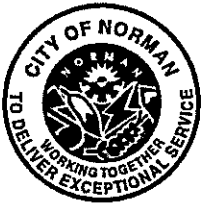


File Attachments for Item:

15. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A REBATE PAYMENT IN THE AMOUNT OF \$348 FROM THE PEPSI BEVERAGES COMPANY TO THE NORMAN MUNICIPAL AUTHORITY FOR THE EXCLUSIVE SALE OF PEPSI PRODUCTS AT THE WESTWOOD GOLF COURSE AND WESTWOOD FAMILY AQUATIC CENTER AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/14/2023

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A REBATE PAYMENT IN THE AMOUNT OF \$348 FROM THE PEPSI BEVERAGES COMPANY TO THE NORMAN MUNICIPAL AUTHORITY FOR THE EXCLUSIVE SALE OF PEPSI PRODUCTS AT THE WESTWOOD GOLF COURSE AND WESTWOOD FAMILY AQUATIC CENTER AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

On February 26, 2019, the Norman Municipal Authority entered into Contract Number K-1819-105 for the exclusive sale of Pepsi products at the Westwood Family Aquatic Center and the Westwood Golf Course. Pepsi Co.'s incentive package included a year-one signing bonus of \$10,000 and a developmental fund payment of \$7,000 annually in years two, three, four, and five. Additional incentives include 200 cases of free water, rebates of \$1.00 per gallon of fountain syrup purchased, and \$2.00 per case of 20 oz. bottles purchased. The total incentive package from Pepsi Co. is \$38,000 spread over five years.

DISCUSSION:

This incentive payment is for \$348 in rebates for purchasing Pepsi products sold at Westwood. The rebate incentive will be used for restaurant equipment upgrades to the concession area and kitchen.

RECOMMENDATION:

It is recommended that the NMA and City accept the incentive payment of \$348 from the Pepsi Beverage Company to be deposited into Westwood Fund, Concession-Restaurant revenue account (#297-345611). City staff further recommends appropriation of those funds to the Minor Equipment account (#29770035-43609) for various concession area improvements at the Westwood Golf Course Grill.



PEPSI BEVERAGES COMPANY

COF: 3749201

PepsiCo Distributor Partnership Beverage Agreement C

Item 15.

This Agreement ("Agreement") between, Bottling Group, LLC, on behalf of itself and its affiliates, operating as Pepsi Beverages Company, an operating unit of PepsiCo, Inc. ("PBC") and the Customer identified on the front page of this Agreement (the "Customer"), sets forth the agreement of the parties with respect to the purchase of Products.

1. **Definitions.** As used in this Agreement, the following capitalized terms shall have the respective meanings assigned thereto below.
 a. "Agreement Year" shall mean each twelve-month period beginning with the Agreement Start Date.
 b. "Cases" shall mean the cases of bottle and can Products (24 units per case) purchased by the Customer.
 c. "Equipment" shall mean all coolers, fountain and other beverage dispensing equipment loaned or rented to the Customer by PBC during the Term.
 d. "Gallons" shall mean the gallons of postmix Products purchased by the Customer.
 e. "Outlet" shall mean the Customer's outlet located at the address indicated under the Customer Information section, and any expansions thereof, including any restaurant, outlet or other facility in the Customer's system that may be opened or acquired by the Customer within PBC's bottling territory during the Term (the "Outlets"). In the event that new Outlets are added during the Term of this Agreement, the parties shall create and attach an updated schedule of Outlets, COFs and addresses, to be automatically included as part of the Agreement.
 f. "Products" shall mean beverage products (including postmix or bottle and can ("B&C")) manufactured, sold, or distributed by PBC or any other beverages otherwise authorized by PBC for purchase and resale through Equipment provided by PBC, all of which may be amended by PBC from time to time.
 g. "Term" The term of this Agreement shall be for the period commencing on the Agreement Start Date and expiring on the Agreement End Date as indicated on the front page and/or "Volume Based Term" section of this Agreement, unless sooner terminated or extended as provided herein. After the expiration of the Initial term, for agreements that have a time-based duration, this Agreement shall automatically renew for successive one (1) year periods unless contrary written notice is provided by one party to the other not less than 90 days prior to the end of the Initial term or any renewal period. Any renewals shall be under the same terms and conditions, except that Customer shall not be entitled to receive any consideration identified as "one-time" or upfront for any renewal periods.
 2. **Consideration.** In consideration of the rights granted in this Agreement, and provided the Customer is not in breach of this Agreement, PBC shall provide the Customer the following - if applicable as indicated on the first page of this Agreement:

