the maximum extent possible, to women and minority owned business enterprises for contract bids and services. The City of Norman encourages inclusion in the list of approved bidders for minority and women-owned businesses, and actively works to recruit new contractors into the programs administered by the Housing Rehabilitation Program. Rehabilitation program staff ensures that MBE and WBE entities are included in contractor recruitment activities. HOME agreements specifically contain the language.

Affirmative marketing and MBE/WBE records: (a) Records demonstrating compliance with the affirmative marketing procedures and requirements of 92.351. (b) Documentation and data on the steps taken to implement the jurisdiction's outreach programs to minority owned and female owned businesses including data indicating the racial/ethnic or gender character of each business entity

receiving a contract or sub-contract of \$25,000 or more paid, or to be paid, with HOME funds; the amount of the contract or subcontract, and documentation of affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction, and services. In addition, Staff also monitors the Consolidated Plan through the Annual Performance Report.

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The priorities and accomplishment goals outlined in this document are based on assumptions about future funding levels for the Consolidated Plan programs. In all cases, the City of Norman has used the presumption of level-funding of each program at Federal Fiscal Year 2025 levels as outlined below. Because these programs are subject to annual Congressional appropriations as well as potential changes in funding distribution formulas or the number of communities eligible to receive entitlement grants, the accomplishment projections and planned activities are subject to change with availability of funding.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	941,659	0	0	941,659	3,766,636	The City of Norman will continue to derive strategies and priorities for housing and community development cooperatively with public and private entities as well as community groups.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	390,065	0	0	390,065	1,560,260	The City of Norman will continue to derive strategies and priorities for housing and community development cooperatively with public and private entities as well as community groups.

Table 53 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG and HOME funding will leverage a significant amount of additional resources including federal, state, and local funding. The City of Norman Social and Voluntary Services Commission annually funds \$250,000 in social services through local general revenue. CDBG funds and social service funding are often provided to similar agencies and implemented to maximize funds available and build agency capacity for services. HOME funding often leverages significant investment from private entities

The U.S. Department of Housing and Urban Development (HUD) requires that the Participating Jurisdictions (PJs) that receive HOME funding match \$.25 of every dollar. The matching requirement mobilizes community resources in support of affordable housing. The City of Norman expects to receive approximately \$400,000 in HOME funding for FY2025 and beyond, requiring an annual match requirement of \$100,000. HUD allows cities to rollover excess match from previous years and to date the City of Norman has banked over 2.5 million dollars of excess match.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

As mentioned within SP-30 The City of Norman is actively pursuing redevelopment opportunities involving publicly owned land and surplus institutional property to meet the needs identified in the Consolidated Plan, particularly related to affordable and workforce housing, access to services, and neighborhood revitalization.

Griffin Memorial Hospital Redevelopment

One of the most significant redevelopment opportunities is the Griffin Memorial Hospital (GMH) campus, a 160-acre property centrally located within Norman's urban core. Owned by the Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS), the campus is being vacated as behavioral health services transition to a new facility in Oklahoma City. The City of Norman is currently working with the Office of Management and Enterprise Services (OMES) to facilitate the redevelopment.

The site includes multiple underutilized and vacant buildings, including the historic Administration Building, and presents a once-in-a-generation opportunity to create a mixed-use, mixed-income neighborhood that aligns with priorities identified in the Consolidated Plan: affordable housing development, economic opportunity, walkability, public space, and community facilities. Because the campus is situated within a HUD-designated CDBG Target Area and surrounded by established neighborhoods, redevelopment would provide a transformative investment in the heart of the city without displacing existing residents.

The City envisions a master-planned redevelopment with a range of housing types as well as commercial space, community services, green infrastructure, and multimodal transportation access. Environmental assessment and potential remediation may be eligible for Brownfields funding, and portions of the site may qualify for Historic Preservation Tax Credits, further supporting feasible redevelopment.

Norman Regional Hospital – Porter Campus (Inspire Plan)

Another major opportunity to align public and community priorities with redevelopment is the Inspire Plan, led by Norman Regional Health System (NRHS). As part of a system wide transformation, NRHS is consolidating inpatient services to its west-side HealthPlex campus and repurposing the existing Porter Avenue hospital campus, located in a key central corridor of the city.

The Porter campus and surrounding properties, owned by NRHS and the City of Norman, will be converted into a health and wellness-focused district. While not publicly owned in the traditional municipal sense, this redevelopment effort is being shaped through public-private partnerships and includes strong coordination with the City. The plan envisions adaptive reuse of existing buildings and new construction that will include behavioral health services, wellness facilities, and potential housing for seniors and healthcare workers.

The proximity of both the Porter Campus and the Griffin site to downtown, public transit, and established residential areas makes them ideal for implementing equitable development strategies that address housing affordability, access to services, and neighborhood resilience.

Together, these projects represent a proactive and strategic use of publicly controlled land and facilities to respond to Norman's evolving housing and community development needs, as outlined in this Consolidated Plan.

Discussion

The City of Norman has programmed approximately \$1.4 million dollars from the CDBG and HOME programs for the FYE2025 program year. These funds will be used to operate a range of private and public services as described later in the Annual Action Plan.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Rehabilitation	2025	2030	Affordable Housing	Community Wide 2025-2030 Target Area	Need for Housing Rehabilitation Housing and Services for Persons with Special Need	CDBG: \$290,621.00	Homeowner Housing Rehabilitated: 25 Household Housing Unit
2	Homelessness	2025	2030	Homeless	Community Wide	Housing and Services for the Homeless	CDBG: \$129,000.00 HOME: \$20,000.00	Tenant-based rental assistance / Rapid Rehousing: 0 Households Assisted Housing for Homeless added: 15 Household Housing Unit
3	Community Development	2025	2030	Non-Housing Community Development	2025-2030 Target Area	Public Improvements	CDBG: \$235,000.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1000 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Affordable Rental/Owner Housing	2025	2030	Affordable Housing	Community Wide	Availability of Affordable Rental Units Housing and Services for Persons with Special Need Housing and Services for the Homeless	CDBG: \$100,000.00 HOME: \$352,569.00	Rental units constructed: 5 Household Housing Unit

These Goals and Totals will be updated once the Award Letter with the actual amounts is available. With the exception of TBRA assistance, all budget and accomplishment data should be similar.

Table 54 – Goals Summary

Goal Descriptions

1	Goal Name	Housing Rehabilitation
	Goal Description	Housing rehabilitation activities include staff support and the direct assistance programs. Each individual project will be assigned its own HUD Activity Number.
2	Goal Name	Homelessness
	Goal Description	Homeless activities include the direct assistance by the Continuum of Care to persons exiting homelessness
3	Goal Name	Community Development
	Goal Description	Community Development activities include neighborhood scale improvements within the target area.

4	Goal Name	Affordable Rental/Owner Housing
	Goal Description	This activity includes acquisition of property for affordable housing as well as the development of affordable housing.

Projects

AP-35 Projects – 91.220(d)

Introduction

The CDBG Policy Committee is responsible for the consideration, evaluation, and eventual funding of the projects. The process begins in December with a public hearing to consider overall needs of the low and moderate-income populations.

Projects

#	Project Name
1	Administration
2	Housing Rehabilitation
3	Public Services
4	Development of Affordable Housing
5	Community Development

Table 55 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City of Norman adheres to a robust community engagement process composed of neighborhood meetings, public hearings, consultations, and attendance at community events. These projects were agreed upon by staff and the members of the CDBG Policy Committee as being the greatest needs in our community. Of course, there are always a need for more affordable housing and homelessness assistance, but not enough funding sources to meet all the needs.

AP-38 Project Summary

Project Summary Information

1	Project Name	Administration
	Target Area	Community Wide
	Goals Supported	Housing Rehabilitation Homelessness Community Development Affordable Rental/Owner Housing
	Needs Addressed	Need for Housing Rehabilitation Availability of Affordable Rental Units Housing and Services for Persons with Special Need Housing and Services for the Homeless Public Improvements
	Funding	CDBG: \$180,000.00 HOME: \$39,000.00
	Description	General administration of the CDBG and HOME Projects
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Accomplishment data is included within individual projects
	Location Description	225 N Webster, Norman, OK
	Planned Activities	Administration of the CDBG and HOME Projects including planning activities.
	Project Name	Housing Rehabilitation

2	Target Area	Community Wide 2025-2030 Target Area
	Goals Supported	Housing Rehabilitation
	Needs Addressed	Need for Housing Rehabilitation Housing and Services for Persons with Special Need
	Funding	CDBG: \$456,111
	Description	Housing Rehabilitation activities including project delivery costs.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	25 Households will receive assistance
	Location Description	Accessibility Modifications and Emergency Repair Projects are available citywide. Exterior Property Maintenance Projects are available only with the CDBG Target Area.
	Planned Activities	Emergency repair grants, exterior property repair grants and accessibility modification grants. Activities will be coordinated by Housing Rehabilitation Staff utilizing private contractors for the repairs.
3	Project Name	Public Services
	Target Area	Community Wide
	Goals Supported	Homelessness
	Needs Addressed	Housing and Services for the Homeless
	Funding	CDBG: \$25,000 HOME: \$
	Description	
	Target Date	6/30/2026

	Estimate the number and type of families that will benefit from the proposed activities	This will benefit 10 low to moderate income households
	Location Description	CityWide
	Planned Activities	This will fund a position embedded at the Norman Housing Authority as the Housing Navigator. Their primary focus is to increase the amount of Section 8 rental units available.
4	Project Name	Development of Affordable Housing
	Target Area	Community Wide
	Goals Supported	Affordable Rental/Owner Housing
	Needs Addressed	Availability of Affordable Rental Units Housing and Services for Persons with Special Need Housing and Services for the Homeless
	Funding	CDBG: \$100,000.00 HOME: \$221,065
	Description	Development of affordable owner and renter housing.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Acquisition of 1-2 units of affordable housing.
	Location Description	All properties will be located within the City Limits of Norman, OK
	Planned Activities	Acquisition of property with or without rehabilitation. Construction and/or rehabilitation of property to be for rental or sale to LMI household.
	Project Name	Community Development

5	Target Area	Community Wide 2020-2024 Target Area
	Goals Supported	Community Development
	Needs Addressed	Housing and Services for Persons with Special Need Public Improvements
	Funding	CDBG: \$142,899
	Description	Small directed projects conducted primarily within the 2025-2030 CDBG Target Area. Other LMI areas may be considered for projects upon qualification. Additional Activities may include acquisition of property or rehabilitation of non-profit or Public Facilities for use by LMC.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	50 households will benefit from neighborhood improvements in our Target Areas.
	Location Description	Within the City limits of Norman
	Planned Activities	Sidewalk improvements, park projects, neighborhood signage & lighting, and others as they are agreed upon by the target neighborhoods.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Norman will operate the Housing rehabilitation Activities City-Wide with the exception of the Exterior Property Maintenance Program, CDBG Neighborhoods Program, both of which are available in our Target Area.

Geographic Distribution

Target Area	Percentage of Funds
Community Wide	70
2025-2030 Target Area	30

Table 56 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Rationale behind allocating investments geographically include ensuring the City of Norman is affirmatively furthering fair housing with housing programs offered city wide with qualification based upon the applicants income for a direct benefit. The designated CDBG Target Area consists of contiguous block groups in the core of Norman with 51% or more of the population at 80% or below AMI, in order to ensure the achievement of a CDBG National Objective. While there are other areas in the City of Norman that meet this low-mod income criterion the infrastructure needs are minimal compared to the Target Area.

Discussion

The City of Norman's strategy for geographically targeting CDBG and HOME investments is rooted in promoting equity, preserving existing affordable housing, and revitalizing areas that have experienced historic disinvestment. The primary rationale for the geographic allocation of resources is to concentrate limited federal funding in a way that produces visible, lasting impacts while aligning with the needs of low- and moderate-income (LMI) residents.

The City prioritizes investments in its three designated neighborhoods and the overall CDBG Target Area, which are census block groups where 51% or more of the population is LMI. These areas were identified through a combination of HUD data, local market analysis, and input gathered through public engagement. Concentrating funding in these areas enables the City to address multiple, interconnected

needs—such as substandard housing, infrastructure deficiencies, and lack of access to services—through a comprehensive place-based approach.

Key reasons for geographic prioritization include:

High concentration of LMI households: The targeted neighborhoods have disproportionately high percentages of residents living below 80% of Area Median Income (AMI), including many seniors, persons with disabilities, and cost-burdened renters.

Aging housing stock: Many homes in these areas were built prior to 1980 and are in need of significant rehabilitation. Investments in these neighborhoods help preserve naturally occurring affordable housing and support aging in place.

Infrastructure and connectivity gaps: Several neighborhoods lack adequate sidewalks, street lighting, drainage, and safe routes to schools and transit. Targeted infrastructure improvements promote safety, accessibility, and mobility for residents.

Capacity for impact: By focusing resources in specific areas over a sustained five-year period, the City can demonstrate meaningful improvements in housing conditions, property values, neighborhood aesthetics, and resident engagement.

Alignment with other strategic initiatives: Investments in the CDBG Target Areas complement efforts related to the Norman 2025 Comprehensive Plan, the Neighborhood Plans, and the anticipated redevelopment of the Griffin Memorial Hospital campus.

