

CITY OF NORMAN, OK CITY COUNCIL SPECIAL MEETING - FYE 2027 BUDGET ADOPTION

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, June 09, 2026 at 2:00 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.

CALL TO ORDER

AGENDA ITEMS

1. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FYE 2027 CITY OF NORMAN PROPOSED OPERATING AND CAPITAL BUDGETS AND NORMAN CONVENTION AND VISITORS BUREAU, INC., FYE 2027 BUDGET WITH DETAILED ANNUAL PLAN OF WORK.

ADJOURNMENT



CITY OF NORMAN, OK CITY COUNCIL SPECIAL MEETING

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

Tuesday, June 09, 2026 at 5:00 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.

CALL TO ORDER

AGENDA ITEMS

1. DISCUSSION REGARDING THE TEMPORARY SUSPENSION OF THE ZONING ORDINANCE TO ALLOW CAMPING IN AREAS ZONED AS RESIDENTIAL.
2. DISCUSSION REGARDING UPDATES TO ORDINANCES RELATED TO CITY PARKS.
3. CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES, UNDER TITLE 25 § 307(B)(4) TO DISCUSS SETTLEMENT OF A PENDING TORT CLAIM SUBMITTED BY JAMES JENKINS.

ADJOURNMENT

AN ORDINANCE OF THE CITY OF NORMAN, OKLAHOMA, ESTABLISHING A TEMPORARY EMERGENCY RESIDENTIAL CAMPING PERMIT PROGRAM; AUTHORIZING LIMITED TEMPORARY CAMPING ON CERTAIN OWNER-OCCUPIED RESIDENTIAL PROPERTY SUBJECT TO STRICT CONDITIONS; PROVIDING DEFINITIONS; ESTABLISHING PERMIT REQUIREMENTS, HEALTH AND SAFETY STANDARDS, OCCUPANCY LIMITS, SANITATION REQUIREMENTS, REVOCATION PROCEDURES, AND ENFORCEMENT; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

- § 1 **WHEREAS**, City Council finds that unsheltered homelessness presents substantial public health, sanitation, and safety concerns; and
- § 2 **WHEREAS**, City Council further finds that temporary regulated sheltering on private residential property may provide a safer alternative to unauthorized encampments in parks, rights-of-way, and other public property; and
- § 3 **WHEREAS**, City Council desires to establish a narrowly tailored, temporary permitting framework that permits limited humanitarian assistance while preserving neighborhood safety, sanitation, traffic visibility, and compatibility with surrounding residential uses; and
- § 4 **WHEREAS**, The City Council finds that temporary authorization subject to strict regulation is necessary to protect the public health, safety, and welfare.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORMAN, IN THE STATE OF OKLAHOMA, AS FOLLOWS:

SECTION 1. PURPOSE.

The purpose of this Ordinance is to establish a temporary and revocable permitting program authorizing limited camping on certain residential property under controlled conditions intended to protect public health and safety while reducing unauthorized camping elsewhere within the City.

SECTION 2. DEFINITIONS.

For purposes of this Ordinance:

- A. "Camping" means residing or dwelling temporarily outdoors, including sleeping overnight in a tent, temporary shelter, recreational vehicle, or similar structure.
- B. "Permittee" means the owner-occupant issued a permit under this ordinance.
- C. "Temporary Shelter" means a tent or other portable weather-resistant structure intended for overnight occupancy.

- C. Public intoxication;
- D. Illegal drug activity;
- E. Storage of stolen property;
- F. Discharge of firearms;
- G. Harassment of neighboring property owners;
- H. Blocking sidewalks or streets.

SECTION 9. PERMIT TERM.

- A. A permit issued under this ordinance shall expire ninety (90) days after issuance unless sooner revoked.
- B. The City Manager may grant one additional ninety-day extension upon written application and inspection.
- C. This ordinance shall automatically expire one (1) year after its effective date unless extended by the City Council.

SECTION 10. INSPECTIONS.

The City may inspect the property at reasonable times to determine compliance with this ordinance.

SECTION 11. REVOCATION.

A permit may be suspended or revoked for:

- A. Violation of this ordinance;
- B. Creation of a public nuisance;
- C. False information in the permit application;
- D. Threats to public health or safety;
- E. Criminal activity occurring on the property.

Upon revocation, all camping activity shall cease within twenty-four (24) hours.

SECTION 12. NO TENANCY CREATED.

Persons camping pursuant to this ordinance shall not be considered tenants under the Oklahoma Residential Landlord and Tenant Act unless otherwise established by state law.

SECTION 13. ENFORCEMENT.

- A. Violation of this ordinance constitutes a municipal offense.
- B. Each day a violation exists shall constitute a separate offense.
- C. The City may pursue civil enforcement, injunctive relief, nuisance abatement, or permit revocation.

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

§ 7 **EMERGENCY.** Council hereby declares an emergency exists for the immediate preservation of public peace, health, and safety, and this Ordinance shall become effective immediately upon passage and approval.

ADOPTED this _____ day of _____,
_____, 2026.

NOT ADOPTED this _____ day of _____,
_____, 2026.

Stephen Tyler Holman, Mayor

Stephen Tyler Holman, Mayor

ATTEST:

City Clerk

- D. "Owner-Occupied Residence" means a dwelling occupied as the primary residence of at least one record owner of the property.

SECTION 3. TEMPORARY RESIDENTIAL CAMPING PERMIT AUTHORIZED.

- A. Notwithstanding other provisions of the City Code, the City Manager or designee may issue a Temporary Residential Camping Permit authorizing limited camping on qualifying residential property subject to the requirements of this ordinance.
- B. A permit issued under this ordinance constitutes a revocable license only and does not create any property right, tenancy, or vested entitlement.
- C. Nothing in this ordinance shall be construed to require the City to issue a permit.

SECTION 4. ELIGIBILITY.

A permit may only be issued if all the following conditions are satisfied:

- A. The property is zoned residential;
- B. The property contains an owner-occupied dwelling;
- C. The applicant is the record owner of the property;
- D. The applicant consents in writing to City inspection and enforcement;
- E. The property is connected to functioning water and sanitary sewer service;
- F. The property is not subject to unresolved nuisance, dangerous building, or health code violations;
- G. The proposed camping area complies with all spacing and visibility requirements of this ordinance.

SECTION 5. OCCUPANCY LIMITATIONS.

- A. No more than two (2) persons may camp on any residential lot under this ordinance.
- B. No more than one (1) temporary shelter may be placed on any lot unless specifically approved by the City Manager based upon lot size and safety considerations.
- C. Camping shall be limited to persons invited by the permittee.
- D. Compensation or rent shall not be accepted in exchange for camping privileges authorized under this ordinance.

SECTION 6. LOCATION REQUIREMENTS.