a. **Equipment.** PBC or one of its affiliates shall retain all right title and interest in the Equipment. Subject to compliance with installation requirements, PBC shall deliver and install the Equipment at the approved designated Customer location, provided that Customer shall make available necessary electrical and plumbing facilities as required by city, state and Federal regulations. At all times during the Term, Customer shall comply with PBC's Product merchandising standards, and policies and procedures regarding the operation and use of PBC's Equipment, as such standards and policies may be updated or modified by PBC from time to time. In connection with the foregoing, Customer acknowledges and agrees that Equipment shall only be used to house/dispense PBC Products and may not be safe or suitable for storage of non-beverage items. Customer agrees not to remove or cause to be removed or otherwise encumber the Equipment from the location above designated without the written consent of PBC. Customer agrees to promptly notify PBC if the Equipment needs to be repaired or serviced. Customer further agrees to fully cooperate with PBC in effecting any necessary repairs or service. Provided the Customer is in compliance with all terms and conditions of this Agreement, PBC agrees to provide free service and repair of the Equipment (except where prohibited by law). Customer shall keep the Equipment free from any liens or encumbrances except those caused by PBC. Customer shall be liable to PBC for careful use and return of the Equipment in good condition, and any Equipment or parts lost or damaged by fire, theft, accident, or for any other reason, shall be paid for, at the time of loss, by Customer. All reasonable expenses incurred by PBC in securing return of the Equipment, including but not limited to hourly charges for PBC's employees, shall be Customer's responsibility. PBC shall have the right, during Customer's usual business hours, to enter the premises where the Equipment is located and shall have free access thereto for purposes of inspecting or removing the Equipment.
 b. **Funding.** As set forth in this Agreement, Funding, as applicable, may consist of: (1) an Upfront Development Fund payment in the amount indicated in this Agreement, payable as specified herein and earned over the duration of the Term as stated below; (2) Rebates payable for applicable Cases or Gallons or Products purchased by Customer from PBC during the applicable funding period; (3) a one-time only Signing Bonus in the amount indicated in this Agreement, payable within ninety (90) days of the later of installation of Equipment or signing of this Agreement by both parties, and earned over the duration of the Term; and (4) such other consideration as indicated on the first two pages of this Agreement, including that based on exclusive/non-exclusive status of the Customer. For funding consisting of item (1) or (3) above, the funding will be earned by Customer on an equal monthly basis over the Initial Term if the Agreement has only a "time-based" duration, and will be earned on an equal per Gallon/Case basis if the Agreement has a "later of time or Gallons/Cases purchased" duration; and
 c. The Customer acknowledges and agrees that all consideration set forth herein is to be earned by the Customer based on its full compliance with the terms, and requirements of this Agreement and PBC shall provide such consideration provided the Customer (1) has paid in full, without offsets, auto or other deductions, all invoices for Products delivered to the Customer, and (2) is not in breach of its obligations under this Agreement.

3. **Product Price.** Prices for Products (including for Ancillary Products, if applicable) shall be determined by the applicable Distributor.