Although the City remains open to funding eligible activities citywide, especially through the HOME program (e.g., Down Payment Assistance), the overarching goal is to maximize the impact of federal funding by coordinating resources in areas of greatest need. This geographic strategy ensures that investments not only benefit individual households but also contribute to broader community revitalization and equity goals.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City of Norman will support a variety of affordable projects including rehabilitation (owner and rental), acquisition, and the production of new units.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	15
Special-Needs	15
Total	30

Table 57 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	1
Rehab of Existing Units	30
Acquisition of Existing Units	1
Total	32

Table 58 - One Year Goals for Affordable Housing by Support Type

Discussion

In the past the City of Norman has operated a TBRA program funded by the HOME Program. This was facilitated by coordination from the OK504 Continuum of Care and the Norman Housing Authority. Due to current funding constraints by both the City of Norman HOME Program and the Norman Housing Authority, this program is suspended with no estimation of persons being assisted during the time frame of this Consolidated Plan. The City of Norman will retain this activity as included within the Plan and update as needed if the funding constraints improve.

Utilizing CHDO funds and HOME funds designated for the development of affordable housing, the City of Norman estimates that the inventory of affordable rental units will increase by a minimum of 4 units. Considering the anticipated 12-20 units provided by the HOME ARP development this equates to a substantial increase of extremely low-income, low-income, and moderate-income households that will be provided affordable housing as defined by HOME. Depending on the HOME Period of Affordability requirements, all HOME assisted units will be affordable to a minimum of 80% MFI for the required timeframe.

The City of Norman has adopted a Visitability Ordinance which will enhance accessibility requirements for housing being constructed. The program is not a required component but builder incentives are

provided for participation. As a matter of policy all units constructed by the City of Norman utilizing the CDBG or HOME Program will meet the Visitability Standards to the greatest extent possible. If a unit is identified that needs additional accessibility modifications, the CDBG Housing Rehabilitation programs will be utilized to meet the specific needs of the tenant.

AP-60 Public Housing – 91.220(h)

Introduction

The City of Norman and the Norman Housing Authority have a very viable working relationship, and the partnership between agencies spans beyond Consolidated Plan items. The Norman Housing Authority sees the community as a big picture and not just in relation to the services they provide. Successful partnerships between the Norman Housing Authority and the community will only continue to become stronger.

Actions planned during the next year to address the needs to public housing

The City of Norman partnering with a LIHTC Developer (Milestone Properties LLC) utilizing ARPA-SLRF funding to build an affordable housing complex, Crimson Flats. The project is under contract and set to begin construction the summer of 2025. Project based housing vouchers will be supplied by the Norman Housing Authority for eight households at or below 30% MFI and eight households at or below 50% MFI. The development consists of 75 total units, affordable at or below 60% MFI. The ARPA-SLRF funding is being provided in the form of a ten year low interest loan by the City of Norman to the developer. Once these funds are remitted back to the City of Norman, they will provide funding for a Housing Trust Fund which will be limited to further development of affordable housing.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Efforts to increase participation by public housing residents are ongoing with planned activities at each site to encourage participation. The Residents Council is very active and participates fully in all decision making.

The City is also offering a Down Payment Assistance Program funded by the HOME Program, where \$14,999 can be used to purchase a house located in three of our Target Area Neighborhoods – Old Silk Stocking, Original Townsite, and First Courthouse. This program is to encourage homeownership in these core neighborhoods which are the most affordable areas.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Discussion

The Norman Housing Authority (PHA OK-139) is a designated High Performing Housing Authority by HUD.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of Norman is committed to a coordinated, community-based approach to addressing homelessness and the needs of special populations, including individuals with disabilities, seniors, persons with mental illness, survivors of domestic violence, and others with barriers to stable housing. Through the Annual Action Plan, the City supports efforts that align with the goals of the Cleveland County Continuum of Care (CoC) and leverages partnerships with local nonprofits, housing providers, health care systems, and service agencies to deliver comprehensive, person-centered interventions.

Norman recognizes that homelessness is a complex issue requiring both immediate and long-term strategies. As such, the City's activities focus on prevention, crisis response, transitional and permanent housing solutions, and supportive services to help vulnerable residents achieve and maintain housing stability. This includes targeting CDBG and HOME resources, as appropriate, to help fill gaps in the service system and advance locally driven solutions.

Special attention is given to households experiencing chronic homelessness, youth aging out of foster care, and individuals with disabilities—populations that often face the greatest barriers to housing access. The City also considers the disproportionate impact of housing instability on extremely low-income households and works to ensure that investments support inclusive, equitable outcomes for all residents.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Cleveland County Continuum of Care has utilized the use of the VI-SPDAT assessment tool since approximately 2015. This tool was instrumental in assessing unsheltered individuals needs and assigning a vulnerability index to them. In 2024, a new assessment tool (CHAT-Cleveland County Housing Assessment Tool) was developed to replace the VI-SPDAT. Basing the new tool on extensive research and outreach that the Oklahoma City CoC undertook, the tool was slightly customized by the Coordinated Case Management Committee to meet the specific needs of our Continuum and the population that is served. It is this information that the Coordinated Case Management Team reviews in determining the placement into permanent housing. This tool is utilized by all the homeless service provider's year around; and this effort is also concentrated during the operation of a winter warming shelter and the January point-in-time count.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Norman currently fully funds a night shelter, A Friend's House, operated year

around. The current contractor is CityCare, Inc. with main offices located in Oklahoma City.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

As mentioned previously, case management is the most effective method of assisting all homeless (chronic, individuals, families with children, veterans, and unaccompanied youth) both obtain housing and remain housed. The City of Norman's Annual Action Plan contributes to helping homeless persons make the transition to permanent supportive housing and independent living by providing funds for a staff position to coordinate landlord outreach to facilitate housing at the Norman Housing Authority. In addition, funding for Housing Start-up Kits is included for households exiting homelessness to a CoC funded project. The Kit consists of a new bed and frame and \$300 of gift cards that are released to the case manager to assist in incidentals in the housing set up. Purchase receipts are provided to document the expenditures.

In addition to leveraging a portion of the awarded ARPA-SLRF funding for the LIHTC project, Crimson Flats, the City of Norman is in the planning stages for the HOME ARP development. The HOME ARP project will be the construction of a minimum of 12 SRO or one-bedroom units for chronically homeless individuals exiting homelessness.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City of Norman assists in the coordination of many of these efforts with the Continuum of Care. The CoC monitors the discharge planning policies of the systems of care and attempts to intervene when these policies result in the potential for homelessness. The CoC also coordinates the Emergency Solutions Grant Program in that it evaluates the funding priorities related to prevention activities and sets the levels of assistance.

Discussion

Norman prides itself in a decades-long track record of successful partnerships among public and private sector entities in regard to homelessness and other special needs activities. The Consolidated Plan delivery system is an example of this. Communication and cooperation between the City of Norman's

Grants Division and the partner agencies and organizations that administer activities is strong. Staff has worked closely with the organizations involved with the Consolidated Plan programs to improve regulatory compliance, monitoring, cooperation and partnership among agencies, and technical capacity of organizations involved with project delivery.

The City of Norman's Strategic Plan Goals contribute to helping persons make the transition to permanent housing and independent living by supporting and in certain instances providing funding to facilities operated by agencies that serve these populations and by expanding housing options available to these populations. The City of Norman Social and Voluntary Services Commission administers over \$250,000 annually in local government revenue to assist social service providers serving these populations. The CDBG staff is instrumental in the administration of the SVSC funding.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Past Analysis of Impediments to Fair Housing have indicated that Norman has done well in avoiding systematic impediments to fair housing choice, although affordability remains an important challenge.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City of Norman was awarded a \$1,000,000 grant from the PRO-Housing Grant, and one of the projects is an Affordable Housing Action Plan, and a revision of the Zoning Code. These actions will ameliorate any current policies that hinder the affordability of housing.

Discussion:

The primary obstacle to meeting all of the identified needs, including those identified as affordable housing activities is the general lack of funding resources available to the public and private agencies who serve low and moderate-income residents.

AP-85 Other Actions – 91.220(k)

Introduction:

This Annual Action Plan provides a basis and strategy for the use of federal funds granted to the City of Norman by the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME). This Action Plan covers the period beginning July 1, 2025 through June 30, 2026. Programs and activities described in this plan are intended to primarily benefit low and moderate-income residents of the City of Norman, neighborhoods with a high concentration of low-income and moderate-income residents, and the city as a whole.

Actions planned to address obstacles to meeting underserved needs

The primary obstacle to meeting all of the identified needs, including those identified as high priorities is the general lack of funding resources available to the public and private agencies who serve low and moderate-income residents. Norman, due to being an entitlement community, is not eligible for state CDBG or HOME funding. Since no state dollars are available for community development activities, the city's general fund is based upon sales tax revenues and has been stretched. This leaves little room for expansion of community development funding at the local level. Furthermore, the City of Norman's entitlement grants have been reduced over the last several years further limiting the funds available to address the needs in the community. Staff continues to look for other funding opportunities to leverage projects and priorities in the Consolidated Plan.

Actions planned to foster and maintain affordable housing

The City of Norman will continue to work with Norman Affordable Housing Corporation (NAHC) in efforts to provide affordable housing. NAHC is a 501(c)(3) that is sponsored by the Norman Housing Authority. NAHC works very closely with the designated Community Development Housing Organization for the City of Norman, CHDO 2015.

Actions planned to reduce lead-based paint hazards

The City of Norman will continue to reduce the number of units containing lead-based paint hazards, primarily through its housing rehabilitation programs. Each rehabilitation project is required to be lead-safe upon completion of rehabilitation activities. The City of Norman will continue to utilize a licensed risk assessor to provide lead hazard evaluation for projects requiring an assessment.

Actions planned to reduce the number of poverty-level families

One purpose of the Consolidated Plan Programs and other initiatives in Norman is to reduce the number of persons in poverty. The emphasis in Norman is to help people rise out of poverty, rather than temporarily easing their situation. Although essential short-term direct aid such as emergency food and

shelter is provided, the strongest community support is for programs to address the root causes of poverty and assisting people in becoming self-sufficient in the long-term. Two key components of helping people attain self-sufficiency are employment and housing. Examples of programs that directly influence people's ability to escape poverty include job education and placement services as well as housing advocacy, homeless prevention and rental assistance. Projects that indirectly affect poverty include those that improve the community at-large and provide transportation and child care services that help people access employment and services. CDBG, HOME, CoC and State ESG funds are often used as matching funds for other grants that also contribute to reducing the number of families living in poverty. Thus, the power of these federal dollars is leveraged to a greater extent. Recognizing that limited Consolidated Plan dollars should be focused where the need is greatest; Norman gives preference to projects that directly benefit low and moderate income residents or serve low and moderate income neighborhoods over those that will benefit the city as a whole. This strategy will ensure that scarce resources are directed to best serve those who have the greatest need, including those areas with the greatest concentration of poverty. In addition to Consolidated Plan programs, a number of other public, private, and partnership initiatives have been designed to assist in the reduction of poverty rates including the Cleveland County Workforce Development Program.

Actions planned to develop institutional structure

The Planning and Community Development Department, Grants Division is the lead agency of the City in the development of the Consolidated Plan and Annual Action Plans. The Staff provides fiscal and regulatory oversight of all CDBG and HOME funding. The Norman City Council acts as the final authority for the appropriation of funds for Annual Action Plan activities under the Consolidated Plan grant programs, following recommendations of the CDBG Policy Committee. In addition, the City provides opportunities to the maximum extent possible, to women and minority owned business enterprises for contract bids and services. The City of Norman encourages inclusion in the list of approved bidders for minority and women-owned businesses, and actively works to recruit new contractors into the programs administered.

Actions planned to enhance coordination between public and private housing and social service agencies

CHDO 2015, Inc., the City of Norman CHDO, will be the agency primarily working towards the goal of Construction of Housing objectives. The City of Norman Housing Rehabilitation staff will administer the Exterior Property Maintenance Program, Emergency Repair Program, and the Accessibility Modification Program through the City of Norman using local licensed contractors. Social service agencies will offer tenant and rental assistance as well as consultation, and will provide programing to move people from

the shelter situation into housing of a more permanent nature.

Discussion:

Norman prides itself on a decades-long record of accomplishment of successful partnerships among public and private sector entities. The Consolidated Plan delivery system is an example of this. Communication and cooperation between the City of Norman's Revitalization Division and the partner agencies and organizations that administer activities is strong. City of Norman staff has worked closely with the organizations involved in Consolidated Plan programs to improve regulatory compliance, monitoring, cooperation and partnerships among agencies, and technical capacity of organizations involved in project delivery.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
Total Program Income	0

Other CDBG Requirements

1. The amount of urgent need activities	0
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HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The City of Norman does not utilize forms of HOME investment beyond those identified in 24 CFR 92.205(b). All HOME-assisted activities undertaken by the City are structured as eligible forms of financial assistance, including interest-bearing loans, non-interest-bearing loans, deferred payment loans, forgivable loans, and grants.

Currently, the City administers its HOME funds primarily through forgivable and deferred payment loans to qualified low- and moderate-income homeowners for housing rehabilitation and to eligible Community Housing Development Organizations (CHDOs) and nonprofit partners for the development or acquisition of affordable rental and homeownership housing. All investments are structured to comply with the affordability requirements, eligible cost categories, and eligible beneficiary criteria as outlined in the HOME regulations.

The City of Norman does not engage in equity investments, does not guarantee loans, and does not provide interest subsidies through the HOME Program. All programmatic investments are fully consistent with the eligible forms of assistance outlined in 24 CFR 92.205(b), and no alternative or non-standard financing mechanisms are in use or proposed for the current Consolidated Plan period.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

The City of Norman administers the HOME Downpayment Program in conjunction with Neighborhood Housing Services (NHS) located in Oklahoma City. NHS is the preeminent housing agency assisting hundreds of low and moderate income households reach the dream of homeownership. The City of Norman program as stated, provides up to \$14,999 in downpayment and closing costs in the form of a Subordinate Mortgage which is forgiven over a period of five years to comply with the HOME prescribed period of affordability. If the property is sold or defaults during this time, the balance due (forgiven 20% per year on the anniversary date of the mortgage) is due and payable at the time of sale. If the owner elects to see the property after the period of affordability has expired, no repayment is required.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

The City of Norman ensures long-term affordability of units assisted through its HOME-funded Down Payment Assistance (DPA) Program by implementing the recapture provision in accordance with 24 CFR 92.254(a)(5)(ii). The City utilizes a forgivable loan structure secured by a recorded lien and promissory note on the property.