- A. Camping shall only occur within an area specifically approved by the City.
- B. Temporary shelters must be located in the front yard.
- C. No temporary shelter may be located:
 - 1. Within fifteen (15) feet of any public sidewalk;
 - 2. Within twenty (20) feet of any street intersection;
 - 3. Within eight (8) feet of any side property line;
 - 4. Within any drainage easement or utility easement.
- D. Temporary shelters shall not obstruct vehicular sight distance, sidewalks, driveways, fire access, or pedestrian travel.
- E. No camping shall occur in the public right-of-way.

SECTION 7. SANITATION AND HEALTH REQUIREMENTS.

- A. The permittee shall provide access to:
 - 1. Restroom facilities within the principal residence; and
 - 2. Potable water.
- B. Accumulation of garbage, debris, hazardous materials, or human waste is prohibited.
- C. Open fires are prohibited.
- D. Cooking using propane, charcoal, wood-burning devices, or open flame equipment outdoors is prohibited.
- E. The property shall remain free from conditions constituting a public nuisance.

SECTION 8. CONDUCT REQUIREMENTS.

The following conduct is prohibited on property operating under this ordinance:

- A. Assaultive or threatening behavior;
- B. Excessive noise;

City of Norman, OK

*Municipal Building
Council Chambers
201 West Gray
Norman, OK 73069*



Meeting Agenda

Tuesday, June 9, 2026

6:30 PM

DIRECTOR OF PARKS AND RECREATION

City Council, Norman Utilities Authority, Norman Municipal Authority, Norman Tax Increment Finance Authority, and Norman Parking and Transit Authority

City Council

David Gandesbery, Ward 1, Matthew Peacock, Ward 2, Robert Bruce, Ward 3, Helen Grant, Ward 4, Trey Kirby, Ward 5, Joshua Hinkle, Ward 6, Kimberly Blodgett, Ward 7, Scott Dixon, Ward 8, Mayor Stephen Tyler Holman.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 06/09/2026

REQUESTER: Grace Holloman

PRESENTER: Grace Holloman, Accessibility and Cultural Coordinator

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2526-47: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING FRIDAY, JUNE 19, 2026, AS JUNETEENTH DAY IN THE CITY OF NORMAN.

P-2526-47

A PROCLAMATION OF THE MAYOR OF THE CITY OF
NORMAN, OKLAHOMA, PROCLAIMING FRIDAY, JUNE
19, 2026, AS JUNETEENTH DAY IN THE CITY OF
NORMAN.

- § 1. WHEREAS, President Abraham Lincoln issued the Emancipation Proclamation on January 1, 1863, declaring that all persons held as slaves shall be free; and
- § 2. WHEREAS, on June 19, 1865, Union soldiers led by Major General Gordon Granger, landed at Galveston, Texas, with news that the war had ended and that enslaved were now free; and
- § 3. WHEREAS, June 19th, known as "Juneteenth" and also called "Emancipation Day" is the oldest known celebration, which started in 1866, commemorating the announcement of the abolition of slavery in the State of Texas and in remembrance of the day all remaining slaves acquired their freedom in the United States of America; and
- § 4. WHEREAS, on June 17, 2021, Juneteenth was signed into law, declaring it a national holiday; and
- § 5. WHEREAS, 2026's national theme "Juneteenth Brings Balance to America's Celebration of Freedom," honors the joy of emancipation while recognizing the ongoing responsibility to advance fairness and equal rights; and
- § 6. WHEREAS, the Juneteenth Festival will take place on Friday, June 19, 2026, at Reaves Park providing a community celebration that fosters inclusion and unity, bringing together families, visitors, and local leaders in honor of this important national holiday.

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

- § 7. Do hereby proclaim Friday June 19, 2026, as Juneteenth in the City of Norman and invite all citizens to join me in celebrating this important holiday while continuing to strive towards full equality.

PASSED AND APPROVED this 9th day of June 2026.

Mayor, Stephen T. Holman

ATTEST:

City Clerk



File Attachments for Item:

4. CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2526-48: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF JUNE, 2026, AS LGBTQ+ PRIDE MONTH IN THE CITY OF NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 06/09/2026

REQUESTER: Grace Holloman

PRESENTER: Grace Holloman, Accessibility and Culture Coordinator

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2526-48: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF JUNE, 2026, AS LGBTQ+ PRIDE MONTH IN THE CITY OF NORMAN.

P-2526-48

A PROCLAMATION OF THE MAYOR OF THE CITY
OF NORMAN, OKLAHOMA, PROCLAIMING THE
MONTH OF JUNE 2026, AS LGBTQ+ PRIDE MONTH
IN THE CITY OF NORMAN.

- § 1. WHEREAS, the City of Norman is committed to fostering a welcoming and respectful community where all residents are treated with dignity and compassion; and
- § 2. WHEREAS, Pride Month is celebrated each June to honor the 1969 Stonewall Uprising in New York City, a pivotal moment in the ongoing struggle for LGBTQ+ rights, dignity, and equality in the United States; and
- § 3. WHEREAS, on June 11, 1999, Pride Month was first officially recognized at the national level as a time to acknowledge the history, achievements, and contributions of LGBTQ+ Americans; and
- § 4. WHEREAS, Pride Month provides an opportunity to recognize the progress made toward greater equality and understanding, to reflect on the ongoing efforts to ensure all people are treated with fairness and respect, and to acknowledge the many LGBTQ+ individuals who continue to serve and strengthen their communities through public service, advocacy, business, education, healthcare, and the arts.

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

- § 5. Do hereby proclaim June 2026, as LGBTQ+ Pride Month in the City of Norman and acknowledge the importance of civility, inclusion, and the positive contributions made by many LGBTQ+ individuals to the life and vitality of our city.

PASSED AND APPROVED this 9th day of June 2026.

Mayor, Stephen T. Holman

ATTEST:

City Clerk



City of Norman, OK

*Municipal Building
Council Chambers
201 West Gray
Norman, OK 73069*



Meeting Agenda

Tuesday, June 23, 2026

6:30 PM

DIRECTOR OF PARKS AND RECREATION

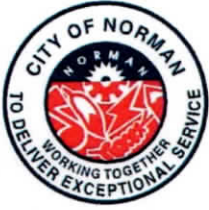
City Council, Norman Utilities Authority, Norman Municipal
Authority, Norman Tax Increment Finance Authority, and Norman
Parking and Transit Authority

City Council

David Gandesbery, Ward 1, Matthew Peacock, Ward 2, Robert Bruce,
Ward 3, Helen Grant, Ward 4, Trey Kirby, Ward 5, Joshua Hinkle, Ward 6,
Kimberly Blodgett, Ward 7, Scott Dixon, Ward 8,
Mayor Stephen Tyler Holman.

File Attachments for Item:

1. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2526-52: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF JULY 2026 AS PARKS AND RECREATION MONTH IN THE CITY OF NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 06/23/2026

REQUESTER: Jason Olsen

PRESENTER: Jason Olsen, Director of Parks and Recreation Department

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2526-52: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF JULY 2026 AS PARKS AND RECREATION MONTH IN THE CITY OF NORMAN.