4. **General Terms**

a. **Breach and Termination.** In the event either party breaches a provision of this Agreement, the non-breaching party shall give the other party written notice of such breach. Upon receipt of such written notice, the breaching party shall have thirty (30) days to cure such breach. If such breach is not cured within the specified time period, the non-breaching party may terminate this Agreement upon the expiration of such cure period upon written notice to the breaching party.
 b. **Remedies.** If PBC terminates this Agreement due to Section 4(a) above or Customer terminates this Agreement for any reason other than default by PBC, then in addition to any other remedies to which PBC may be entitled by reason of any breach, Customer shall immediately reimburse PBC for the following: (i) an amount representing reimbursement for the cost of installation and removal of the Equipment provided to Customer by PBC pursuant to this Agreement; and (ii) Customer shall reimburse PBC for a prorated portion of any funding or upfront payment advanced by PBC and not earned by Customer as of the time of termination, with such prorated amount based upon the number of remaining months in the Term as of the date of termination if the Agreement has a time-based duration, or based upon the number of outstanding Gallons/Cases remaining to be purchased as of the date of termination, as applicable if the Agreement has a later of time or Gallons/Cases duration; and (iii) an amount as liquidated damages, for lost sales suffered by PBC as a result of such termination, equal to the sum of: (1) the product of \$5 multiplied by the projected number of Gallons of Postmix, LCT and FB Products that Customer would have been expected to purchase during the remainder of the Term based on the Customer's average annualized purchase rate, and (2) the product of \$10 multiplied by the projected number of 24-pk case equivalents of Packaged Products that Customer would have been expected to purchase during the remainder of the Term based on Customer's average annualized purchase rate. In addition to the foregoing, Customer shall not receive any consideration pursuant to this Agreement which has not been fully earned or redeemed (including Pepsi Rewards points) by Customer as of the date of such breach.
 c. **Failure to meet Minimum Throughput Requirement.** Throughout the Term, if Customer purchase trends reasonably indicate that Customer cannot achieve the average Cases/Gallons as indicated on the front page of this Agreement, then PBC shall have the right to remove Equipment completely and terminate this Agreement pursuant to Section 4(a), or substitute/adjust Equipment placement(s) as deemed reasonably necessary by PBC. The Customer shall return the Equipment within 20 days after written notice from PBC. At the end of the Initial Term, or any renewal period thereafter, if Customer has failed to purchase the aggregate (e.g. for 2-year term, 1000 Gallons per fountain dispensing unit) volume threshold requirements stated herein, PBC shall have the option, in lieu of termination, to extend the Term of the Agreement until such time as the Customer's purchases reach the applicable aggregate volume thresholds, such extension to be treated under Section 1(g), above ("Automatic Extension").
 d. **Equipment upon Expiration or Termination of this Agreement.** If this Agreement is terminated or expires and the parties do not enter into a subsequent agreement, then the Customer shall fully cooperate with PBC to ensure that PBC is able to pick up its Equipment. Within 15 days after the expiration or termination the Customer shall coordinate with PBC so that PBC may pick up its Equipment at the Customer's locations. Once PBC has picked up and inspected the Equipment, PBC shall notify the Customer of any damage to or missing Equipment/parts (excluding reasonable wear and tear). Customer shall immediately pay to PBC all applicable costs, expenses, and fees associated with the repair/replacement of the Equipment or associated parts. Failure make such payment shall be deemed a material breach of this Agreement.
 e. **Right of Offset.** PBC reserves the right to withhold payments due hereunder as an additional remedy for breach, or as an offset (partial or whole) against any amounts not paid by Customer to PBC pursuant to this Agreement, including the payments set forth in Sections 4(b) and 4(d), above.
 f. **Customer Representation.** Customer represents and warrants to PBC that the execution, delivery and performance of this Agreement by Customer will not violate any agreements with, or rights of, third parties.
 g. **Non-Disclosure.** Except as may otherwise be required by law or legal process, Customer shall not disclose to unrelated third parties the terms and conditions of this Agreement without the written consent of PBC.
 h. **Assignment/Acquisition.** The Customer shall not sell, assign, transfer or otherwise encumber any interest in the Agreement without prior written consent of PBC. In the event that the Customer sells, assigns or transfers its assets to a third party or there is a change in control of the Customer, the Customer shall cause the transferee to assume all of the Customer's obligations under this Agreement prior to such sale, assignment or transfer. In the event the transferee has an existing local agreement with PBC or national agreement with PepsiCo (which agreement covers the purchase of Products), the agreement with the transferee shall continue and PBC's obligations under this agreement shall terminate. PBC may assign this Agreement at any time to an affiliate without any prior consent.
 i. **Unauthorized Reselling and/or Transshipment.** PBC reserves the right to limit quantities, deduct/withhold funding, charge transshipment fees, or terminate this Agreement immediately (i.e., without notice/cure period) if the Customer resells Products in a manner not authorized by this Agreement, including to other reseller/distributors or for direct/indirect sale outside of the PBC Location's exclusive bottling territory. PBC will have the right to inspect Customer's warehouse for the purpose of verifying product production codes.
 j. **Right of First Refusal.** Upon expiration or termination of this Agreement, if the parties have not entered into a new agreement, the Customer shall be free to enter into discussions/negotiations with third parties except that Customer shall grant Pepsi the absolute right of first refusal to match any bona fide offers made by a third party with respect to Beverage sales at the Outlets. The Customer shall provide Pepsi with details of any such bona fide offers, and Pepsi shall have a thirty (30) day window to decide whether it will match such offer and exercise its right of first refusal. The parties agree that beverage type/category and not brand names shall be considered for the purposes of determining a match.
 k. **Trademarks.** PBC shall have final authority to review and approve, in its sole discretion, all aspects of any advertising or promotion provided for under this Agreement, including of any and all promotional or other materials utilizing PepsiCo trademarks, and no documents, point of sale, coupons, sell sheets, etc. shall be released without PBC's prior written approval. Any and all trademarked, copyrighted or other material in which either party claims or has property rights shall remain the sole and exclusive property of that party and shall be used by the other solely for the purposes listed and to the extent allowed by this Agreement.
 l. **Indemnification.** Customer shall defend and indemnify PBC against all costs, expenses, claims or losses incurred through claims of third parties resulting from Customer's breach of the terms and conditions of this agreement as well as any claims for damages based on personal injury, death or property damage due to Customer's actions and/or omissions, including but not limited to any claims related to Customer's misuse of (and/or failure to adhere to) PBC's quality and handling requirements related to PBC's Equipment, Products or IP/Trademarks.
 m. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof and supercedes all other agreements between the parties, including prior funding commitments relating to the purchase of the Products by Customer. This Agreement may be amended or modified only by a writing signed by each of the parties.

Pepsi Beverages Company		Customer	
Signature: <i>[Signature]</i>	Date:	Signature:	Date:



PEPSI BEVERAGES COMPANY

PepsiCo Distributor Partnership Beverage Agreement C

Customer Information

Name of Business: NORMAN MUNICIPAL AUTHORITY
CITY OF NORMAN PARKS AND RECREATION

Primary Contact: JASON OLSEN

Address: 201 W. GRAY BLDG C

City: NORMAN

State: OK

Zip: 73070

Customer E-mail:

COF Number(s): 3749201

(Include all numbers)

Fed Tax Id #:

State Tax Id #:

Business Phone: 405-366-5479

Cell #:

Business Owner:

PBC Information

PBC Location(s): OKLAHOMA CITY OK

Created By: Silas Stewart Route #:

PBC Market Unit: OKLAHOMA MKT Phone #: 4052696842

Sales Method: ☐ Authorized FS Distributor (Distributor Name:)

Agreement Term

Agreement Start Date: 10/1/2018

Agreement End Date: Later Of 9/30/2023

Or Volume Threshold 15,000

(Agreement automatically renews each year unless Cancellation is received at least ninety (90) days prior to the end of the term)