Under this program, the HOME assistance provided for down payment and/or closing costs is subject to a five-year period of affordability, during which the HOME investment is forgiven at a rate of 20% per full year the homebuyer occupies the unit as their principal residence. If the homebuyer continues to reside in the home for the full five-year affordability period, the entire HOME subsidy is forgiven, and no repayment is required.

If the home is sold or transferred before the five-year affordability period is completed, the recapture provision is triggered, and the City will require repayment of the remaining unforgiven balance of the original HOME subsidy. The City enforces this through a declining balance method, where 20% of the subsidy is forgiven annually, and the repayable amount is reduced accordingly.

Recaptured funds will be returned to the City's HOME account and used to assist other eligible homebuyers or activities in accordance with HOME regulations.

The City does not utilize the resale provision under its current DPA program. Instead, recapture provisions are applied exclusively to enforce affordability, and these are documented in all legal agreements and clearly disclosed to the buyer at the time of assistance.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

No HOME funds will be utilized for the refinancing or repayment of existing debt secured by multi-family housing.

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)). <TYPE=[text] REPORT_GUID=[A0BBB986408D8C25582AC4BE59FA99C5]>

Due to funding constraints, no TBRA funding is anticipated.

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

Due to funding constraints, no TBRA funding is anticipated.

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

No preferences or limitations other than income qualifications are utilized for rental housing projects with the exception of the HOME ARP project. This project will have a preference as established within the application for chronically homeless individuals.

Appendix - Alternate/Local Data Sources

1	Data Source Name CDBG Target Area
	List the name of the organization or individual who originated the data set. Staff utilized the data provided by American Community Survey 2016-2020 as directed by HUD for the designation of the Target Area. Only complete block groups were utilized.
	Provide a brief summary of the data set. The data provided by the American Community Survey 2016-2020 the designated area calculates an overall low-mod percentage of 64%.
	What was the purpose for developing this data set? This data set was developed to designate a definite area where comprehensive revitalization would have the opportunity to occur. In reviewing the other potentially areas, the for comprehensive revitalization was not as high and with declining CDBG and HOME funds, designating a smaller area was determined to be in the best interest of the City of Norman by the CDBG Policy Committee.
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? The data is concentrated in one contiguous geographic area.
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? This data set was developed by HUD based upon the ACS data.
	What is the status of the data set (complete, in progress, or planned)? This data set is complete.

2025 (FYE26) COMMUNITY DEVELOPMENT BLOCK GRANT

CDBG 25 (FYE 26) Budget	\$	944,814
	\$	188,962 cap
\$ 186,040 Admin, Planning & MFHC (\$15,000)		
\$ 140,000 Capital Projects		
		\$40,000 Habitat for Humanity
		\$100,000 Norman Affordable Housing Corporation
\$ 55,000 Public Services	\$	141,721 cap
		\$55,000 Housing Navigator (contract with NHA)
\$ 57,462 CDBG Neighborhood Programs		
		Housing Rehabilitation
\$ 506,312		\$224,706 Housing Rehabilitation
		Rehab Delivery Costs
		\$281,606 Rehab Projects
\$ 944,814		

2025 (FYE26) HOME INVESTMENT PARTNERSHIPS

HOME 25 Budget	\$390,065
\$39,000 Administration (\$15,000 MFHC)	
	\$23,432 cap
\$60,000 Community Housing Development Corporation	
	\$35,151 minimum
\$291,065 Affordable Housing Development	
\$390,065	

\$1,334,879 Total Funding Available

File Attachments for Item:

31. CONDUCTING A PUBLIC HEARING FOR CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ADOPTING RESOLUTION R-2425-111: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, DECLARING THAT CERTAIN STRUCTURE(S) IN THE CITY OF NORMAN ARE DILAPIDATED AND DETRIMENTAL TO THE HEALTH, SAFETY, BENEFIT AND WELFARE OF THE GENERAL PUBLIC; DIRECTING THE REMOVAL OF THE STRUCTURE; ESTABLISHING THE DATE IN WHICH THE WORK SHALL BE COMPLETED BY THE OWNER; AND AUTHORIZING THE CITY MANAGER TO TAKE STEPS TO CAUSE THE WORK TO BE COMPLETED BY THE CITY IF NOT COMPLETED BY THE OWNER WITHIN THE DATES SPECIFIED.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: May 13th, 2025

REQUESTER: Anthony Purinton, Assistant City Attorney

PRESENTER: Anthony Purinton, Assistant City Attorney

ITEM TITLE: CONDUCTING A PUBLIC HEARING FOR CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ADOPTING RESOLUTION R-2425-111: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, DECLARING THAT CERTAIN STRUCTURE(S) IN THE CITY OF NORMAN ARE DILAPIDATED AND DETRIMENTAL TO THE HEALTH, SAFETY, BENEFIT AND WELFARE OF THE GENERAL PUBLIC; DIRECTING THE REMOVAL OF THE STRUCTURE; ESTABLISHING THE DATE IN WHICH THE WORK SHALL BE COMPLETED BY THE OWNER; AND AUTHORIZING THE CITY MANAGER TO TAKE STEPS TO CAUSE THE WORK TO BE COMPLETED BY THE CITY IF NOT COMPLETED BY THE OWNER WITHIN THE DATES SPECIFIED.

BACKGROUND:

City Code and State Statute both provide for procedures for a municipality to abate dilapidated buildings that have become detrimental to the health, safety, or welfare of the general public. This agenda item comes before City Council following the determination of various City Staff that the structures located at 1000 N. Interstate Drive are Dilapidated, as defined by both City Code Section 2-204(a) and Title 11 of Oklahoma State Statute section 22-112(c). This staff report is intended to explain the legal framework and authority for condemnation of dilapidated structures by City Council.

Definition of a "Dilapidated Building"

Section 2-204(a) of the Norman City Code defines a "Dilapidated Building" any building that meets one or more of the following:

- (1) A structure which, through neglect or damage, lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that said structure is a hazard to the health, safety or welfare of the general public;
- (2) A structure which is determined by the Code Compliance Officer in conjunction with the Director of Planning and Community Development or his designee to be an unsecured building under NCC 16-303(e), more than three times within any 12-month period;

- (3) A structure which has been boarded and secured under NCC 16-303(e), for more than 18 consecutive months; or
- (4) A structure declared by the municipal governing body to constitute a public nuisance.

For purposes of (2) and (3), the specific terms referenced within each are defined in Code Section 16-303(e) "Health Nuisances":

- (1) The term "boarding and securing" or "boarded and secured" means the closing, boarding or locking of any or all exterior openings so as to prevent entry into the structure.
- (2) The term "unsecured building" means any structure which is not occupied by a legal or equitable owner thereof, or by a lessee of a legal or equitable owner, and into which there are one or more unsecured openings such as broken windows, unlocked windows, broken doors, unlocked doors, holes in exterior walls, holes in the roof, broken basement or cellar hatchways, unlocked basement or cellar hatchways or other similar unsecured openings which would facilitate an unauthorized entry into the structure.

Initial Determination by City Staff

The process for abatement of Dilapidated Building by ordering its removal is set out in both City Code and State Statute. The process is initiated by Code Compliance. Upon inspection or observation of a dangerous or insecure building that meets the definition of a "Dilapidated Building", a City Code Compliance Inspector, with concurrence from the Planning Director (and Fire Marshall, if fire danger exists), can request the City Council order the removal of a building. Once Staff determines a building is Dilapidated, the Code Compliance Officer's written findings are sent to the City Clerk, who sets a date for a public hearing before City Council for the property owner to show cause why the findings should not be adopted.

Hearing Before City Council

The hearing in front of City Council is to provide Council the opportunity to be provided information so that it may make the following determinations related to the subject property: (1) whether the property is dilapidated and has become detrimental to the health, safety, or welfare of the general public and the community, or if the property creates a fire hazard which is dangerous to other property; (2) whether the building, if dilapidated, would be benefited by the removal of such conditions; and (3) whether the dilapidated building should be removed or remain in place with improvements made.

If Council determines that the building should be torn down, Council can order the property owner to be torn down and removed within a reasonable date. Immediately, the City can file a notice of dilapidation and lien against the property. If the owner fails to take property action within the time given, the City can take steps to demolish the property. The cost of demolition will then be a lien against the property, coequal with liens for ad valorem and superior in interest to other liens and titles against the property.

DISCUSSION:

Resolution R-2425-111 is presented to Council for consideration. If adopted, the resolution will serve as the determination and findings of the Council as it relates to the subject property. The resolution, as written, generally makes the following findings: (1) that the building is dilapidated;

(2) that the building is harmful to the health, benefit, and welfare of the public and constitutes a fire hazard; (3) the general public and community benefit from the building being demolished.

In addition to those findings, the resolution would also order the building to be demolished by the owner on or before June 30, 2025, and directs the City Manager to cause the work to be done by the City if the owner fails to demolish the building by that date. Although NCC Section 2-204(d) would normally require a 30-day timeline for the demolition of a dilapidated building, due to the scope of the demolition at issue, the additional time provided ensures the owner is given a reasonable timeframe for the demolition to be completed.

RECOMMENDATION:

Staff is available to answers Council's questions related to the subject property or Resolution R-2425-111.

Resolution

R-2425-111

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, DECLARING THAT CERTAIN STRUCTURE(S) IN THE CITY OF NORMAN ARE DILAPIDATED AND DETRIMENTAL TO THE HEALTH, SAFETY, BENEFIT AND WELFARE OF THE GENERAL PUBLIC; DIRECTING THE REMOVAL OF THE STRUCTURE; ESTABLISHING THE DATE IN WHICH THE WORK SHALL BE COMPLETED BY THE OWNER; AND AUTHORIZING THE CITY MANAGER TO TAKE STEPS TO CAUSE THE WORK TO BE COMPLETED BY THE CITY IF NOT COMPLETED BY THE OWNER WITHIN THE DATES SPECIFIED.

- § 1. WHEREAS, the structure(s) located at 1000 N. Interstate Drive, Norman, Oklahoma, more properly described as Lot 1, Block 1, REPLAT OF SPRING BROOK ADDITION 8, have been determined to be dilapidated by City Staff; and
- § 2. WHEREAS, City Staff, upon finding the condition of the property to be detrimental to the health, safety, and welfare of the general public and the community, submitted said findings to Norman City Council for consideration at a public hearing, recommending condemnation and removal of the structure(s); and
- § 3. WHEREAS, pursuant to a public hearing held by and before the Council of the City of Norman on May 13, 2025, notice of which was posted upon the subject property and mailed with a receipt of mailing to the property owner and mortgage holder at least fifteen (15) days prior, Council has found, based upon the evidence presented, all of which is incorporated herein and made a part hereof for all purposes, that the said structure(s) are dilapidated structure(s), as defined by Title 11 Oklahoma Statute, Section 22-112(C) and Norman City Code, Section 2-204(a); and
- § 4. WHEREAS, the Council further finds and declares that a reasonable date for commencement and the tearing down and removal of said structures shall be on or before May 14, 2025 and that a reasonable date for completion of such work shall be on or before June 30, 2025; and
- § 5. WHEREAS, in the event the required work is not performed by the property owners within the dates specified, the Council desires the City Manager, or his designee, to take further action to cause the required work to be performed by a contractor for the City and to pursue the recovery of costs for such work as provided for by law.

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

- § 6. THAT, as a result of the inspection and observation of the conditions of decay and/or disrepair regarding the structure(s) listed above, it has been determined that the structure(s) are dilapidated, as defined by Title 11 Oklahoma Statute, Section 22-112(C) and Norman City Code, Section 2-204(a), and have become harmful to the health, benefit and welfare of the general public and the community; create a fire hazard to the danger of life and other property; and the general public and the community would be benefitted by the demolition of the structure(s) on the property; and



R-2425-111

- § 7. THAT, the respective owners of said structures are hereby ordered and directed to complete such work within the dates specified below; and
- § 8. THAT, the respective owners of said structures are hereby ordered and directed to complete the demolition and removal of the structures, such work shall be commenced by said owners on or before May 14, 2025 and shall be completed on or before June 30, 2025.
- § 9. THAT, in the event the required work is not performed by the property owners within the dates specified, the Council does hereby authorize the City Manager, or his designee, to solicit for bids on such required work and is hereby directed to award said contract to the lowest and best bidder in order to cause the required work to be performed by a contractor for the City.

PASSED AND ADOPTED this ____ day of _____, 2025.

Mayor

ATTEST:

City Clerk



The City of NORMAN

201 West Gray, Bldg. • P.O. Box 370
Norman, Oklahoma 73069 • 73070

Item 31.

OFFICE OF THE CITY CLERK
Phone: 405-366-5406

April 22, 2025

FIRST BANK & TRUST CO.
Norman Main Banking Center
2330 36th Ave. NW
Norman, OK 73070-1450

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

RE: 1000 N. INTERSTATE DRIVE, NORMAN, OK 73072

Dilapidated & Unsafe structure – Notice of Council Hearing for Condemnation & Demolition

Dear FIRST BANK & TRUST CO.:

This is to notify you that, in accordance with Section 2-204 of the Norman City Code (see enclosed copy) and Title 11 O.S. § 22-112 of Oklahoma State statutes, the Planning and Community Development Department and the Fire Marshal have determined that the building located at 1000 N. Interstate Drive is dilapidated and has become detrimental to the health, safety or welfare of the public. Enclosed with this notice are the written findings from those departments. City Council shall hold a public hearing to decide whether to adopt these findings and, if so, to determine whether to order condemnation and demolition of the dilapidated structure. At the hearing you will be allowed to an opportunity to be heard by City Council to show cause why the findings should not be adopted and/or why the structure should not be condemned.