A PROCLAMATION OF THE MAYOR OF THE CITY
OF NORMAN, OKLAHOMA, PROCLAIMING THE
MONTH OF JULY 2026, AS PARKS AND RECREATION
MONTH IN THE CITY OF NORMAN.

- § 1. WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including here in the City of Norman; and
- § 2. WHEREAS, our parks and recreation facilities are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and
- § 3. WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled and improve the mental and emotional health of all citizens; and
- § 4. WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and
- § 5. WHEREAS, parks and recreation areas are fundamental to the environmental well-being of our community; and
- § 6. WHEREAS, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and
- § 7. WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month.

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

- § 8. Do hereby proclaim that the month of July 2026 is Parks and Recreation Month in the City of Norman.

PASSED AND APPROVED this 23rd day of June 2026.

Mayor, Stephen T. Holman

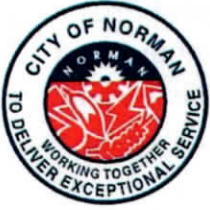
ATTEST:

City Clerk



File Attachments for Item:

25. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2526-149: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HAPPY PLAYGROUNDS, L.L.C., FOR THE NORTHEAST LIONS PARK PLAYGROUND PROJECT AND FINAL PAYMENT OF \$230,000. (WARD 6)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 6/23/2026

REQUESTER: James Briggs, Park Development Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2526-149: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HAPPY PLAYGROUNDS, L.L.C., FOR THE NORTHEAST LIONS PARK PLAYGROUND PROJECT AND FINAL PAYMENT OF \$230,000. (WARD 6)

BACKGROUND:

On February 24, 2026, the City Council approved RFP 2526-17 for the Northeast Lions Park Playground Project. This project was funded through the NORMAN FORWARD Neighborhood Park Improvements Program. The project scope included a proposal to provide and install a new playground in the area that used to be named "High Meadows Park" prior to it being consolidated into one contiguous piece of park property made up of the original Northeast Lions Park, the old High Meadows Park and a piece of land that was owned by Norman Public Schools east of Eisenhower Elementary that used to separate the two city parks before the city acquired it in a land swap in 2025. The old playground at Northeast Lions Park, built decades ago behind a large group of trees by the park pond, is difficult to monitor, leading to frequent vandalism and damage. The new playground is much more visible, as it is in an area visible from High Meadows Avenue and the houses and other park and elementary school users in the area each day.

All bidders were asked to maximize the stated budget, provide shade over much of 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, including adding new park furnishings and concrete access walks to the new playground location, would be done by others. After reviewing proposals submitted by five vendors that complied with the RFP requirements, it was decided to award the project to Happy Playgrounds for \$230,000.

DISCUSSION:

City Council approved Contract K-2526-149 for the Northeast Lions Park Playground Project to Happy Playgrounds, L.L.C., for \$230,000; and work began on-site, once the new equipment was shipped in March 2026. Work proceeded throughout the spring, as weather allowed. No partial pay requests were submitted during this period. A single lump-sum payment will cover all costs upon completion.

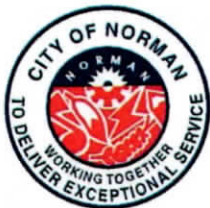
On May 20, 2026, the City of Norman Parks staff inspected the Northeast Lions Park Playground Project and found it complete per specifications. Other contractors are doing concrete work, site grading, park furniture improvements, and final sod work at the park site.

RECOMMENDATION:

It is recommended that the City Council accept the Northeast Lions Park Playground Project as complete and authorize the final \$230,000 payment 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:

26. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2526-150: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PS COMMERCIAL PLAY L.L.C., D/B/A PLAY AND PARK STRUCTURES, FOR THE EAGLE CLIFF PARK PLAYGROUND PROJECT AND FINAL PAYMENT OF \$200,000. (WARD 7)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 6/23/2026

REQUESTER: James Briggs, Park Development Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2526-150: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PS COMMERCIAL PLAY L.L.C., D/B/A PLAY AND PARK STRUCTURES, FOR THE EAGLE CLIFF PARK PLAYGROUND PROJECT AND FINAL PAYMENT OF \$200,000. (WARD 7)

BACKGROUND:

On February 24, 2026, the City Council approved RFP 2526-18 for the Eagle Cliff Park Playground Project. This project was funded through the NORMAN FORWARD Neighborhood Park Improvements Program. The project scope included replacing two old, separate playgrounds with one large new play area, allowing parents to stay in one location with their children while using the playground. We also recently paved the old gravel walking trail at Eagle Cliff and have added several more trees along the trail and in the wooded area in the middle of that park as part of its renovation.

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, such as upgrading park furnishings, walkways, and landscaping, would be done by others. After a review of proposals submitted by different vendors who complied with the requirements of the RFP, it was decided to award the project to PS Commercial Play LLC d/b/a Play and Park Structures in the amount of \$200,000.

DISCUSSION:

City Council approved Contract K-2526-150 to PS Commercial Play LLC d/b/a Play and Park Structures, in the total amount of \$200,000.00 for the Eagle Cliff Park Playground Project. Work began on-site once the new equipment was shipped in March 2026. No partial pay requests were submitted during this period. A single lump-sum payment will cover all costs upon completion.

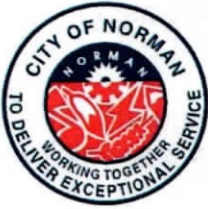
On May 26, 2026, the City of Norman Parks staff inspected the Eagle Cliff Playground Project and found it complete per specifications. Other contractors are doing concrete work, site grading, park furniture improvements, and final landscaping work at the park site.

RECOMMENDATION:

It is recommended that the City Council accept the Eagle Cliff Playground Project as complete and authorize final payment in the amount of \$200,000.00 to PS Commercial Play LLC d/b/a Play and Park Structures. Funding is available for this project in the Norman Forward Neighborhood Park Improvements Construction Account (account 519830452-46101; project NFP101--\$1,095,247).

File Attachments for Item:

36. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-192: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND CITY CARE, INC., A SERVICE AND LEASE AGREEMENT FOR THE OPERATION OF AN EMERGENCY OVERNIGHT SHELTER AND BUDGET APPROPRIATION OF FISCAL YEAR 2027 FUNDS. (WARD 4)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 6/23/26

REQUESTER: Anthony Purinton, Assistant City Attorney

PRESENTER: Anthony Purinton, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-192: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND CITY CARE, INC., A SERVICE AND LEASE AGREEMENT FOR THE OPERATION OF AN EMERGENCY OVERNIGHT SHELTER AND BUDGET APPROPRIATION OF FISCAL YEAR 2027 FUNDS. (WARD 4)

BACKGROUND:

Since October of 2022, the City has contracted with a provider to operate an emergency overnight shelter at a City-owned facility located on 109 West Gray. In January 2025, City Care Inc. took over as operator of the facility under contract K-2425-58, the term of which extended to the end of the City's fiscal year, June 30, 2025. A new contract, K-2526-192, is necessary to continue shelter operations for the 2026-2027 fiscal year.