(Check Boxes and Specify, as applicable)

PBC Agrees To:

<input checked="" type="checkbox"/>	Loan at no charge (except where prohibited by law - in which event PBC shall charge the minimum legal rental fee allowed), where and as necessary coolers, fountain or other equipment to the Customer, to be placed and operated pursuant to the terms and conditions of this Agreement (as specified on reverse side).
<input checked="" type="checkbox"/>	Initial Equipment Placement shall be as follows (fill out as applicable): Coolers: One-Door Two-Door Three-Door Counter-top Energy Fountain: 6 Valve 8 Valve Bar guns (button) Special: Lipton Refreshing Iced Tea Juice Frozen Slush FUB Unit Other (Specify):
<input checked="" type="checkbox"/>	Provide, at no additional charge to the Customer (except where prohibited by law), periodic maintenance, necessary service and repairs to all Equipment loaned to Customer pursuant to this Agreement.
<input checked="" type="checkbox"/>	Authorize the above referenced Distributor to make available for purchase by Customer, the beverage Products and branded cups as listed below (subject to availability) at prices to be determined by such Distributor.
<input checked="" type="checkbox"/>	** Provide Customer with the opportunity to participate as a Basic Level Member of pepsirewards+ plus **PBC expressly reserves the right to modify or eliminate the Pepsi Rewards+Plus program and/or its requirements at its sole discretion. PBC shall notify Customer of any such changes prior to implementation. * If unredeemed, earned points will expire after two years * Visit www.pepsirewardsplus.com for full program details
<input checked="" type="checkbox"/>	For additional local PBC Field Input: 200 free cases of 16.9oz water or 12oz cans. Not to exceed \$1,000. Vending commission 30%

Customer Agrees To:

<input checked="" type="checkbox"/>	** Volume Based Term (Check box if applicable) * The Term of this Agreement shall commence on the Agreement Start Date listed above, and end on the later of: (1) 9/30/2023 or (2) the date on which Customer purchases of applicable Products from the Authorized FS Distributor meets or exceeds 15,000 Gallons/Cases.
<input checked="" type="checkbox"/>	EXCLUSIVITY - Customer agrees to exclusively serve the Products indicated below at the Outlet. The Products shall be the only beverages of their respective types sold, dispensed or otherwise made available, or in any way advertised, displayed, represented or promoted at or in connection with the Customer's Outlet.
<input checked="" type="checkbox"/>	NON-EXCLUSIVITY - Customer agrees to serve the Products indicated below at the Outlet, provided that Customer agrees that if PBC has provided Customer with fountain Equipment, Customer agrees to serve PBC's postmix Products exclusively at its Outlet.
<input checked="" type="checkbox"/>	Unless otherwise authorized by PBC, Customer shall purchase all its requirements for Products directly from the FS Distributor indicated above, and sell only those Products from the Equipment provided to the Customer by PBC. Unless approved by PBC, Customer shall not stock or serve any non-PBC Products (food or beverages) in Equipment.
<input checked="" type="checkbox"/>	Abide by the terms and conditions of this Agreement regardless of any change in suppliers to someone other than the Authorized FS Distributor above. Thus, in the event Customer ceases to do business with the Authorized FS Distributor, Customer shall provide PBC prompt notice and shall work with PBC to ensure that any new supplier of beverages will be able to provide Products to Customer in accordance with this Agreement (and thereby be substituted as the new Authorized FS Distributor). In the event that the proposed new supplier is not able to provide Customer with PBC's Products, then Customer shall notify such supplier that it cannot purchase its beverage requirements from said supplier and PBC shall use commercially reasonable efforts to notify and provide Customer with an alternative Sales Method (either via another authorized distributor or direct selling). In all such events, Customer shall be required to continue purchasing PBC Products pursuant to the terms of this Agreement and in accordance with any applicable terms and conditions pertaining to the alternative Sales Method as communicated to Customer by PBC or its agents.
<input checked="" type="checkbox"/>	REQUIRED PRODUCTS. Purchase, stock and distribute at least each of the Required Products (as specified below) at all times during the Term.

AGREED TO AND ACCEPTED BY:

For Pepsi Beverages Company	
Signature:	Date:
Print Name	Title
For Customer	
Signature:	Date:
Print Name	Title

Required Packages for this Agreement:

X Fountain Postmix/BIB 6.5oz/9.5oz (RTD Coffee) 12oz Cans 16oz (AMP) 16.9oz 20oz (Sobe) Cups Other:

FOUNTAIN/POSTMIX SKU REQUIREMENTS: (Must carry minimum of Six from the selection of Fountain/Postmix Products carried by the Authorized FS Distributor)

Pepsi Dt Pepsi Mist Mountain Dew Brisk Tea Mug CF
Dt Pepsi Dt Dew Mist Free Dr Pepper Crush Dt Dr Pepper
Lipton Refreshing Iced Tea: Sweet, Unsweet, Other Frozen Slush
Juice BIB Juice Cartridge

BOTTLE SKU REQUIREMENTS: Must Check One Level

(All shall be 16.9 oz bottles unless otherwise indicated)

Platinum: Must Purchase Pepsi, Dt Pepsi, Mist, Mountain Dew, Aquafina plus any three additional SKUs from brands below:

Gold: Must Purchase any five skus from brands below:

Silver: Must Purchase any three skus from brands below:

Pepsi, Diet Pepsi, Mountain Dew, Mist, Aquafina, Mug, Lipton, Life Water (20 oz), Starbucks RTD (9.5/6.5oz), AMP (16oz)

☒ Comply with the Terms of this Agreement as specified or incorporated by reference herein, including all terms and conditions specified on the second page.