The hearing will be held during the City Council meeting scheduled for May 13, 2025, at 6:30 p.m. at the Norman City Council Chambers, located at 201 W. Gray Street in Norman, Oklahoma. Please arrange to attend this important meeting, or to send a representative.

If the property records are incorrect and you are no longer the property owner, taxpayer, mortgage holder, or holder in any other interest of this property, or if you should need additional information, please contact Anthony Purinton, Assistant City Attorney, at 405-366-5427.

Sincerely,

Brenda Hall
City Clerk

(Enclosure)

Certified Mail: 9489 0090 0027 6639 7128 15

2-204 Removal Of Dilapidated Buildings

(a) The term "dilapidated building" means:

- (1) A structure which, through neglect or damage, lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that said structure is a hazard to the health, safety or welfare of the general public;
- (2) A structure which is determined by the Code Compliance Officer in conjunction with the Director of Planning and Community Development or his designee to be an unsecured building under NCC 16-303(e), more than three times within any 12-month period;
- (3) A structure which has been boarded and secured under NCC 16-303(e), for more than 18 consecutive months; or
- (4) A structure declared by the municipal governing body to constitute a public nuisance.

(b) Whenever a Code Compliance Inspector determines that a building or structure is dilapidated, and such decision is concurred in by the Director of Planning and Community Development, or his designee, and by the Fire Marshal when there has been a fire or may be a threat of potential fire, the written findings of these officers shall be sent to the City Clerk to set a date for a hearing before Council, said hearing to allow the record owner of the property to show cause why the findings of the authorities should not be adopted by the City Council.

(c) Notice of said hearing shall be sent by certified mail with return receipt requested to the property owner at the address shown by the current year's tax rolls in the office of the County Treasurer. Written notice shall also be mailed to any mortgage holder as shown by the records in the office of the County Clerk to the last-known address of the mortgagee. A copy of the notice shall also be posted on the property to be affected. Said notices shall be mailed and posted at least 15 days prior to the date of the hearing.

(d) After the hearing, the Council shall make a determination as to whether the structure is dilapidated and should be removed or shall remain with improvements made. The written findings of the Council shall be sent by certified mail to the property owner and mortgage holder. If the structure is determined dilapidated, the findings shall reflect that the property owner must remove the dilapidated structure no later than 30 days after the hearing, and the property shall be posted to reflect said findings. The City Clerk shall immediately file a notice of lien with the County Clerk, describing the property and the findings of the City Council at the hearing and stating that the municipality claims a lien on said property for the destruction and removal costs, should the owner not remove the dilapidated structure.

(e) Upon the failure by the property owner to remove the structure within the 30-day period, the City shall commence destruction and removal of the dilapidated structure. All materials salvageable shall be sold at private or public sale, and the proceeds from those sales shall defray the costs of the City. The actual cost of dismantling and removing and any other administrative expenses that may be necessary with the dismantling and removing of the buildings, including the cost of notice and mailing, shall be determined by the City Council; and a statement shall be mailed to the owner of the property.

(f) If payment is not made within six months from the date of the mailing of the certificate, the City Clerk shall forward a certified statement of the amount of the cost to the County Treasurer. The cost and interest thereon shall be a lien against the property from the date the notice of the lien is filed with the County Clerk. Said lien shall be coequal with the lien of ad valorem taxes and all other taxes and special assessments and shall be prior and superior to all other titles and liens against the property.

- (g) At any time prior to collection, as provided for in this section, the City may pursue any remedy for collection of the amount owing and the interest thereon.
- (h) Nothing in the provisions of this section shall prevent the City from abating a dilapidated building as a nuisance or otherwise exercising its police power to protect the health, safety or welfare of the general public.

(Code 1976, § 2-204; Ord. No. O-7475-55; Ord. No. O-8081-31; Ord. No. O-8788-40; Ord. No. O-9697-1; Ord. No. O-0102-10; Ord. No. O-0506-52; Ord. No. O-1314-14, § 2)

HISTORY

Adopted by Ord. O-2223-23 on 2/28/2023

STATE OF OKLAHOMA }
CLEVELAND COUNTY } SS

I hereby certify this to be a true and exact copy of Sec. 2-204 of the

Code of Ordinances of the City of Norman
Brenda Hall
City Clerk





The City of NORMAN

201 West Gray, Bldg. • P.O. Box 370
Norman, Oklahoma 73069 • 73070

Item 31.

OFFICE OF THE CITY CLERK
Phone: 405-366-5406

April 22, 2025

NORMAN HOSPITALITY, INC
PO BOX 22845
OKLAHOMA CITY, OK 73123-1845

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

RE: 1000 N. INTERSTATE DRIVE, NORMAN, OK 73072

Dilapidated & Unsafe structure – Notice of Council Hearing for Condemnation & Demolition

Dear NORMAN HOSPITALITY, INC:

This is to notify you that, in accordance with Section 2-204 of the Norman City Code (see enclosed copy) and Title 11 O.S. § 22-112 of Oklahoma State statutes, the Planning and Community Development Department and the Fire Marshal have determined that the building located at 1000 N. Interstate Drive is dilapidated and has become detrimental to the health, safety or welfare of the public. Enclosed with this notice are the written findings from those departments. City Council shall hold a public hearing to decide whether to adopt these findings and, if so, to determine whether to order condemnation and demolition of the dilapidated structure. At the hearing you will be allowed to an opportunity to be heard by City Council to show cause why the findings should not be adopted and/or why the structure should not be condemned.

The hearing will be held during the City Council meeting scheduled for May 13, 2025, at 6:30 p.m. at the Norman City Council Chambers, located at 201 W. Gray Street in Norman, Oklahoma. Please arrange to attend this important meeting, or to send a representative.

If the property records are incorrect and you are no longer the property owner, taxpayer, mortgage holder, or holder in any other interest of this property, or if you should need additional information, please contact Anthony Purinton, Assistant City Attorney, at 405-366-5427.

Sincerely,

Brenda Hall
City Clerk

(Enclosure)

Certified Mail: 9489 0090 0027 6639 7128 22

2-204 Removal Of Dilapidated Buildings

(a) The term "dilapidated building" means:

- (1) A structure which, through neglect or damage, lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that said structure is a hazard to the health, safety or welfare of the general public;
- (2) A structure which is determined by the Code Compliance Officer in conjunction with the Director of Planning and Community Development or his designee to be an unsecured building under NCC 16-303(e), more than three times within any 12-month period;
- (3) A structure which has been boarded and secured under NCC 16-303(e), for more than 18 consecutive months; or
- (4) A structure declared by the municipal governing body to constitute a public nuisance.

(b) Whenever a Code Compliance Inspector determines that a building or structure is dilapidated, and such decision is concurred in by the Director of Planning and Community Development, or his designee, and by the Fire Marshal when there has been a fire or may be a threat of potential fire, the written findings of these officers shall be sent to the City Clerk to set a date for a hearing before Council, said hearing to allow the record owner of the property to show cause why the findings of the authorities should not be adopted by the City Council.

(c) Notice of said hearing shall be sent by certified mail with return receipt requested to the property owner at the address shown by the current year's tax rolls in the office of the County Treasurer. Written notice shall also be mailed to any mortgage holder as shown by the records in the office of the County Clerk to the last-known address of the mortgagee. A copy of the notice shall also be posted on the property to be affected. Said notices shall be mailed and posted at least 15 days prior to the date of the hearing.

(d) After the hearing, the Council shall make a determination as to whether the structure is dilapidated and should be removed or shall remain with improvements made. The written findings of the Council shall be sent by certified mail to the property owner and mortgage holder. If the structure is determined dilapidated, the findings shall reflect that the property owner must remove the dilapidated structure no later than 30 days after the hearing, and the property shall be posted to reflect said findings. The City Clerk shall immediately file a notice of lien with the County Clerk, describing the property and the findings of the City Council at the hearing and stating that the municipality claims a lien on said property for the destruction and removal costs, should the owner not remove the dilapidated structure.

(e) Upon the failure by the property owner to remove the structure within the 30-day period, the City shall commence destruction and removal of the dilapidated structure. All materials salvageable shall be sold at private or public sale, and the proceeds from those sales shall defray the costs of the City. The actual cost of dismantling and removing and any other administrative expenses that may be necessary with the dismantling and removing of the buildings, including the cost of notice and mailing, shall be determined by the City Council; and a statement shall be mailed to the owner of the property.

(f) If payment is not made within six months from the date of the mailing of the certificate, the City Clerk shall forward a certified statement of the amount of the cost to the County Treasurer. The cost and interest thereon shall be a lien against the property from the date the notice of the lien is filed with the County Clerk. Said lien shall be coequal with the lien of ad valorem taxes and all other taxes and special assessments and shall be prior and superior to all other titles and liens against the property.

- (g) At any time prior to collection, as provided for in this section, the City may pursue any remedy for collection of the amount owing and the interest thereon. Item 31.
- (h) Nothing in the provisions of this section shall prevent the City from abating a dilapidated building as a nuisance or otherwise exercising its police power to protect the health, safety or welfare of the general public.

(Code 1976, § 2-204; Ord. No. O-7475-55; Ord. No. O-8081-31; Ord. No. O-8788-40; Ord. No. O-9697-1; Ord. No. O-0102-10; Ord. No. O-0506-52; Ord. No. O-1314-14, § 2)

HISTORY

Adopted by Ord. O-2223-23 on 2/28/2023

STATE OF OKLAHOMA }
CLEVELAND COUNTY } SS

I hereby certify this to be a true and exact copy of Sec. 2-204 of the

Code of Ordinances of the City
of Norman Brenda Hall
City Clerk






CITY OF NORMAN, OK STAFF REPORT

DATE: 04/18/2025

FROM: Janita Hatley, Code Compliance Supervisor

THROUGH: Jane Hudson, Planning & Community Development Director 

TO: Darrel Pyle, City Manager
Brenda Hall, City Clerk

SUBJECT: DILAPIDATED BUILDING LOCATED AT 1000 N. INTERSTATE DRIVE.

BACKGROUND: The six-story hotel at 1000 N. Interstate Drive, built in 1984 with 150 guest rooms, operated for many years as a Sheraton Hotel, Holiday Inn and more recently, as The Norman Hotel. The Norman Hotel closed operations in late 2016 or early 2017.

Code Violation History:

Since 2017, Code Compliance has addressed 56 code violations on the property. These include unsafe structure; health violations related to limbs, trash and debris; abandoned inoperable vehicles; dilapidated fence; graffiti on exterior; tall grass/weeds and more. The most frequent violation has been the structure being unsecured, which has occurred 14 times since the building became vacant. The City abated and boarded up the structure on 8 occasions, and the owner voluntarily secured the structure six times. In the past twelve months, the City has secured the structure on 4 occasions – April 2024, July 2024, and February 2025 and again in March 2025.

The history of Unsafe Structure notifications sent to the property owner further emphasizes the severity of the situation and the ongoing risks posed by the building. Here are the key points based on the timeline of these letters:

1. August 21, 2017 – First Unsafe Structure Letter:
 - a. Hazardous Violations Identified: The Fire Department's response to an alarm revealed significant hazards at the property, including a gas leak, non-functioning fire alarm, and electrical hazards. These violations posed a serious threat to the safety of anyone in or around the building.
 - b. Disconnection of Utilities: In response to the severity of the situation, the Fire Marshal ordered the disconnection of gas and electrical services, further highlighting the dangerous conditions within the structure.

2. December 16, 2021 - Second Unsafe Structure Letter:

- a. Continued Hazards: Despite multiple attempts by the owner to rectify the situation through renovation permits, the structure remained in a state of disrepair with ongoing safety hazards. The building was frequently unsecured, which allowed for trespassing, vandalism, and additional safety concerns.
- b. Failure to Comply: The owner's failure to bring the property into compliance, even after obtaining renovation permits and promising action, further aggravated the situation, leading to the issuance of this second Unsafe Structure letter.

These notifications underscore the building's prolonged state of disrepair and the repeated failure of the owner to address the hazardous conditions. The continuous neglect of these issues, coupled with the structure's potential to cause serious harm to the public, further supports the recommendation for declaring the building a dilapidated structure and moving forward with demolition.

A notice to the owner dated August 18, 2020, required installation of a fence around the dilapidated and unsafe structure. The fence was installed and remains in place today. The intent was to keep trespassers from entering the property and attempt to contain any falling debris from the building. The frequently damaged fence reveals that it is not completely successful in protecting the structure.

Police Department Records Summary:

Records from the Police Department indicate a significant history of calls for service at this location, with a total of 145 incidents reported since 2016. Among these, 31 criminal charges have been filed, involving a wide range of offenses. Some of the most common offenses identified include:

- Larceny
- Burglary/Breaking & Entering
- Drug Equipment Violations
- Trespassing
- Warrants
- Destruction, Damage, and Vandalism of Property

DISCUSSION: City Code authorizes the City Council to determine whether a structure is dilapidated and should be removed, if certain conditions are met:

2-204 Removal of Dilapidated Buildings

(a) The term "dilapidated building" means:

1. A structure which, through neglect or damage, lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that said structure is a hazard to the health, safety or welfare of the general public;
2. A structure which is determined by the Code Compliance Officer in conjunction with the Director of Planning and Community Development or his designee to be an unsecured building under NCC 16-303(e), more than three times within any 12-month period;
3. A structure which has been boarded and secured under NCC 16-303(e), for more than 18 consecutive months; or

4. A structure declared by the municipal governing body to constitute a public nuisance.

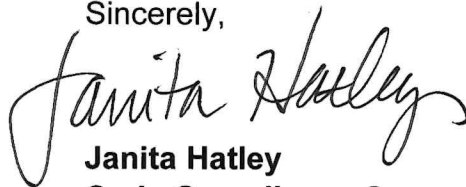
The structure has remained in a state of decay and dilapidation, and continues to pose a hazard to the health, safety and welfare to the general public. As stated before, the structure has been unsecured and open 14 times since the hotel discontinued operations. There is evidence, inside the structure, of repeated vandalism and trespassing with graffiti throughout the interior as well as fecal matter, trash and debris scattered about.