DISCUSSION:

Overview of Contract Terms

This agreement, Contract K-2526-192, remains functionally the same as City's current contract with City Care, K-2425-128. Some of the basic provisions of the agreement are briefly summarized below:

- | | |
|---------------|--|
| Term: | The term of the agreement is for one full year, July 1, 2026, to June 30, 2027. |
| Location: | The agreement leases specific areas of the City-owned property at 109 West Gray for use as an overnight shelter. An amendment or new agreement will be necessary if the shelter operation moves to a different location. |
| Compensation: | Compensation for shelter expenses and staffing is on a reimbursement basis, subject to adequate funding appropriation by City Council. The contractor is required to provide services subject to |

and in accordance with a Program Budget, which is attached as an exhibit to the contract.

Necessary expenses for shelter operations will be reimbursed at cost, in addition to an admin fee of 12.5% of the total budget amount, paid monthly.

The Program Budget remains the same going into FYE27 – with a monthly budget of approximately \$67,437.65, for a total annual operating budget of \$809,251.77. It should also be noted that the budget is for reimbursement of expenses, meaning that actual expenses may be less than the total budget amount.

Reporting: The contract requires financial and statistical reporting on a regular basis. Additionally, the monthly reimbursement schedule will require detailed reporting on expenditures prior to payment.

Scope of services: The contractor will operate a “low-barrier” overnight shelter with a maximum of 52 beds for adults. Clients shall, either directly or through another local agency, be offered access to housing, mental health, substance abuse, and employment services. As a part of the services provided, City Care will employ “Housing Navigators” (housing case managers) who will work directly with those staying at the shelter to provide case management services. The hours of operations will be 5:00pm-7:00am, with the ability to expand hours in the event of adverse weather. On-site security will be provided during the evening.

Funding

The FYE 27 budget includes \$752,400 in funding in Professional Services – Community Intervention (10110110-44029). An additional appropriation of \$56,852 is needed.

RECOMMENDATION NO 1:

Staff presents contract K-2526-192 for City Council's consideration.

RECOMMENDATION NO 2:

Staff requests appropriation of \$56,852 from General Fund Balance (10-29000) to Professional Services – Community Intervention (10110110-44029) of Fiscal Year 2027 funds.

SERVICE AND LEASE AGREEMENT FOR THE OPERATION OF AN EMERGENCY OVERNIGHT SHELTER

THIS AGREEMENT ("Agreement") is dated this ____ day of _____ 2026 (the "Effective Date") by and between the City of Norman, Oklahoma, a municipal corporation ("City"), and City Care Inc., a not-for-profit corporation ("Contractor"). In consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Section 1: Scope of Work to be Performed by Contractor

In consideration of the payments set forth herein, Contractor shall perform services for City in accordance with the terms, conditions, and specifications set forth herein.

Contractor shall operate a low-barrier emergency shelter ("Emergency Shelter") based on a low-barrier, Housing First model that focuses on assisting unsheltered households to move to permanent housing. The program shall provide safe overnight shelter and referral to available services designed to move clients out of homelessness and into permanent housing opportunities. Contractor shall follow the minimum service and operating requirements as set out in "Exhibit A".

Section 2: Term

Subject to appropriation of sufficient funding by the Norman City Council, the term of this Agreement shall be from July 1, 2026 through June 30, 2027 ("Agreement Term"); however, prior to the end of the Agreement Term, the Parties may extend this Agreement upon mutual written agreement. This Agreement may be terminated at any point during the Terms specified in this section as provided in *Section 9: Termination*.

Section 3: Lease Agreement

3.1 Leased Premises.

City, owning certain real property located at 109 W. Gray St, Norman, Cleveland County, Oklahoma (the "Property"), leases to Contractor portions of the buildings located on the Property as more specifically shown in "Exhibit B" ("Leased Premises") for the Agreement Term stated in Section 2 of this Agreement.

3.2. Acceptance of Premises.

Contractor acknowledges that neither City nor any representative of City has made any representation or warranty with respect to the Property, the Leased Premises, or the suitability or fitness of either for any purpose.

3.3 Uses.

Contractor shall use the Leased Premises only for the purposes of operating a low-barrier emergency shelter in accordance with the terms of this Agreement, and for no other use

whatsoever. Contractor shall not do or permit anything to be done in or about the Leased Premises which will in any way interfere with the City's use of the Premises, or use or allow the Leased Premises to be used for any unlawful purpose. Contractor shall comply at its expense with all present and future laws, ordinances, and requirements of all governmental authorities that pertain to Contractor or its use of the Leased Premises.

3.4 Rent.

In consideration of the use, occupancy, and possession of the Leased Premises by Contractor, Contractor agrees to pay the City the sum of One-Dollar (\$1.00) valuable consideration, payable in advance of, or within thirty (30) days of the approval of this Agreement. The remainder of the value for the lease shall be made to City as an in-kind donation towards the program.

3.5 Maintenance.

Subject to any provisions herein to the contrary, City shall only be required to repair defects, deficiencies, deviations or failures of materials or workmanship to the extent necessary to keep the building in the same condition as it exists on the Effective Date of this Agreement. City shall not be responsible to repair any defects, deficiencies, deviations or failures of materials or workmanship that are the fault of the Contractor, its employees, agents, subcontractors or shelter clients. City may, to the extent authorized by law, withhold any payments due to Contractor pursuant to this Agreement for the purpose of set-off for any damages attributable to Contractor. Contractor shall notify City of any hazard, danger, or defect of the premises in writing immediately upon discovery. Contractor agrees to keep, repair, and maintain all plumbing units, pipes, and connections in good repair and free from obstruction.

3.6 Improvements.

Contractor may, at its sole expense, make non-permanent improvements to the Leased Premises and to make such non-structural alterations and changes in such parts thereof as Contractor shall deem expedient or necessary for its purposes, provided that Contractor has first obtained the written consent of the City Manager or designee. All fixtures, furniture (including bunk bed systems and mattresses), equipment, improvements and appurtenances ("**Leasehold Improvements**"), whether or not by or at the sole expense of Contractor, shall be and remain a part of the Leased Premises, shall be the property of City, and shall not be removed by Contractor without the written consent of the City Manager or designee. Contractor agrees, upon request of the City, to remove any Leasehold Improvements at Contractor's sole cost and expense.

3.7 Utilities

The City shall be responsible for the payment of the following utilities: electricity, water, and trash.

3.8 City's right to enter.

City reserves the right to enter and inspect the Leased Premises at any time, with or without notice to Contractor, for any reason. Both Parties shall have keys to the entrances and exits and all locking doors within the Leased Premises.