PEPSI BEVERAGES COMPANY

Item 15.

PepsiCo Distributor Partnership Beverage Agreement C

Customer Information

Name of Business: NORMAN MUNICIPAL AUTHORITY
CITY OF NORMAN PARKS AND RECREATION DEPARTMENT

Primary Contact:

JASON OLSEN

Address: 201 W. GRAY BLDG C

City: NORMAN

State: OK

Zip Code: 73070

Customer E-mail:

COF Number(s): 3749201

(include all numbers)

Fed Tax ID #:**State Tax ID #:**

Business Phone: 405-366-5479

Cell #:

Business Owner:

PBC Information

PBC Location(s): OKLAHOMA CITY OK

Created By: Silas Stewart **Route #:** _____

PBC Market Unit: OKLAHOMA MKT Phone # 4052696842

Agreement Term

Agreement Start Date: 10/1/2018


Agreement End Date: 9/30/2023

PBC AGREEMENT OVERVIEW

X	Customer shall provide a list of the current locations of all Equipment loaned or rented to Customer by PBC ("Equipment List"), which shall include addresses and serial and asset numbers. Customer shall provide PBC with access to such Equipment at any time upon request. Failure to provide a complete Equipment List to PBC may result in: <input checked="" type="checkbox"/> Removal of Equipment <input checked="" type="checkbox"/> Forfeiture of all funds payable by PBC hereunder
X	PBC shall pay Development Funds Upfront as follows: X Annually: \$7000 Semi-Annually: \$ Quarterly: \$ Development Funds shall be paid for the years <u>2-5</u> and shall not exceed <u>\$28,000.00</u> in total payments. \$7,000 Year 2-5
X	PBC Shall Pay Marketing Funds* as follows: X Annually: \$500 Semi-Annually: \$ Quarterly: \$ *Marketing Funds shall be used for mutually agreed marketing and other programs. Development Funds may not represent a cash payment or be cumulative. Marketing Fund \$500 Per Year
X	PBC Shall Accrue Rebates* on purchased Products based on Schedule A: X Annually Semi-Annually Quarterly *Detailed in Schedule A under "Rebates per Case/Pkg" ***Based on 24 units/case unless otherwise noted in Schedule A \$1.00 Per Gallon Fountain. \$2.00 Per Case B&C
X	PBC Shall Pay accrued Rebate amounts within 90 days of the end of calendar quarter or year end, as applicable.
X	PBC Shall Pay a one-time Signing Bonus of \$10,000.00 Year 1 \$10,000
X	If customer receives shells and pallets from PBC they must be returned

Development Funds, Marketing Funds, Rebates, Signing Bonus. All such amounts set forth in this Agreement shall be earned over the quarter, year or term, as applicable, and shall be refunded pro rata by Customer if this Agreement is terminated prior to the Agreement End Date.

AGREED TO AND ACCEPTED BY:

For Pepsi Beverages Company	
Signature: 	Date
Print Name	Title
For Customer	
Signature:	Date
Print Name	Title

SCHEDULE A

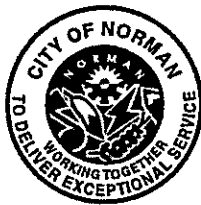
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Exclusions

The following Products are excluded from Schedule A and will not receive any rebates

File Attachments for Item:

24. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-74: AN AGREEMENT BETWEEN THE CITY OF NORMAN AND THE CENTER FOR CHILDREN AND FAMILIES TO OPERATE AND PROVIDE BOYS AND GIRLS CLUB PROGRAMMING AT THE REAVES PARK CENTER.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/14/23

REQUESTER: Veronica Tracy, Recreation Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-74: AN AGREEMENT BETWEEN THE CITY OF NORMAN AND THE CENTER FOR CHILDREN AND FAMILIES TO OPERATE AND PROVIDE BOYS AND GIRLS CLUB PROGRAMMING AT THE REAVES PARK CENTER.

BACKGROUND: In July 2023, the Parks and Recreation Department released Request for Proposal #2324-8 to solicit proposals for community programming within the Reaves Park Center located at 121 East Constitution Street. The Reaves Park Center most recently served as a construction office for the construction company working on the Reaves Park Norman Forward Renovation. When the construction company vacated the facility in Spring of 2023, the Parks and Recreation Department desired to solicit an operator to activate the area and bridge programming gaps in the Norman community.

DISCUSSION: The City received one proposal for operations at the Reaves Park Center from the Center for Children and Families, Inc. (CCFI). CCFI has served families in Norman since 1969 and currently operates youth programming at numerous locations in Norman.