It is a dangerous and unsafe building to all who enter with the dilapidation, decay, mold, and the interior demolition that has left the 2nd floor completely open which would allow for anyone to simply fall off and suffer severe injuries. It would be an extremely unsafe structure for any Emergency Responders to enter, especially if filled with smoke in the case of a fire.

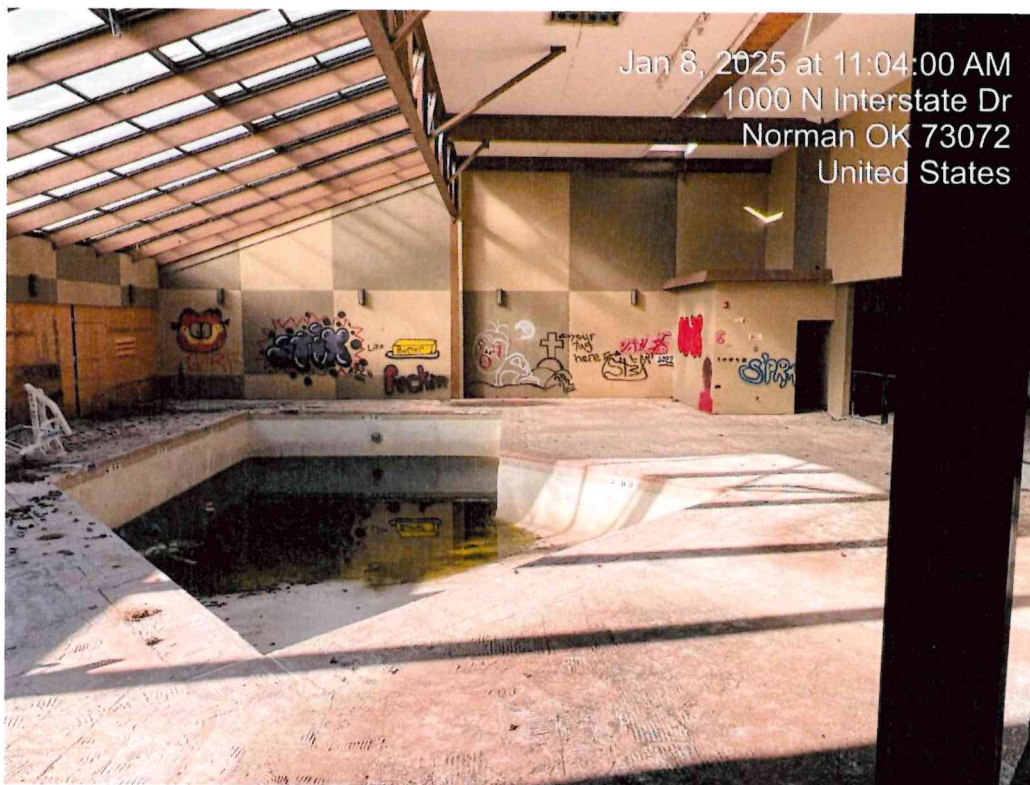
RECOMMENDATION: The current state of the building presents a significant risk to public safety, health and welfare. As such, staff recommends that the City Council declare the structure a Dilapidated Building and move forward with the demolition and removal process.

The persistent and worsening condition of the building has reached a point where demolition is the most effective and responsible course of action for ensuring the safety of the surrounding community.

Sincerely,



Janita Hatley
Code Compliance Supervisor



Interior photo of swimming pool with stagnant water, trash & graffiti in the area. 1-8-2025



Exterior view of broken cover/windows over pool area 1-8-25



Exterior photo showing additional damage to pool covering 3-14-25



Unsecured entry on West side of building 3-14-25



2nd floor broken windows and 1st floor boarded windows/doors 1-8-2025



Looking up at 2nd floor from the ground floor 1-8-2025



North East view showing boarded up doors 1st floor and broken windows on upper floors
3-14-25



West view showing broken & boarded up windows on upper floors - 3-14-25



North West view showing broken windows on upper floors and boarded windows on the end
3-14-25



North view showing Boarded up Doors 1st floor and the Fence required by the City
3-14-25



CITY OF NORMAN, OK STAFF REPORT

DATE: 04/18/2025

FROM: Greg Clark, Development Services Manager

THROUGH: Jane Hudson, Planning & Community Development Director

TO: Darrel Pyle, City Manager
Brenda Hall, City Clerk

SUBJECT: DILAPIDATED BUILDING LOCATED AT 1000 N. INTERSTATE DRIVE.

BACKGROUND: Records indicate the building at 1000 N. Interstate Drive was built in 1984 as a 6-story hotel. The ground floor was originally conference and assembly spaces with the 5-floors above containing guest rooms. As recent as 2011, the hotel was operated under the name of Holiday Inn.

The purpose of this report is to provide history and documentation of the condition of the building located at 1000 Interstate Drive to the Norman City Council, in an effort to provide background with respect to whether the building qualifies as a dilapidated building per Section 2-204 of the City of Norman Municipal Code.



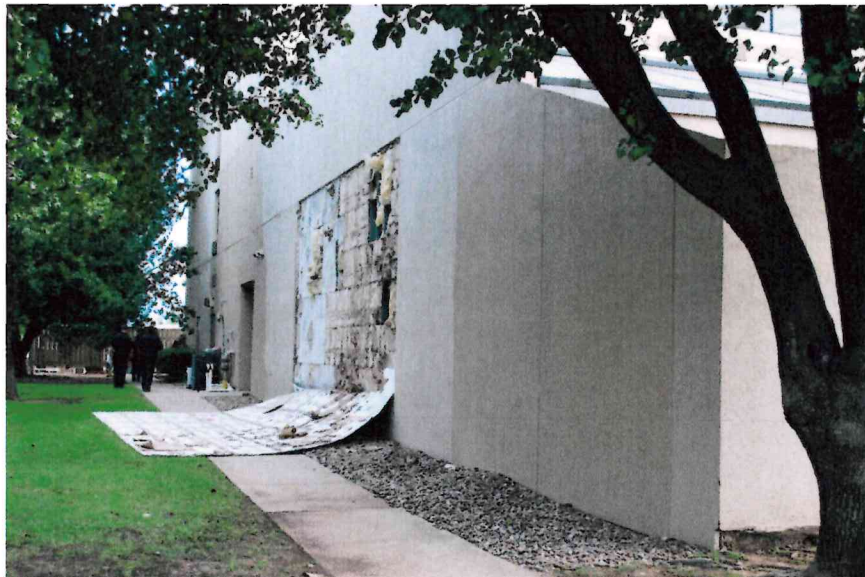
(Google Street View October 2011)

The building is owned by Norman Hospitality, Inc. and Country Records indicate they purchased the property in February of 1997. While we do not have an exact date the building stopped functioning as a hotel, it appears likely, based on the photos, that it stopped functioning in 2016.



(Google Street View October 2016)

In August of 2017, the City of Norman Code Compliance Division sent a notice of unsafe structure to the owners. The Norman Fire Department ordered that the utility meters be disconnected in advance of this notification. After receiving the notice, Norman Hospitality representatives communicated by email¹ dated 8/29/17 indicating they understood the building was defective and provided a list of action items they would follow. While some of the action items were followed up, to date, many of the items on the action list were not addressed.



(Google Street View October 2017)



(Norman Fire Department Photos 8/16/2017)



(Norman Fire Department Photos 8/16/2017)



(Norman Fire Department Photos 8/16/2017)

From August 2017 to April of 2018, there was some evidence of activity – dumpsters were rented for the site from the City of Norman on several occasions. In April of 2018, a permit

was applied for to restore the building. The scope of work was to remodel/repair the building, which included a detailed report by a building hygienist JH Held, that detailed areas throughout the building that required repair due to moisture damage from the envelope of the building not repelling moisture. While the application was submitted in April of 2018, the permit was not issued until May of 2019. While there can be a number of variables with a permit application, this is a rather long duration for a permit application to be in review. The bulk of this time was City Staff waiting on responses from the applicant on plan review questions.

In September of 2019, it was reported and observed that there were further concerns regarding the structure. Multiple structural columns at the south drive-through had columns that were clearly defective, most likely because of moisture issues with excessive rust prevalent.

With no inspections occurring on the restoration building permit, coupled with the new structural concerns observed regarding the defective columns, the restoration permit was considered abandoned and the application expired on 11/17/2019.



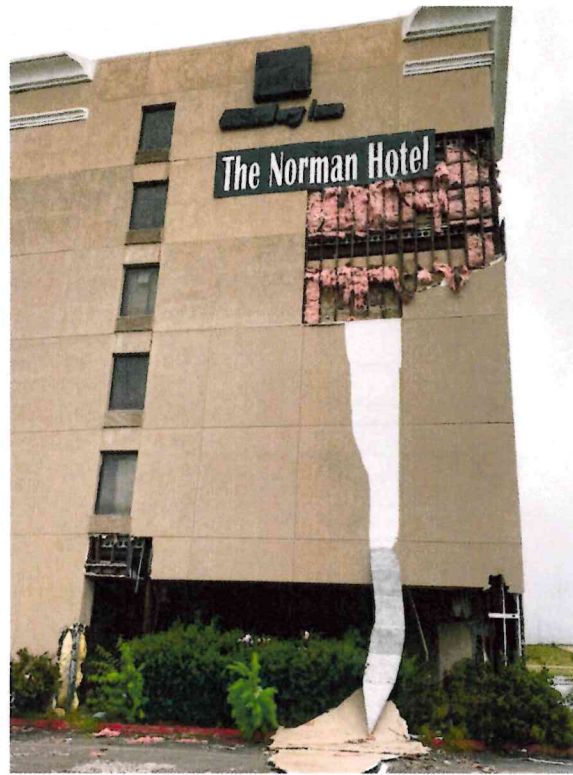
(9/19/2019 photos of a columns at the south drive through by Building Inspector)



(9/19/2019 photos of a columns at the south drive through by Building Inspector)

On December 16, 2019, it was noted by Norman Fire Department staff by email² to Norman Hospitality that there had been multiple alarm calls, break-ins, further damage to the building from copper theft, and a flood event. This collection of activities resulted in Norman Fire Department again having the utilities disconnected, including electrical and water service. Other than temporary electrical power to provide some temporary lighting, the site has not had any permanent services since this time (Sewer, Water, Gas, and Electrical).

During 2020, there were no notable improvements to the structure. In fact, the structure appeared further deteriorated. The most dramatic evidence was continued deterioration of exterior wall coverings. On November 19 2020,³ staff emailed Norman Hospitality representatives informing them that condemnation proceedings would begin.



(South façade wall covering failure. 9/1/2020 provided by a neighboring business)

Norman Hospitality followed up on the structural column issue with an application of a structural repair permit on December 17, 2020. The permit was issued on February 8, 2020 and the work and permit were closed out on April 29, 2021.

With limited efforts being made to make the building safe and functional, staff visited the site on July 7, 2021 and observed further deterioration of the building. This was documented to Norman Hospitality representatives in an email on July 8, 2021⁴. In this communication staff requested timelines for significant bench marks for the project's future. Norman Hospitality representatives responded on July 12, 2021⁵ by email indicating the following:

- Demolition work would be complete by August 2021
- Drawings including a request for permit would be complete by September 2021
- Project restoration to be concluded by July 2022.

Staff collectively accepted this timeline but noted that if they failed to comply with the timelines staff would pursue declaring the building unsafe.

In October of 2021, the proposed timeline had already missed the benchmark of submission of plans and permit application. Staff requested a site meeting to better document the conditions inside the building to establish a record of the condition of the building interior. Staff met on 10/13/2021 and walked some of the building. Below are a few of many photos from the walkthrough.



(10-13-21 photos from walkthrough by Building Official)



(10-13-21 photos from walkthrough by Building Official)



(10-13-21 photos from walkthrough by Building Official)



(10-13-21 photos from walkthrough by Building Official)



(10-13-21 photos from walkthrough by Building Official)

After the staff site visit on 10/13/21 and the building having to be secured repeatedly by the City of Norman, a “Notice of Unsafe Structure”⁶ was issued on 12/16/2021. The “Notice of Unsafe Structure”⁶ is a comprehensive document that details how the structure is unsanitary, has deficient means of egress, inadequate light and ventilation, has fire hazards, inadequate maintenance and is otherwise dangerous to human life or public welfare. The notice further details the steps required to remedy the multitude of concerns. The notice also required that the existing building be inspected by an engineer to determine whether the existing building was structurally safe at this time and safe for any current or future work, should that occur. This notice required remedies no later than August 31 of 2022, or the owner was to provide an alternative proposal or timeline for consideration by the City of Norman.

After this “Notice of Unsafe Structure”⁶ was issued, City of Norman staff and Norman Hospitality representatives met on several occasions and corresponded about the notice. On 4-29-22 Norman Hospitality provided an engineer’s report from Larry Schmalz, PE⁷ documenting the building was still capable of carrying the anticipated loads that it was designed. On accepting the report, we requested an updated schedule per the terms of the “Notice of Unsafe Structure”. On June 20th 2022 an email⁸ was sent with a project schedule indicating the building would be made safe with a completion date of June 30, 2023. City of Norman staff accepted this proposal to make the building safe.