3.9 Contractor's Personal Property.

Contractor shall be responsible for all personal property, equipment or fixtures placed in or on the premises by Contractor or its agents, employees, invitees, or clients.

3.10 Asbestos.

Contractor is aware of the presence of friable asbestos in the Leased Premises. Contractor acknowledges receipt of City's Asbestos Inspection Report dated November 7, 2023. Contractor agrees to not engage in any activity that would disturb any of the friable asbestos identified the report.

Section 4: Responsibilities of Contractor

4.1 Meetings

Contractor shall meet with designated and authorized City personnel, or third parties as necessary, on all matters connected with carrying out of Contractor's services described herein. Such meetings shall be held at the request of either party.

4.2 HMIS Records and Reporting

Contractor agrees to fully participate in Service Point, Sharelink Homeless Management Information System ("HMIS"), administered by the Homeless Alliance. Participation will include entering all data elements as required by United States Department of Housing and Urban Development ("HUD") for an Emergency Solutions Grant activity and detailed in the "Data and Technical Standards Notice-OMB approved March 2010". Contractor will also attend user group meetings and share appropriate client information as identified through share agreements.

A separate project shall be set up in HMIS for the Emergency Shelter. HMIS clients utilizing shelter services shall be entered and exited from said project each day, including clients staying multiple days or who have reserved beds pursuant to Contractor's Reserved Bed Policy.

Contractor shall furnish the following reports to the City Manager's Office monthly in a PDF format, which are due prior to the 5th day of each month for the previous monthly period:

- a. [HMIS REPORT] ESG CAPER – parameters for the previous month with error rate of less than 5% in all categories
- b. [HMIS REPORT] Daily Unit Report for the previous month
- c. Monthly summary of number of individuals served
- d. Monthly summary of individuals who, on a daily basis, were turned away or denied service and the reason thereof
- e. Incident reports
- f. Housing report, containing the following information and data for each individual that reported to be housed:
 - o HMIS Number of the individual
 - o Date the individual was housed

- The number of days the client stayed at the Emergency Shelter in the one-year prior to obtaining housing and the late date the individual stayed at the Emergency Shelter
- Housing Type obtained by the individual
 - Long-term care facility or nursing home
 - Hospital or other residential non-psychiatric medical facility
 - Psychiatric hospital or other psychiatric facility
 - Substance abuse treatment facility or detox center
 - Rental by client, with RRH or equivalent subsidy, designate length of assistance (start up only, 6 month's rent, etc.)
 - Rental by client, with HCV voucher (tenant or project based)
 - Rental by Client with CoC Permanent Supportive Housing Project subsidy
 - Rental by client in public housing unit
 - Rental by client, no ongoing housing subsidy
 - Transitional housing for homeless persons (McKown Village)
 - Staying or living with friends or family, temporary tenure (e.g., room, apartment or house)
 - Staying or living with friends or family, permanent tenure
 - Owned by client, no ongoing housing subsidy
 - Other _____
- Identifying the funding source or project used to house the individual, including all start-up costs and ongoing expenses, if any.
- Identifying if the client will be obtaining follow-up or continued housing case management, and if so, identifying the agency responsible for those services.

In addition to the specific reports indicated above, Contractor shall provide any other reports deemed necessary by the City.

4.3 Staffing

Contractor shall provide adequate staffing to ensure performance of all services outlined in this Agreement and its exhibits. Contractor shall ensure that staffing levels are maintained to minimize overtime hours worked by employees and overtime should be utilized only when absolutely necessary to meet Contractor's operational needs.

4.4 Security Sub-Contractor

Contractor shall obtain a security subcontractor that is licensed as a Security Agency by the State of Oklahoma, subject to the prior approval of the selected subcontractor by City. At least one qualified security guard employed by Contractor's security subcontractor shall be on-site during all hours of operation. Contractor shall immediately notify City Manager or designee at least fourteen (14) days in advance of any change of security subcontractor. The Contractor's security subcontractor shall be responsible for providing security services as described in Exhibit A.

4.5 Required Policies and Procedures

Contractor shall, at a minimum, develop and maintain policies and procedures that address all of the following aspects of the shelter's operation:

- a. Security and safety policy;
- b. Disaster response and recovery plan, including provisions for tiered responses concomitant to the level of disaster. Plans must include provisions for evacuation, business resumption and periodic testing of procedures and emergency equipment;
- c. Storage and use of toxic substances plan;
- d. Shelters' housekeeping and maintenance functions;
- e. Pest control prevention and mitigation;
- f. Storage of personal property;
- g. Policies for Bars and bans;
- h. Development of written standards for the administration of medication or provision of access to stored medication (if applicable);
- i. Volunteer policies, for both individual and agency partner volunteers;
- j. Personnel policies, which shall include provisions relating to drug screening and background checks for employees; and
- k. Reserved bed policy.

Contractor shall provide City Manager or designee with a copy of said policies and procedures upon execution of this Agreement. Contractor shall provide all services in accordance with Contractor's adopted policies and procedures. Contractor shall review all policies and procedures relating to the shelter's operation quarterly, at minimum. Subject to review and approval by the City Manager or designee, Contractor may adopt new or amend existing policies and procedures. Contractor shall immediately provide to City Manager or designee all proposed new and/or updated policies and procedures. Within ten (10) days of receipt of Contractor's proposed policies, the City Manager or designee shall have the authority to approve or deny any or all of Contractor's proposed additions or amendments.

Section 5: Independent Contractor Status

The Contractor shall be an independent contractor for the City. Contractor agrees to conduct itself in a manner consistent with such status and further agrees that it will neither hold itself out as, nor claim to be, an officer or employee of the City by reason of this Agreement, and that it will not by reasons of this Agreement make any claim, demand, or application for any right or privilege applicable to an officer or employee of the City, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

Section 6: Compensation

6.1 Use of Funds Generally

Contractor shall use all funds provided pursuant to this Agreement to support only the services as described within this Agreement. Contractor shall provide services in accordance with the Program Budget as approved by City and attached hereto as "Exhibit C".

6.2 Funding Subject to Appropriation

City's payment obligations under this Agreement are contingent upon sufficient allocation of funds for this purpose by City Council. If funding is withdrawn, reduced, suspended, or reallocated after the Effective Date of this Agreement and prior to normal completion, the City will notify the Contractor per Section 10.6. In such instances, the City may immediately terminate the Agreement or renegotiate the Agreement subject to those new funding limitations and conditions. If funding for this Agreement is eliminated on a temporary or permanent basis, for whatever reason, the City will not be responsible for providing any further payments to Contractor for any work performed after the receipt of the notification.