CCFI's proposal included operations of a Boys and Girls Club site for teens at the Reaves Park Center. Within the Reaves Park Center, CCFI intends to create a teaching kitchen, while also providing high school students with recreational and quiet spaces that will allow them to have a separate space from school age children to have a meal, complete their homework, and socialize with friends.

The City Attorney's Office has worked with the Parks and Recreation Department as well as CCFI to draft a contract with an initial term of one year. Per the contract, the term may be automatically renewed up to four additional years. CCFI will pay for electricity for the facility, except during April and July due to the City's use of the area. The City will pay for water usage. Any alterations to the facility desired by CCFI will be funded by CCFI after approval by the City.

RECOMMENDATION: Staff recommends approval of Contract K-2324-74, an agreement between The City of Norman and The Center for Children and Families to operate and provide Boys and Girls Club programming at the Reaves Park Center.

Contract No. K-2324-74

AGREEMENT

This Agreement is a contract, made and entered into this _____ day of _____, 2023 by and between the City of Norman, a municipal corporation, hereinafter called the "City," and the Center for Children and Families, Inc., a non-profit corporation, hereinafter called "CCFI."

WITNESSETH:

WHEREAS, the City is the owner of public property in Cleveland County, Oklahoma, known as Reaves Park Center located on the southwest corner of Reaves Park and is bordered by Jenkins Avenue and Constitution Street.

WHEREAS, the City recognizes the importance of programs and activities that respond to cultural and economic diversity of the area for the further benefit of the health, safety and welfare of the residents of said City.

WHEREAS, CCFI, a United Way Agency of Norman, has served children and families in Norman since 1969.

WHEREAS, CCFI provides for the operation of the Boys and Girls Club of Norman.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree to the use of the Reaves Center, for the operation of Boys and Girls Club of Norman programing, as follows:

(1) The City hereby grants the right and privilege to CCFI to use, for the purpose stated, the following described property, to-wit:

That area of the Reaves Park grounds which surround and contain the building identified as the Reaves Park Center, 121 E. Constitution Street, Norman, OK. 73069.

To have and to hold for a term of one (1) year from the date of the execution of this lease. Thereafter, and subject to appropriation, this Agreement shall automatically renew on the anniversary of the Effective Date for as many as four successive Terms of equal duration upon the same general terms and conditions contained in this Agreement, or until such time as this lease may be terminated as provided herein, whichever date occurs first

(2) (a) CCFI agrees to pay to the City for such rights and privilege to accept lease of the building in the current condition, as is, without any further work by the City on the structure except for any work that is required to maintain the integrity and soundness of the structure the sum of one dollar (\$1.00) per year, which sum shall be payable in advance on or before the 1st

Contract No. K-2324-74

day of December each year of this Agreement. In lieu of additional monetary payment for use of the building and grounds, CCFI agrees to contribute obligations, services and improvements to the Reaves Park Center, which CCFI deems as appropriate in its sole discretion, as follows:

CCFI may equip the existing kitchen area as needed.

CCFI may remodel the building as needed to make it usable for its programming.

(b) CCFI shall not make any alterations, additions or improvements to the property without first notifying the City Manager or his designee, the Director of Parks and Recreation, who shall act as the agent of the City Council for purposes of achieving mutual agreement on alterations, additions, or improvements to the property. Agreement on alterations, additions, or improvements to the property shall not be unreasonably withheld, conditioned or delayed.

(c) No liens may be imposed or claims asserted against the property; therefore, the ongoing agreements for any alterations, improvements, or additions shall include the specific provision with regard to the method and timing of payment. At all stages, it shall be the responsibility of CCFI to secure lien releases from materials, contractors, and subcontractors prior to beginning any new work. CCFI shall make prompt and regular reports of any such improvements to the Director of Parks and Recreation, or upon his reasonable request pertaining thereto.

(d) Any such permanent improvements made to the building or grounds shall remain the property of the City, and CCFI shall have no claim to them or to compensation for their reasonable value or the enhanced value of the property.

(3) CCFI agrees to pay 100% of all electrical costs for the use of the Reaves Park Center 10 months out of the year, excluding April and July. Payment shall be made on a monthly basis within 30 days of invoice received from the City.

(4) It is agreed between the parties hereto that the purpose of operating the Reaves Park Center is to provide Boys and Girls Club related activities in compliance with CCFI policies and procedures. CCFI will not make or suffer any unlawful, improper, nuisance or offensive use of the premises, or any use or occupancy thereof contrary to any law or regulation, or any ordinance of City, now or hereafter made, which shall be either a public or private nuisance as those terms are defined in Oklahoma law, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the property or to increase the premium thereof. Furthermore, CCFI shall not store or allow to be stored on the premises any explosives, flammable materials, hazardous substances, dangerous materials, illegal drugs, contraband, or waste materials. Further, CCFI shall ensure that it adequately trains its employees and volunteers regarding these requirements.

Contract No. K-2324-74

(5) CCFI shall comply with all zoning regulations, code enforcement regulations, signage regulations and other laws of the U.S. Government, the State of Oklahoma and the Code of Ordinances of the City of Norman, Oklahoma.