(Site Visit 7-27-23. Photo by Building Official)

Through the remainder of 2022 and the first half of 2023 there were no signs of any interior improvements to the structure. Staff pressed the owners several times for clarification on the lack of progress. On June 15 of 2023, plans were submitted for improvements to the structure. While the plans were in review, City of Norman staff required Norman Hospitality to provide a new timeline to make the building safe. Per email and attachment on July 17, 2023⁹ the owner proposed a revised completion deadline of 12/23/24. Staff accepted the revised timeline with hopes that the permit application and issuance was showing good faith to move the building forward. Staff performed reviews timely on the plans; however, the permit process was prolonged due to the owner's delayed responses and correction of plan review items. Eventually, the owner responded and submitted corrected plan documents and the permit was ready for issuance. The fees for the permit were paid and the restoration permit was issued 4/19/24.

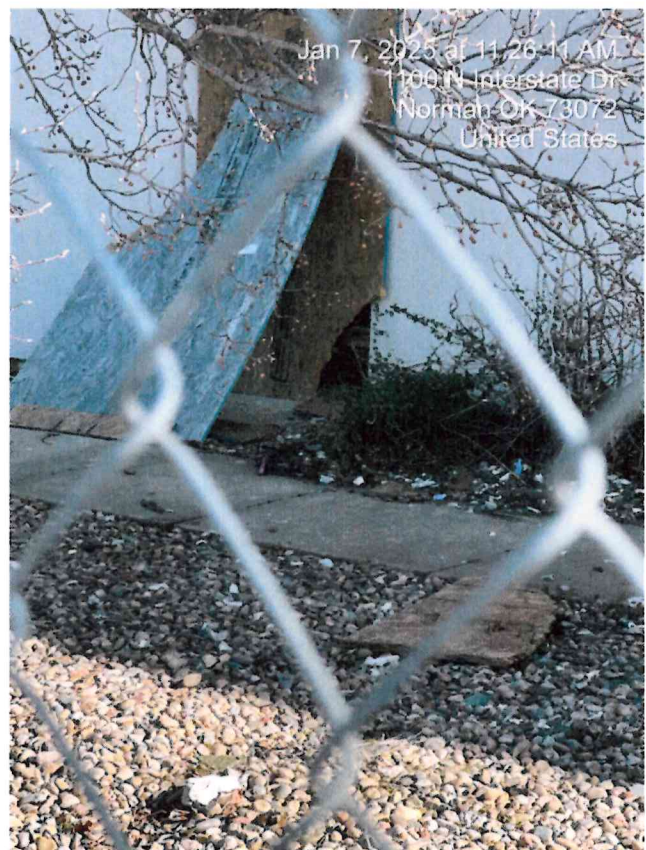
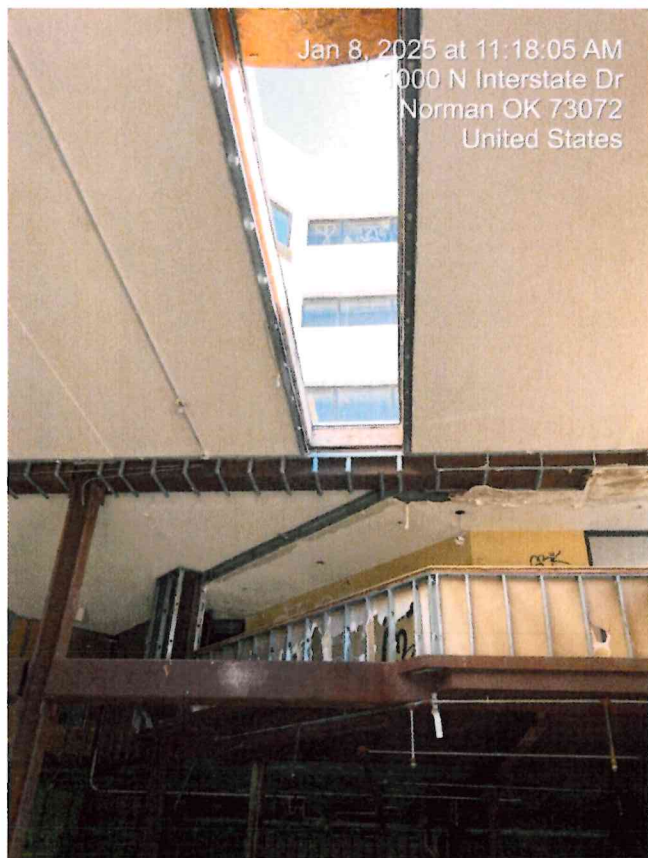
The owner/builder requested no inspections after the permit was issued in April of 2024. With no activity and the revised deadline of 12/23/24 passing, staff informed Norman Hospitality the permit was now expired and they were outside the deadline they provided in accordance with the "Notice of Unsafe Structure"⁶. Staff requested to visit the site to see its current condition. On 1/8/2025 staff visited the site. The condition of the site appeared deteriorated from our prior visit from 2023. There was more graffiti, broken glass, human waste and general vandalism throughout the structure. If there were any improvements made in the scope of the permit, it was unlikely and certainly not evident.

On 1/07/2025, Ocean Ridge (representing Norman Hospitality) submitted a request for an extension of the permit by email.¹⁰ A revised schedule was provided by email¹⁰ on 1/10/25 with a proposed completion date of 12/22/2025. After review of the request, staff rejected the extension by email on 1/13/2025 and provided further clarifications to the rejection by email¹¹ on 1/14/2025. While there were a number of reasons to not allow the extensions, the primary reason was the request did not differ in a significant way from the multiple documented previous requests: it was a pledge to perform a duty with nothing tangible to suggest this would

actually occur. And further, as the property owner stated in their extension request¹⁰ a lender change has impacted their ability to proceed as they seek new financing.



(1/8/2025 site visit. Photos by Code Inspectors)



(1/7/2025 and 1/8/2025 site visit. Photos by Code Inspectors)



(1/8/2025 site visit. Photos by Code Inspectors)

CONCLUSION: The purpose of the report is to provide information and context to determine if a building is a dilapidated building as defined by 2-204 of the City of Norman Municipal Code.

From Section 2-204 of the Municipal Code.

The term "dilapidated building" means a building would have one or more of the following conditions.

1. A structure which, through neglect or damage, lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that said structure is a hazard to the health, safety or welfare of the general public;
2. A structure which is determined by the Code Compliance Officer in conjunction with the Director of Planning and Community Development or his/her designee to be an unsecured building under NCC 16-303(e), more than three times within any 12-month period;
3. A structure which has been boarded and secured under NCC 16-303(e), for more than 18 consecutive months; or
4. A structure declared by the municipal governing body to constitute a public nuisance.

Other staff will better articulate and provide support for items 2 and 3 of these conditions. However, based on all evidences in the history and itemized detail in the "Notice of Unsafe Structure"⁶ from 12/16/21, the building is a dilapidated building, which continues to be neglected.

The building continues to decay, and there have been limited or no repairs. The building is a hazard to the public.

There have been a number of documented timelines provided by Norman Hospitality and their representatives. Below is a summary of some of the written timelines provided to remedy the building.

- 7/12/21: Timelines provided by Ocean Ridge indicated a completion date of 07/2022
- 01/13/22: Initial response to the "Unsafe Building Notice" by Premiere indicating a 07/31/22 completion date
- 6/27/22: Owners representative of Premiere revised the completion date in the "Unsafe Building Notice" to 6/30/2023⁸
- 10/17/22: Owners representative requesting a revised completion date of 10/30/23
- 7/17/23: Owners representative requesting a revised completion date of 12/23/24⁹

With improvements to the interior spaces of limited scope or none and the failure to remotely comply with timelines that the owners and their representatives have set, it is difficult for me to project a path forward with current ownership of the building.

Additionally, as the building has been declared an unsafe building in accordance with the International Building Code and the building owners continue to fail to remedy the conditions outlined in the notice within the agreed upon timelines, there is further cause to require it to be demolished.

Sincerely,



Greg Clark
Development Services Manager

(Enclosure)



Date: March 3, 2025
To: City of Norman Council Members
From: Norman Fire Department Prevention Division
Subject: Request for Action – 1000 North Interstate Drive

Members of the City Council,

The Norman Fire Department Prevention Division is bringing to your attention significant safety concerns regarding the structure located at 1000 North Interstate Drive. In accordance with the City of Norman's adoption of the International Fire Code (IFC), Section 111, the Norman Fire Marshal has determined this building to be unsafe due to several critical hazards, outlined below:

1. **Deteriorated Building Condition** – The deteriorated condition of the structure creates a life-threatening hazard, not only for trespassers but also for firefighters and emergency responders should an incident occur.
 - a. An initial fire inspection was conducted in August 2017 to assess the safety of the structure. A report was issued to the property representatives, identifying several corrective actions to address.
 - b. These violations were not addressed, leading to the Fire Marshal exercising authority under International Fire Code (IFC) 113.1, "*Authority to Disconnect Service Utilities.*" As a result, no utilities have been active at this property since 2019.
 - c. In accordance with IFC 111.2, the structure was ordered to be evacuated and remain unoccupied until the following conditions were met:
 - i. A correction plan was approved.
 - ii. No serious life safety hazards were present, as determined by the authority having jurisdiction.
 - d. Despite the structure presenting significant deficiencies during the initial 2017 inspection, it has continued to deteriorate with no signs of improvement.
2. **Unsecured Access and Illegal Entry** – The property is being accessed by unauthorized individuals, increasing the risk of criminal activity, potential injury, and potential liability concerns for the City.
 - a. It is apparent that security measures to prevent unauthorized access have been overcome by trespassers.
 - b. Extreme hazards are present to trespassers and first responders due to the lack of fire protection systems, fall restraints, and emergency egress illumination.
3. **Compromised Fire Protection Systems** – The building's fire protection systems have been vandalized and/or removed, leaving the structure highly vulnerable to fire with no means of suppression or early detection.
 - a. The building owner was notified of the issues with the fire protection system as early as August of 2017. Again in May of 2018, and as recent as April 2024.
 - b. Fire Sprinkler plans were submitted, reviewed, and approved February 2022 with no work conducted. Though a permit was submitted and approved on April 2024, the

requirement for fire standpipes to be in working order throughout the renovation project. International Fire Code (IFC) 3313.1 was never completed.

- c. As the City continued to support the rehabilitation effort, the requirement for working standpipes was continually communicated to the property owner(s).
- d. The conditions of the existing fire protection systems have increasingly diminished since the last recorded third-party inspection dated June/July 2017.

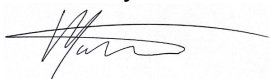
The structure has deteriorated due to neglect and the lack of necessary repairs, reaching a state of decay or partial ruin.

- No active utilities:
 - No water to the structure for fire attack
 - No electricity causing low visibility
- Lack of fire protection systems:
 - All fire sprinkler, standpipe, and fire alarm components have been removed
- Missing fall restraints:
 - No adequate stairwell restraints
 - No fall protection from second floor overlooking the first floor
- Unknown occupants:
 - With unknown trespassers accessing the structure, this building would require a Primary and Secondary search during a fire event to ensure no occupants were not inside.

This condition now poses a significant hazard to the health, safety, and welfare of the public, as well as to emergency responders. Given these critical safety concerns, we strongly urge the City Council to take immediate action to address the ongoing danger the building presents. Proactive measures will help prevent potential injuries, reduce fire hazards, and enhance public safety while also protecting emergency services personnel.

We appreciate your attention to this urgent matter and are available to provide further information or discuss the necessary steps for remediation. Please do not hesitate to contact the Prevention Division at 405-307-7218 with any questions.

Sincerely,



Matthew Elliott
Fire Marshal
Norman Fire Department
Matthew.Elliott@NormanOK.gov
405-307-7101



Aaron Easter
Planning Officer
Norman Fire Department
Aaron.Easter@NormanOK.gov
405-366-5242

File Attachments for Item:

32. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-22 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 ONE (1), IN BLOCK TWO (2), OF EAST LINDSEY PLAZA SECTION 5, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1451 12TH AVENUE SOUTHEAST)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/13/2025

REQUESTER: Tinker Federal Credit Union

PRESENTER: Jane Hudson, Planning & Community Development Director

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-22 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 ONE (1), IN BLOCK TWO (2), OF EAST LINDSEY PLAZA SECTION 5, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1451 12TH AVENUE SOUTHEAST)

APPLICANT/REPRESENTATIVE	Tinker Federal Credit Union
LOCATION	1451 12th Avenue SE
WARD	1
CORE AREA	No
REQUESTED ACTION	Rezoning to SPUD to allow for the development of a second parcel
LAND USE PLAN DESIGNATION	Commercial
GROWTH AREA DESIGNATION	Current Urban Service Area

BACKGROUND: The subject property's current SPUD, Simple Planned Unit Development, Ordinance O-1920-11, was approved in 2019. The existing SPUD included one building to be used as a Tinker Federal Credit Union with an accompanying parking lot. The remainder of the lot was left vacant. The applicant is requesting an amendment to the SPUD to accommodate the proposed changes to the subject lot, site plan, and uses. A Short Form Plat request will follow the zoning request, should it be approved by Council. The proposed changes will divide the three acre subject property into two lots. The second lot contains a parking lot and location for a

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PROCEDURAL REQUIREMENTS:

GREENBELT MEETING: This property is already platted, therefore Greenbelt is not a requirement for this request.

PRE-DEVELOPMENT: A Pre-Development meeting is not required for this application.

BOARD OF PARKS COMMISSIONERS: This project does not require a Board of Parks Commissioners request.

ZONING ORDINANCE CITATION:

Section 36-510 SPUD, SIMPLE PLANNED UNIT DEVELOPMENTS

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

The SPUD may be used for particular tracts or parcels of land that are to be developed, according to a SPUD Narrative and a Development Plan Map and contains less than five (5) acres.