6.3 Program Budget

Contractor shall provide services in accordance with the Program Budget as approved by City and attached hereto as "Exhibit C". City shall not reimburse any expenses exceeding the total amount of funding indicated in the Program Budget. Modifications to the Program Budget increasing the compensation shall be subject to approval of the City Manager or designee and subject to sufficient appropriation of funding by City Council. Contractor may, without the need for prior approval, make modifications to the Program Budget, of not more than 10% of the total budget amount cumulatively, in order to reallocate dollar amounts from one approved budget category to another approved budget category, provided there are no changes in project scope.

6.4 Reimbursement

Subject to appropriated funding and as set forth in the terms and conditions of this Agreement, City agrees to reimburse Contractor for costs actually incurred and paid by Contractor, except for any amounts disputed by City in good faith. Contractor is prohibited from submitting requests for payment in excess of actual requirements for carrying out the Scope of Work of this Agreement. Contractor shall monitor its monthly expenses and ensure those monthly expenses do not exceed the amounts indicated in the Program Budget. City may, to the extent authorized by law, withhold payments to Contractor for the purpose of set-off until the exact amount of damages due to City from Contractor is determined.

6.5 Request for Payment

Reimbursements shall be requested on the Payment Request (invoice) Form, which is attached to this Agreement as "**Exhibit D**". The City reserves the right to amend, delete, or add to the invoice form as it deems necessary. Any revisions or changes to the invoice will be provided to the Contractor in a timely manner. On or before the 10th day of each month, Contractor shall submit an invoice for all expenditures for services and costs as outlined in this Agreement that were incurred for the previous month of service. The City shall issue payment no later than twenty-five (25) working days after the receipt of complete and accurate billing information as determined by the City.

Invoice Forms shall be accompanied by documentation to support the amount of the request for reimbursement. The City shall not release payment until the Contractor provides all required documentation identified in this Agreement, including all reports required under Section 4. Submission of incomplete or inaccurate information on an invoice may delay the reimbursement

process. Any delay in the reimbursement process resulting from incomplete or inaccurate information on an invoice will not be considered a breach of the Agreement.

6.6 Limitations on Expenditures

City shall not reimburse Contractor for expenditures incurred during the Agreement Term that are, at City's sole discretion: (i) not reasonable and necessary to carry out the Scope of Services described in Exhibit A; (ii) not eligible expenses for this Project; (iii) not documented by contracts or other evidence of liability; or (iv) not incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement. City shall not reimburse or otherwise compensate Contractor for any expenditures incurred or services provided prior to the Agreement Term or following the expiration or termination of this Agreement. Ineligible expenditures include, but are not limited to, the following:

- a. Cost of client transportation to and from the shelter; or
- b. Overtime expenses of employees who have received regular hours working for Contractor for labor not related to this Agreement or Project. Overtime expenses of employees splitting regular hours between this Project and Contractor's other operations unrelated to this Project may only be reimbursed up to an amount deemed reasonable by City, at its sole discretion.

If funds received by Contractor were expended improperly or if funds were received for an ineligible expense, then such payments to Contractor shall be subject to recoupment by City.

If this Agreement is terminated, Contractor may not incur new obligations for the terminated portion of the Agreement after Contractor has received the notification of termination. Contractor must cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed.

Section 7: Financial Accountability

7.1 Financial Management

Contractor shall maintain its fiscal books, records, documents, and other data in a manner consistent with relevant generally accepted accounting principles. Pursuant to this obligation, Contractor shall maintain an accounting system that, at a minimum:

- a. Allows Contractor to maintain their fiscal books, records, documents, and other data in a manner consistent with relevant generally accepted accounting principles
- b. Adequately and separately identifies all funding sources and all application of funds associated with providing services related to this Agreement, but not limited to, local, state, and federal grants, fees, donations, federal funds, and all other funds, public or private.
- c. Provides a means to gather fiscal data necessary to determine; a) the cost of a unit of service; b) the bid price; and c) if funds were generated in excess of allowable costs.

- d. Allows Contractor to have on file appropriate support documentation for each expenditure related to this Agreement. Examples of such documentation include but are not limited to copies of checks paid to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations. This obligation extends to any expenditures of Contractor relating to this Agreement, regardless of whether or not Contractor later seeks reimbursement for the expenditure.

Contractor shall administer funds received pursuant to this Agreement in accordance with all applicable local, state, and federal requirements. Contractor shall maintain detailed, itemized documentation and other necessary records of all payments and income received and expenses incurred pursuant to this Agreement. Contractor shall retain such records for at least one year beyond the expiration or termination of this Agreement.

7.2 Dedicated Bank Account

Contractor shall maintain a dedicated bank account that is used solely for Contractor's provision of services related to this Agreement. All expenditures and payments made pursuant to this Agreement shall be made from or deposited into said account, when possible.

7.3 Audit Rights

The City, or any of its duly authorized representatives, shall at all times have the right and option to monitor, inspect, audit, and review the Contractor's performance and operation of the Emergency Shelter or the service to be provided in accordance with this Agreement; and in connection therewith, the City shall have the right to inspect any and all records, books, documents, or papers of Contractor and the subcontractors of Contractor, for the purpose of making audit examinations of the Contractor's performance under this agreement. Contractor agrees to submit to and cooperate with City fully in all such efforts. Contractor also agrees to cooperate any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Any professional audit report conducted on behalf of the City shall be prepared by an independent third party auditor.

7.4 Improper Payments

Any item of expenditure by Contractor under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the City, or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Contractor, shall become Contractor's liability, and shall be paid solely by Contractor, immediately upon notification of such, from funds other than those provided by City under this Agreement or any other agreements between City and Contractor. This provision shall survive the expiration or termination of this Agreement.

Section 8: Insurance and Indemnification

8.1 Insurance Required

At all times during the Term of this Agreement, Contractor shall maintain in full force a comprehensive public liability insurance policy covering Contractor's operations, activities, and liabilities on the Premises, having singly or in combination limits not less than One Million Dollars (\$1,000,000) in the aggregate. Such policy shall name City as an additional insured under such policy and provide that cancellation will not occur without at least thirty (30) days prior written notice to City. Upon City's request, Contractor shall give City certificate of insurance evidencing that the insurance required under the Lease is in force.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the City, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

8.2 Indemnification of City

Contractor shall hold City harmless from any liability (including reimbursement of City's reasonable legal fees and all costs) for death or bodily injury to third parties, or physical damage to the property of third parties, to the extent caused by the fault of Contractor or any of Contractor's agents, servants, employees, licensees, customers, patrons, or lenders, in connection herewith. Without waiving any limitation of liability or protections afforded City under the Oklahoma Governmental Tort Claims Act, 51 O.S. §151 et seq., as now or hereafter amended, City is responsible for its own negligence and that of its employees. It is understood and agreed that Contractor shall bear the risk of loss for any personal property kept, installed, stored, or maintained in or upon the Leased Premises by Contractor. City shall not be responsible for any loss or damage to equipment owned by Contractor that might result from tornadoes, lightning, windstorms, floods, or other Acts of God or actions of parties over which City has no control. The covenants of this paragraph shall survive and be enforceable and shall continue in full force and effect for the benefit of the Parties and their respective subsequent transferees, successors, and assigns, and shall survive the termination of this Agreement, whether by expiration or otherwise.