(6) CCFI agrees to indemnify and hold the City harmless from and against all liability for injuries or death to persons, legal expense or damage to property caused by CCFI's use of said property, its right and privilege or that of its agents or employees; provided, however, that CCFI shall not be liable for injury, damage or loss occasioned by the sole negligence of the City, its agents or employees; and provided further that the City shall give to CCFI prompt and timely notice of any claim or suit instituted, which in any way directly or indirectly, contingently or otherwise, affects or might affect CCFI, and CCFI shall have the right to compromise and defend the same to the extent of its own interest.

(7) CCFI shall, at its own expense, keep in force insurance of the following types, naming the City as co-insured, and in not less than the following amounts, issued by a company or companies licensed to do business in Oklahoma and is of sound and adequate financial responsibility, against all liabilities for accidents arising out of or in connection with CCFI's use of said right and privilege, except when caused by the City's negligence or that of its agents or employees, and shall furnish to the City certificates evidencing such insurance subject to the limitations set forth above in respect to the City's sole negligence and CCFI shall furnish a certificate to the effect that such insurance shall not be changed or cancelled without ten (10) days prior notice to the City, said notice shall be written and shall be given by CCFI, to wit:

- (A) Worker's Compensation Insurance as prescribed by State Statute.
- (B) Provide insurance both liability for personal injury and property damage in limits prescribed by the Oklahoma Tort Claims Act and subsequent revisions thereto.

In 2023 the amount of coverage required would be Twenty-five Thousand Dollars (\$25,000.00) for any claim or to any claimant who has more than one claim for loss of property arising out of a single act, accident, or occurrence;

One Hundred Seventy-five Thousand Dollars (\$175,000.00) to any claimant for a claim for any other loss arising out of a single act, accident, or occurrence.

One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single occurrence or accident.

CCFI acknowledges that during the term of this contract, Title 51 Okla. Stat. Section 154 may be revised and that CCFI agrees to carry coverage for the new required amounts when they go into effect.

Contract No. K-2324-74

(8) Maintenance of Property

- (A) CCFI agrees to maintain all ground areas used by it, its members or patrons in a clean, sanitary and orderly manner at all times by removing all debris, of every kind, deposited upon said ground by CCFI, its members or patrons, at the conclusion of each and every period of use, at its own expense.
- (B) CCFI shall perform all maintenance duties and activities described in the attached Exhibit A.
- (C) CCFI agrees to keep all vegetation within the described grounds viable and healthy throughout the growing season, and to mow any grass areas at least once a week if weather allows.
- (D) CCFI shall be responsible for stocking, cleaning and maintaining the restrooms.
- (E) The City shall perform the maintenance duties and activities described in the attached Exhibit B.

(9) Events on Property.

- (A) CCFI shall schedule and periodically report how the premises are used by the Boys and Girls Club. CCFI may charge for activities and programs provided at or on Center grounds.
- (B) CCFI shall provide an overall schedule to the Parks and Recreation Department of regularly scheduled programming, as well as dates of special events and other seasonal events.
- (C) This contract neither authorizes nor forbids such disciplinary measures as may be necessary to maintain order at events and programs of CCFI. CCFI's enforcement of the rules of its own programs are not authorized, sanctioned or endorsed by the City, and shall not serve as a basis for a suit against the City, its officers or employees.
- (D) CCFI agrees that the City has the right of first refusal for any dates or times that the Center is open and not being used by CCFI for its programming. The City will require full use of the Center every July 3, 4 and 5th during the term of this contract. It is further agreed that should the City receive a third-party request to

Contract No. K-2324-74

use the facilities, CCFI shall make a reasonable effort to accommodate said request, and said approval shall not to be unreasonably withheld by CCFI.

- (E) CCFI agrees that all agreements for third party use of the Center shall be designed to be financially beneficial to CCFI and that a copy of all such agreements shall be provided to the City upon request.
 - (F) It is understood that CCFI may charge a light fee to any group which is requesting light usage of the Center. It is also understood that CCFI may charge additional fees in an amount to recover any extra maintenance expenses which might be incurred by the event. CCFI agrees that all fees charged to third party agreements shall be applied consistently and be used for Boys and Girls Club programming or maintenance of the Center.
 - (G) CCFI agrees that no officer or member of CCFI shall be allowed a commission, refund or rebate of any kind relative to the Boys and Girls Club programs or this contract.
- (10) Recordkeeping and Reporting.
- (A) CCFI shall supply an annual report to the City Parks and Recreation Department and the Norman City Council prior to January 1st of each year. The annual report shall include a summary of all activity along with revenue and expenditure summaries for the preceding year. All detailed records shall be made available for review within ten days by CCFI upon request from the City of Norman. The annual report shall also include the following:
 - 1. Narrative of all programs and activities offered by Boys and Girls Club
 - 2. Organization mission statement and goals
 - 3. Fee structure
 - 4. Number of scholarships
 - 5. Age of participants
 - 6. Breakdown of revenues and expenditures by category
 - 7. Disclosure of all commissions, refunds and rebates to the organization
 - 8. CCFI's beginning and ending fund balance related to the Center and its programs
 - 9. Annual CCFI budget for the Center including revenue, maintenance and operating and capital costs