The SPUD is subject to review procedures by Planning Commission and adoption by City Council.

2. Statement of Purpose. It is the intent of this section to encourage developments with a superior built environment brought about through unified development and to provide for the application of design ingenuity in such developments while protecting existing and future surrounding areas in achieving the goals of comprehensive plan of record. In addition the SPUD provides for the following:

Encourage efficient, innovative use of land in the placement and/or clustering of buildings in a development and protect the health, safety and welfare of the community.

Contribute to the revitalization and/or redevelopment of areas where decline of any type has occurred. Promote infill development that is compatible and harmonious with adjacent uses and would otherwise not be an area that could physically be redeveloped under conventional zoning.

Maintain consistency with the City's Zoning Ordinance, and other applicable plans, policies, standards and regulations on record.

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

STAFF ANALYSIS:

USE: The allowable uses for this SPUD are included in the SPUD Narrative under Section II Development Plan and Design Concept. The uses are generally commercial in nature. The allowable uses have been updated to include the use of an indoor athletic facility.

SITE PLAN/ACCESS: The proposed Site Development Plan shows existing access points off of U.S. Highway 77 (12th Ave. SE) and Commerce Dr. The new access point off of Eastgate Dr. will be used to access the proposed parking lot for Lot 2. There is one proposed building on Lot 2.

PARKING: The SPUD Narrative states that parking on site will comply with the City of Norman's applicable parking ordinances, as amended from time to time.

LANDSCAPING: The project area will feature 5' landscape buffer along Eastgate Dr. and a 20' Landscape Buffer along the south east boundary of the property. There will also be interior 5' landscape buffer running north to south adjacent to the proposed lot line. The southeast buffer will create separation between the subject lot and the abutting residential use. All other landscaping will be installed in accordance with the City of Norman landscaping regulations as amended from time to time, under Zoning Ordinance Section 36-551, Landscaping Requirements for Off-Street Parking Facilities.

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SANITATION/UTILITIES: Solid waste container enclosure will be provided in accordance with the City of Norman standards. Any necessary approvals from the City of Norman Sanitation Department will be obtained.

HEIGHT: No building shall exceed two and one-half (2-1/2) stories or thirty-five (35) feet in height.

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ALTERNATIVES/ISSUES:

IMPACTS: No negative impacts are anticipated from this proposed development. The area is already commercially developed and appropriate screening between commercial and residential development will be required.

OTHER AGENCY COMMENTS:

FIRE DEPARTMENT AND BUILDING PERMIT REVIEW: Items regarding fire hydrants, fire and building codes will be considered at the building permit stage.

PUBLIC WORKS/ENGINEERING: A Short Form Plat will be required after the approval of the zoning in order to create two lots.

TRANSPORATION ENGINEER: No traffic issues or impacts are anticipated.

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CONCLUSION: Staff forwards this request of a SPUD, Simple Planned Unit Development, and Ordinance O-2425-22 for consideration by City Council.

PLANNING COMMISSION RESULTS: At their meeting of April 10, 2025, Planning Commission recommended adoption of Ordinance O-2425-22 by a vote of 9-0.

O-2425-22

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 ONE (1), IN BLOCK TWO (2), OF EAST LINDSEY PLAZA SECTION 5 , TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE SPUD, SIMPLE PLANNED UNIT DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1451 12TH AVENUE SOUTHEAST)

- § 1. WHEREAS, Tinker Federal Credit Union, the owners of the hereinafter described property, have made application to have the subject property removed from the SPUD, Simple Planned Unit Development District and placed in the SPUD, Simple 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 April 10, 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 SPUD, Simple Planned Unit Development District and place the same in the SPUD, Simple Planned Unit Development District, to wit:

Lot One (1), in Block Two (2), of East Lindsey Plaza Section 5

Containing 3 acres, more or less.

- § 5. Further, pursuant to the provisions of Section 36-510 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 SPUD 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 _____, 2025.

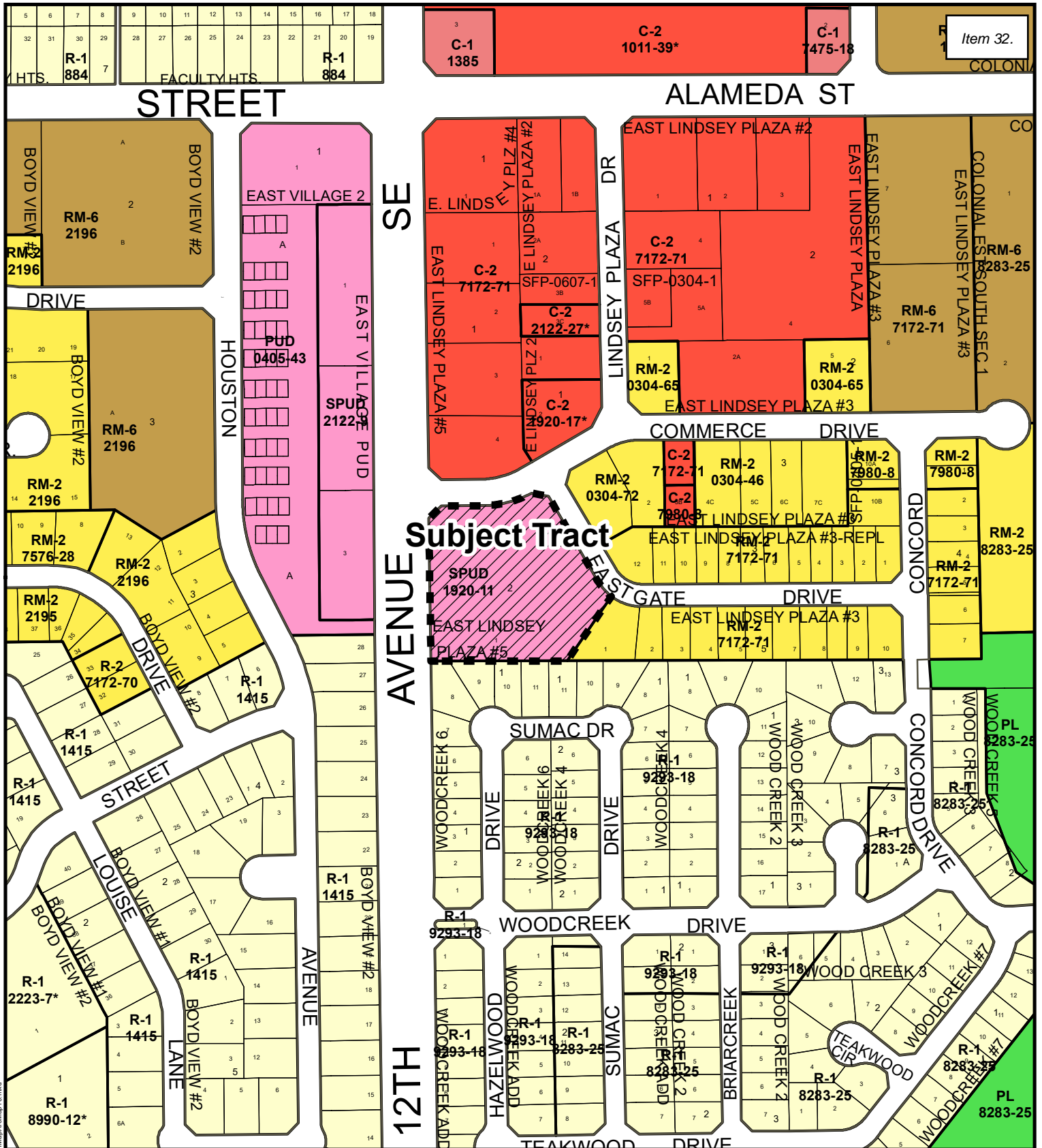
NOT ADOPTED this _____ day of _____, 2025.

(Mayor)

(Mayor)

ATTEST:

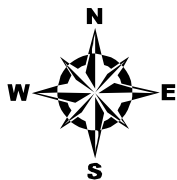
(City Clerk)



Location Map





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



December 5, 2024

0 150 300 Ft.

 Subject Tract
 Zoning



Tinker Federal Credit Union SPUD

Norman, OK

Simple Planned Unit Development SPUD Narrative

Current Owner: Tinker Federal Credit Union

Simple Planned Unit Development Application for Rezoning
February 21, 2025

Prepared by:
Todd D'Amico, PLS



3550 W. Robinson Street, 3rd Floor,
Norman, OK 73072
(888) 322-7371 - cds.solutions@firstam.com

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INTRODUCTION

Tinker Federal Credit Union (the “Property”) is proposed as a Simple Planned Unit Development (SPUD) in the City of Norman. The Property is generally located at 1451 12th Avenue S.E., Norman, Oklahoma.

The intent of this SPUD is 1) to approve the proposed development of a Tinker Federal Credit Union bank branch and 2) to limit the permitted uses on site in order to prevent a negative impact on the adjacent residential properties. This SPUD Narrative will put forth the requirements of the SPUD district adopted herewith for this Property.

I. Property Description/General Site Conditions

A. Location

The Property is located on the east side of 12th Avenue SE/Highway 77 and is bounded by Commerce Drive along the north lot line and Eastgate Drive along the northeast lot line.

B. Existing Land Use/Zoning

The Property is currently partially improved with a Credit Union and contains approximately 1.55 acres of vacant land. The property is currently under the original SPUD granted as 1920-11.

C. Elevation and Topography

The site has very little slope and the property is partially improved at this time. No part of the Property lies within any flood plain or WQPZ.

D. Drainage

TFCU plans to design and develop the site in accordance with the City of Norman Drainage Regulations. Existing underground storm water system was designed to include this site.

E. Utility Services

The Property is fully served by all necessary utilities.

F. Fire Protection Services

Fire Protection services will be provided by the City of Norman Fire Department and as otherwise required by code.

G. Traffic Circulation/Access

Traffic circulation and access points will be to the City of Norman standards. Access points are as shown on the Site Development Plan attached as “Exhibit A.”

II. Development Plan and Design Concept

The Property is planned to accommodate Commercial/Office uses as designated in this SPUD Narrative.

A. Commercial/Office Development

1. Uses and Design

The purpose for the SPUD is to allow for Commercial/Office Development under the following development regulations:

Uses: The *allowable uses for the site are as listed below:*

- Art gallery
- Assembly halls of non-profit corporations
- Laboratories for research and testing where all work is housed in buildings and no smoke, noise, odor, dust or other element of operation is more intense outside the confines of the building than that which normally prevails in an R-3, Multi-family Dwelling District
- Libraries
- Museums
- Music conservatories
- Office buildings and offices for such professional services as accountant, architect, attorney, business or management consultant, court reporter, dentist or dental surgeon, engineer, geologist or geophysicist, linguist, landscape

architect, optometrist, optician, osteopathic physician, planning consultant, psychologist, physician or surgeon, or registered nurse; provided, however, that no retail sales nor stock of goods shall be permitted other than the incidental sale of merchandise within the above professional offices or a pharmacy which may be located only in a building providing space for medical offices. Funeral homes and mortuaries shall not be considered professional services permitted in this district.

- Public and private schools and college with students in residence and dormitories associated therewith
- Trade schools and schools for vocational training
- Churches
- Child Care Center, as specified in Section 36-566, Childcare Establishments

The following uses shall be permitted provided that no individual use shall exceed a Gross Floor Area of 35,000 sq. ft. and that no outdoor storage or display of materials or goods is permitted:

- Antique shop
- Appliance store
- Artistic materials supply, or studio
- Automobile supply store
- Baby shop
- Bakery goods store
- Bank/Credit Union
- Barber shop or beauty parlor
- Book or stationary store
- Camera shop
- Candy store
- Catering establishment
- Child care establishment
- Clothing or apparel store
- Dairy products or ice cream store
- Delicatessen store
- Dress shop
- Drug store or fountain
- Dry cleaning and laundry plant with no more than three (3) dry cleaning machines and/or laundry pick-up station

- Dry goods store
- Fabric or notion store
- Florist
- Furniture store
- Gift shop
- Hardware store
- Interior decorating store
- Indoor Athletic Facility
- Jewelry shop
- Key shop
- Leather goods shop
- Messenger or telegraph service
- Office business
- Painting and decorating shop
- Pet shop
- Pharmacy
- Photographer's studio
- Radio and television sales and service
- Self-service laundry
- Sewing machine sales
- Sporting goods sales
- Shoe store or repair shop
- Tailor shop
- Toy store

(a) Area Regulations

- Front Yard: A twenty-five (25) foot setback is required for all buildings. 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: (1) For uses other than dwelling, no side yard shall be required except on the side of a lot adjoining a dwelling district in which case there shall be a side yard of not less than five (5) feet. (2) Whenever the rear lot line of a corner lot of a local business district abuts a dwelling district, the side yard setback adjacent to the street shall be fifteen (15) feet.
- Rear Yard: Rear yard shall not be required for retail establishments; 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 lines abut a dwelling district shall the commercial building be erected closer than three (3) feet to the rear lot line.

(b) Height Regulations

- No building shall exceed two and one-half (2-1/2) stories or thirty-five (35) feet in height.

2. Parking

Parking on the site will comply with the City of Norman’s applicable parking recommendations, as amended from time to time.

3. Solid Waste Container Enclosures

Solid Waste Container Enclosure will be provided in accordance with the City of Norman standards. Any necessary approvals from the City of Norman Sanitation Department will be obtained.

B. Miscellaneous Development Criteria

1. Site Plan

See TFCU Site Development Plan attached as “Exhibit A.”

2. Open Space

The subject property will have open space in accordance with the Site Development plan or a maximum percentage of 15%.