Section 9: Termination

This Agreement may be terminated prior to the expiration period hereof by written agreement by the parties to the Agreement. Either party may unilaterally terminate the agreement for any reason, with or without cause, by giving (30) days written notice. The City may also terminate this agreement for cause or suspend this Agreement, in whole or in part, by giving ten (10) days written notice from the City to the Contractor for any of the following reasons:

- (a) Failure to perform the services or set forth in Exhibit A (scope of services) and requirements incident thereto.
- (b) Making unauthorized or improper use of funds provided under this agreement.
- (c) Submission of an application, report or other document pertaining to this Agreement containing misrepresentation of any material aspect.

(d) Breach of the any terms of this Agreement.

Contractor shall submit to City no later than thirty (30) calendar days after termination of this Agreement all financial, performance, and other reports as required by this Agreement.

Section 10: Misc. Provisions

10.1 Assignability and Subcontracting.

Contractor shall not assign or transfer this Agreement, or any interest herein, without the prior written consent of City, and consent to an assignment or sublease shall not be deemed to be consent to any subsequent assignment.

10.2 Governing Law

All matters pertaining to this agreement (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma.

10.3 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.

10.4 Complete Agreement.

This Agreement, along with any attachments and exhibits hereto, is the full and complete integration of the Parties' agreement with respect to the matters addressed herein, and that this Agreement supersedes any previous written or oral agreements between the Parties with respect to the matters addressed herein. Unless otherwise stated, to the extent there is any conflict between this Agreement and any other agreement (written or oral), the terms of this Agreement shall control.

10.5 Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

10.6 Notices.

If either party shall desire or is required to give notice to the other, such notice shall be given in writing, via email and concurrently delivered by overnight Federal Express or priority U.S. Mail, addressed to recipient as follows:

To CITY:

City Manager's Office
Shannon Stevenson, Assistant City Manager
201 W. Gray St, Norman, OK 73069

Shannon.Stevenson@NormanOK.gov
With CC to:
Anthony.Purinton@NormanOK.gov

To CONTRACTOR:

City Care Inc.
Rachel Freeman, Chief Executive Officer
rachel@citycareokc.org
2400 Gen. Pershing Blvd, Oklahoma City, OK 73107

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

10.7 Counterparts.

The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.

10.8. Warranty of Authority.

The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

IN WITNESS WHEREOF, THE CITY OF NORMAN and CITY CARE, INC. have executed this AGREEMENT.

DATED this ____ day of _____, 2026.

The City of Norman
(City)

Signature _____

Name _____

Title _____

Date _____

Attest:

City Clerk

City Care Inc.
(CONTRACTOR)

Signature Rachel Freeman

Name Rachel Freeman

Title CEO

Date _____

Attest:

Corporate Secretary

APPROVED as to form and legality this 17th day of June, 2026.

[Signature]
CITY ATTORNEY

Exhibit A

Program and Service Requirements

Intake and Admission

Eligibility

Shelter Clients must meet the following criteria prior to being eligible for shelter services:

- a. Must be experiencing homelessness
- b. Must be 18 years of age or older
- c. Sobriety is not required, but client must not exhibit disruptive behavior

Housing-First Model

Shelter services should reflect a housing-first model, which shall include recognition of the following principles:

- a. Access to a shelter is not contingent on sobriety, minimum income requirements, lack of a criminal record, completion of treatment, participation in services, or other unnecessary conditions.
- b. Support services are available but are voluntary, client-driven, individualized, and flexible.
- c. Services are informed by a harm-reduction philosophy that recognizes the realities of drug and alcohol addiction.
- d. Clients are engaged in non-judgmental communication regarding drug and alcohol use and are offered support regarding ways to minimize risky behaviors and engage in safer practices.

Intake and Exit Process

Contractor's staff shall perform the following basic functions upon client intake:

- a. Eligible clients are admitted on either a first-come, first-served basis or, if applicable, as set forth in Contractor's Reserved Bed Policy;
- b. Clients are asked questions to gather basic information to comply with HMIS data reporting standards;
- c. Clients meeting eligibility criteria admitted to the shelter are immediately checked-in to HMIS system; and
- d. Prior to closing each morning, HMIS clients who utilized shelter services shall be exited from the HMIS project, including clients staying multiple days or who have reserved beds pursuant to Contractor's Reserved Bed Policy.

Hours of operation

The shelter shall be open to the public from 5:00pm – 7:00am. Contractor may, at its discretion, adjust the opening or closing time of the shelter by a maximum of one hour in the event of dangerous or inclement weather. Dangerous or inclement weather means the following:

- a. Outside temperatures fall below 32 degrees;
- b. Outside temperatures exceed 90 degrees;
- c. Presence of excessive or hazardous snow or ice;
- d. Rain; or

- e. An active hail or tornado warning.

All other extensions or adjustments to the Hours of Operation shall be made only upon written permission from the City Manager or designee.

Client Services

Contractor shall offer clients access to the following services, either directly or through collaboration with local agencies:

- a. Housing Assistance services
- b. Mental Health and Substance Abuse Resources
- c. Employment Resources

Janitorial Services

Contractor shall ensure the Leased Premises is cleaned per the following specifications:

- a. Daily organization of personal property of shelter clients stored on-site.
- b. Daily removal of waste and refuse, and replacement of trash liners as necessary.
- c. Daily mopping and sanitation with germicidal detergent of rest rooms.
- d. Floors swept or vacuumed
- e. Hard surface floors spot mopped daily and mopped at least once per week.
- f. Daily sanitation with germicidal detergent of surfaces in all common areas.
- g. Soap and paper products furnished in all rest rooms and break rooms at all times.
- h. Interior and exterior windows washed annually.

Minimum Security and Safety Measures

Contractor shall be responsible for ensuring the safety and well-being of clients and staff during operational hours. Services of Contractor shall, at a minimum, conform to the following minimum safety guidelines.

Security and Safety Measures

Contractor or Contractor's security subcontractor shall, at a minimum, be responsible for the following security measures:

- a. **Safety Screening:** Conduct routine screening of shelter clients and their belongings to prevent prohibited items (e.g., weapons, alcohol, drugs) from entering the shelter. Subcontractor shall use metal detector equipment during this process.
- b. **Patrols and Monitoring:** Regular patrols of all areas within the shelter to deter and detect any suspicious activity.
- c. **Manage entry and exit flow.**
- d. **Incident Management:** Develop and carry out Contractor's protocols for handling incidents such as disputes, medical emergencies, or behavioral issues among shelter clients.