3. Signage

All signage will be constructed in accordance with the City of Norman sign regulations, as amended from time to time, under City of Norman Code Section 28-505, Commercial Zone Sign Standards.

4. Lighting

All lighting will be constructed in accordance with the City of Norman lighting regulations, as amended from time to time, under Zoning Ordinance Section 36-549, Commercial Outdoor Lighting Standards.

5. Landscaping

As shown on Exhibit "A", the project area will feature 5' landscape buffer along Eastgate Dr. and a 20' Landscape Buffer along the south east boundary of the property. There will also be interior 5' landscape buffer running north to south. The southeast buffer will create separation between the subject lot and the abutting residential use. All other landscaping will be installed in accordance with the City of Norman landscaping regulations as amended from time to time, under Zoning Ordinance Section 36-551, Landscaping Requirements for Off-Street Parking Facilities.

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All screening will be constructed in accordance with the City of Norman screening regulations, as amended from time to time, under Zoning Ordinance Section 36-552, Fencing, Walls, and Screening.

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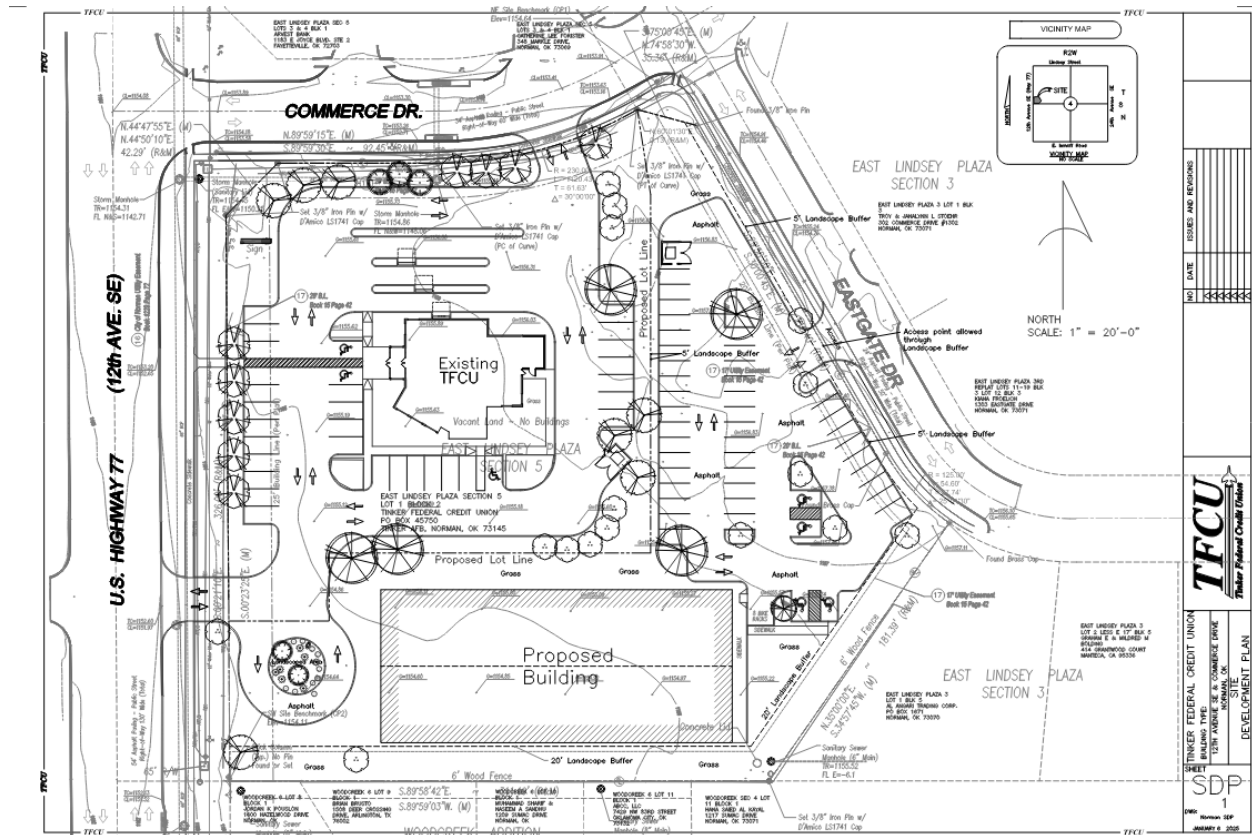
8. Exterior Materials

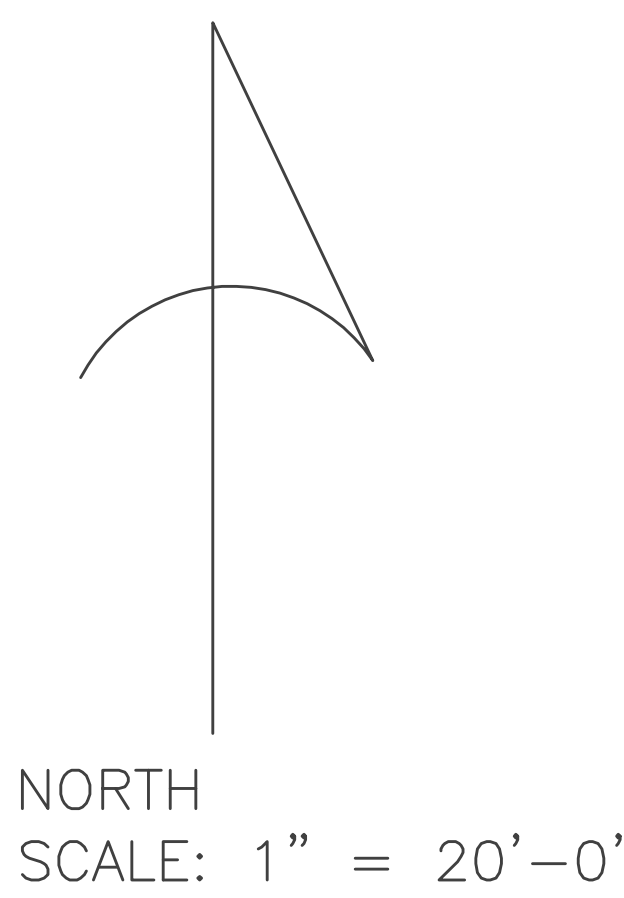
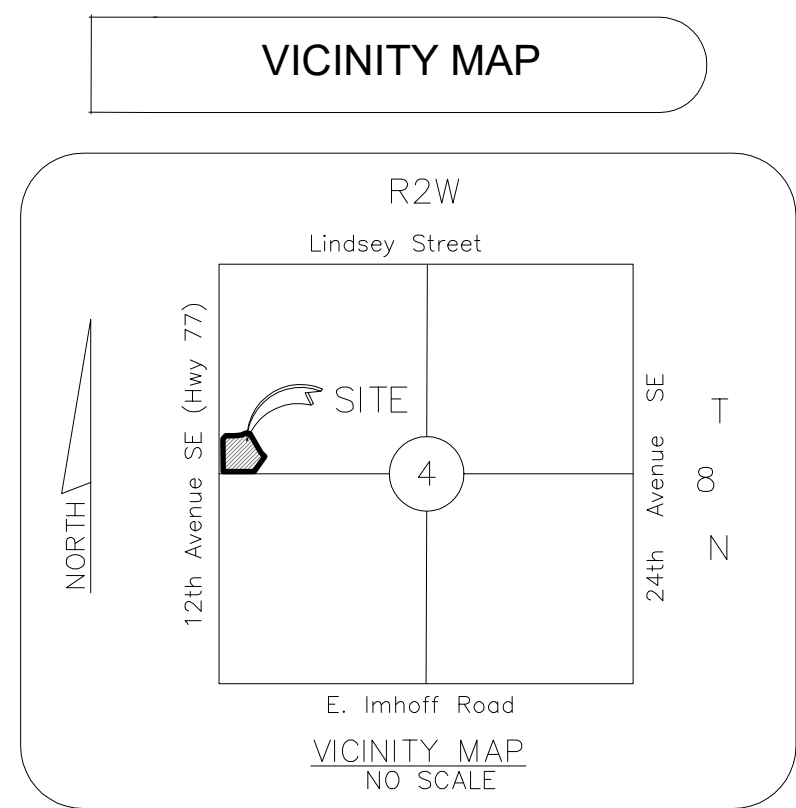
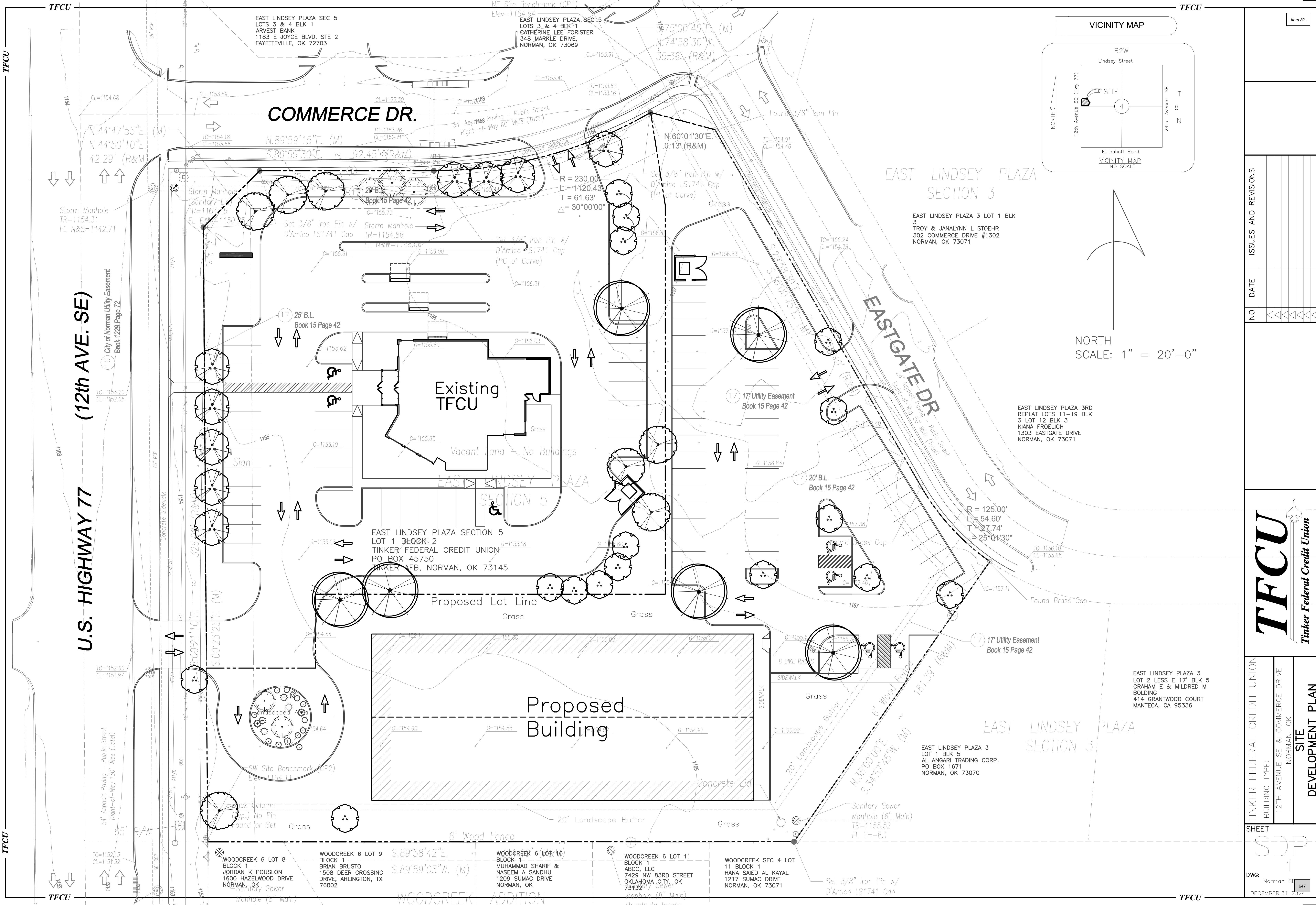
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EXHIBIT A

Site Development Plan

Full Size Documents Submitted to City Staff





ISSUES AND REVISIONS	
NO	DATE

TFCU

Tinker Federal Credit Union

TINKER FEDERAL CREDIT UNION
BUILDING TYPE:
12TH AVENUE SE & COMMERCE DRIVE
NORMAN, OK
SITE DEVELOPMENT PLAN

SHEET

SDP

1

DWG:

Norman, SD

647

DECEMBER 31 2024



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/10/2025

REQUESTER: Tinker Federal Credit Union

PRESENTER: Justin Fish, Planner I

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NON-CONSENT ITEMS

TFCU Rezoning

2. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-22: 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 ONE (1), IN BLOCK TWO (2), OF EAST LINDSEY PLAZA SECTION 5, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1451 12TH AVENUE SOUTHWEST)

ITEMS SUBMITTED FOR THE RECORD

1. Staff Report
2. Location Map
3. SPUD Narrative
4. SPUD Site Development Plan

Staff Presentation

Justin Fish, Planner I, presented the staff report.

Commissioner McDaniel clarified the only change is the addition of a use. Mr. Fish stated the only change to the SPUD is the addition of the use for Indoor Athletic Facility.

Applicant Presentation

There was no applicant presentation.

Public Comments

There were no public comments.

Motion by Commissioner McKown to recommend approval of Ordinance O-2425-22; **Second** by Commissioner Griffith.

The motion passed unanimously with a vote of 9-0.

Commissioner Bird requested recusal from items 3 and 4.

Motion by Commissioner Jablonski to approval recusal of Commissioner Bird from items 3 and 4; **Second** by Commissioner McKown.

The motion passed unanimously with a vote of 8-0. Commissioner Bird recused.