- e. Perimeter Security: Secure the shelter's perimeter to prevent unauthorized access and ensure the safety of residents.
- f. Daily Logs: Maintain daily logs of all incident reports.
- g. Incident reporting: Contractor's security subcontractor shall create and maintain detailed reports that document any incidents that occur. An incident is defined as any event or situation that deviates from normal shelter operations, compromises safety, requires a call for emergency services, or impacts the well-being of residents, staff, or property. Examples of incidents include, but are not limited to:
 - 1. Physical altercations or fights among residents.
 - 2. Medical emergencies.
 - 3. Threats or acts of violence.
 - 4. Property damage or theft.
 - 5. Policy violations.
 - 6. Fire alarms or other emergencies.

Incident reports shall contain, at minimum, the following information:

- 1. Date, time, and location of the incident.
- 2. HMIS number of any clients involved in the incident.
- 3. Description of what occurred, including any injuries or property damage.
- 4. All actions taken to address the incident.

Contractor shall provide City an incident report for any incident requiring a call for emergency services (e.g., fire department, police department, EMS, etc.) within twenty-four (24) hours of the incident occurring.

Fire Watch

- a. Contractor shall maintain a Fire Watch to patrol the occupied structure. Fire Watch personnel must complete Portable Fire Extinguisher training and shall be required to fulfill the following duties during times that the structure is occupied. As outlined in IFC Section 403.12.1.2, Duties of the Fire Watch are to:
 - 1. Keep diligent watch for fires, obstructions to means of egress and other hazards.
 - 2. Take prompt measures for remediation of hazards and extinguishment of fires that occur.
 - 3. Take prompt measures to assist in the evacuation of the public from the structures.
- b. In addition, Fire Watch personnel must:
 - 1. Maintain a log, indicating date and times, of completed rounds;
 - 2. Continuously patrol the facility/event to detect early signs of fire;
 - 3. Notify the occupants of the facility/event of a fire, as well as the Fire Department;
 - 4. Assist occupants with the safe evacuation from the facility/event;
 - 5. Check all exit doors, exit access and corridors at the beginning, periodically, and at the end of the occupied period for proper operation and obstructions; and
 - 6. Be familiar with the facility/event and the procedures for notification of the occupants of an emergency within the facility/event.

Prohibited Activities:

- a. Contractor shall not prepare food or meals on-site that require use of exposed heating elements, open flames, or any other method that could pose a fire hazard. If food is served

on-site, Contractor shall be responsible for ensuring compliance with any and all applicable food safety regulations.

- b. There shall be no loitering on the property during non-operating hours.
- c. Contractor shall not allow clients to access the Leased Premises without a staff member present.
- d. Possession of weapons, illegal drugs, or alcohol are strictly prohibited
- e. Use of drugs or alcohol on any part of the Property or Leased Premises is strictly prohibited

Staff and Subcontractor Safety Training

Contractor shall ensure that staff and security subcontractor obtain regular training so staff and subcontractor are equipped with the necessary skills, knowledge, and professional competencies to effectively serve clients. Contractor's employees are responsible for following Contractor's training programs. At minimum, the following training shall be mandatory:

- a. Training regarding shelter policies and procedures
- b. Fire Watch and Fire Safety Training by City of Norman Fire Department Personnel or by third-party approved by City.
- c. Basic first aid training, which shall, at minimum, include cardiopulmonary resuscitation (CPR) and opioid overdose response.

Maximum Capacity:

The maximum capacity of available beds may not exceed 52 beds, unless otherwise approved in writing by City Manager or designee and the appropriate code officials.

Exhibit B

Floorplan of Building showing Leased Premises

[illegible]

202



GROUND FLOOR

Exhibit C
Program Budget

Exhibit C - Program Budget

Norman Shelter
July 2026 - June 2027

Personnel Expenses

Wages & Work Comp	414,748.86
Employer Taxes	32,018.39
Employee Benefits	<u>50,630.36</u>
Total Personnel Expenses	497,397.60

Operating Expenses

Technology Expense (HMIS License)	2,158.00
Exterminating	14,400.00
Janitorial Services (Building & Linens)	60,000.00
Security Systems	500.00
Program Supplies	44,329.31
Employee Apparel/Nametags	750.00
Security Contract	<u>99,800.00</u>
Total Operating Expenses	221,937.31

Administrative Fee (12.5%)	<u>89,916.84</u>
-----------------------------------	-------------------------

Total Contract	809,251.75
-----------------------	-------------------

2026 Norman Shelter Staff

		Wages and Taxable Additions		
	Norman Shelter	Salary	Holiday Bonus	Wellness
Housing Navigation				
Director (25% Norman)	19,018	75,000	770	300
Navigator (50% Norman)	20,815	40,560	770	300
Navigator (50% Norman)	20,815	40,560	770	300
Homeless Services				
Chief Program Officer				
Dir Homeless Services	16,518	65,000	770	300
Norman Shelter				
Manager	53,902	52,832	770	300
Team Lead	41,630	40,560	770	300
Team Lead	41,630	40,560	770	300
Advocate	37,470	36,400	770	300
Advocate	37,470	36,400	770	300
Advocate PT	28,370	27,300	770	300
Advocate PT	28,370	27,300	770	300
Advocate PT	28,370	27,300	770	300
Advocate PT	28,370	27,300	770	300
REGULAR STAFF EXP	402,747	537,072	8,470	3,300
7.95%	32,018			
WAGES & TAXES				
	434,765			
Work Comp	12,002			
TOTAL PERSONNEL	446,767			

	Norman Shelter	Employee Benefits					
		401(k) @ 3%	Health	STD	LTD	Life	Phone Reimb
	3,759	2,250	11,667.84	354	158	126	480
	4,294	N/A	7,706	192	85	126	480
	4,903	1,217	7,706	192	85	126	480
		0	7,706	0	0	126	480
	2,676	1,950	7,706	307	137	126	480
	8,672	0	7,706	249	111	126	480
	9,123	1,014	7,706	192	85	126	N/A
	9,123	1,014	7,706	192	85	126	N/A
	8,080	0	7,706	172	76	126	N/A
	0	N/A	PT	PT	PT	PT	N/A
	0	N/A	PT	PT	PT	PT	N/A
	0	N/A	PT	PT	PT	PT	N/A
	0	N/A	PT	PT	PT	PT	N/A
	0	N/A	PT	PT	PT	PT	N/A
	50,630	7,445	73,316	1,848	822	1,134	2,880

Exhibit D
Invoice Form

The logo of the Norman Committee is a square emblem. The top half is blue with the word "NORMAN" in white, arched capital letters. Below the text is a white gear. The bottom half is red with a white stylized flower or leaf design.

Date:

ADMINISTRATIVE FEE	
Total Administrative Fee (Fixed amount at 12.5% of Contract Budget)	\$7,493.07
TOTAL EXPENSES	
TOTAL REIMBURSEMENT REQUEST	\$ 7,493.07

DATE _____