Contract No. K-2324-74

10. Current record of officers, including who can authorize expenditures.

11. Names of those responsible for maintaining books and records

- (B) CCFI shall provide to the Parks and Recreation Department an estimated budget prior annually to be delivered within 30 days of CCFI budget adoption. The budgets shall include revenue and expenditure projections in the areas of programs, events, capital equipment and capital improvements.
- (C) CCFI agrees to maintain all financial records associated with programming and events at the Center for a period of seven years. These financial records shall be maintained in such detail as to account for gross receipts and expenditures for all significant organization activity related to the Center. The financial recording system shall be reviewed and approved by the City's Department of Finance for the purpose of maintaining a minimum accounting standard acceptable to both parties.
- (D) Proceeds from the operation of the Center shall be used for the operation, maintenance and improvement of the Center. The City of Norman Parks and Recreation Department shall review and report to Council annually that all necessary maintenance and improvements have been made to the Center and the surrounding grounds.

(11) It is further understood and agreed between the parties that the right and privilege granted by this contract are subject to all ordinances, rules and regulations of the City governing all the activities in Reaves Park and the Reaves Park Center, including all sanitary regulation of any governmental authority which the City may be authorized to enforce.

(12) Notice. Any notice provided pursuant to this Contract shall be mailed or delivered to such officer of the CCFI or other person as designated by CCFI. CCFI agrees to inform the City immediately after its annual election the names of its officers for the ensuing year the addresses to which such notice may be mailed or delivered. Any notice to be given to the City shall be directed to the Director of the Parks and Recreation Department of the City of Norman.

(13) Termination.

- (A) Either party shall have the right to cancel this contract for any reasons provided thirty (30) days written notice is provided. If the City is cancelling the contract, prior to the proposed effective date of cancellation, CCFI shall be afforded a hearing before the Board of Park Commissioners, if requested. The results of such

Contract No. K-2324-74

hearing shall not be binding on the City as constituting a limitation upon its power to cancel this contract

- (B) In the event this contract is cancelled, for any reason, CCFI shall have the right to remove any movable non-permanent improvements and/or structures provided or donated entirely by CCFI within ninety (90) days after cancellation of this contract, clearing all debris and litter from said property in a clean and orderly condition, to the satisfaction of the City. Any improvements or structures not moved within ninety (90) days after satisfaction of any indebtedness shall become property of the City.
- (14) CCFI agrees further that it will not deny membership in such CCFI activities, programs, or events to any person on the basis of race, religion, color, creed, sex, sexual orientation or gender, marriage, age, ancestry or national origin.
- (15) This Agreement shall not be assigned by CCFI without prior written consent of the City of Norman, said consent not to be unreasonably withheld.
- (16) This contract is governed by the laws of the State of Oklahoma. The exclusive venue for any court action related to the terms of this contract shall be the District Court in and for Cleveland County, Oklahoma.

[the remainder of this page left blank intentionally]

ORIGINAL SENT TO
CITY OF NORMAN
JAN 11 1974
BY MAIL

Contract No. K-2324-74

In Witness Whereof, the parties hereunto set their hands and seals the date first above written.

CENTER FOR CHILDREN AND FAMILIES, INC.

BY

Melissa Simpson Klink
Melissa Simpson Klink, Chief Executive Officer

Before me, the undersigned, a Notary Public in and for said County and State, this 16 day of October, 2023, personally appeared Melissa Klink 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.

My commission expires:

04/26/2024

Sara Jane Delmonte
Notary Public
Commission #12004040

CITY OF NORMAN

Approved as to form and legality this _____ day of _____, 2023

City AttorneyBy: _____
Mayor

ATTEST:

City Clerk

Sara Jane Delmonte
Notary Public
Oklahoma
Commission #12004040

Contract No. K-2324-74

EXHIBIT A

RESPONSIBILITIES OF
CENTER FOR CHILDREN AND FAMILIES, INC.

1. Maintain landscaping and lawns on the property adjacent to Reaves Park Center, as shown on the attached map, to include watering.
2. Mow lawns on a weekly basis as weather allows.
3. Ensure that all participants have proper and necessary safety equipment to participate in programs in a safe manner.
4. Maintain any existing watering system and monitor for leaks, if applicable.
5. Pick up trash on a daily basis in complex and common areas around Reaves Park Center and within the Center.
6. Make minor repairs and maintenance to the Center, including painting and other necessary repairs.
7. Pay the electrical cost of the Reaves Park Center for 10 months out of the year (excluding April and July).
8. Work with Community Organizations and the City in coordinating other uses of the Reaves Park Center when the Boys and Girls Club events are not being held within the Center.

Contract No. K-2324-74

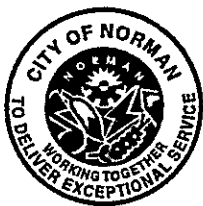
EXHIBIT B

RESPONSIBILITIES OF THE CITY OF NORMAN (CITY)

1. Mowing on surrounding areas of Reaves Park that are not part of the immediate Reaves Park Center grounds.
2. Major repairs and maintenance not caused by CCFI negligence.
3. Provide and pay for water usage at Reaves Park Center.
4. Clean up and remove any litter, trash, items leftover from City use of Center during the term of this contract.

File Attachments for Item:

29. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2324-80: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND THE NORMAN MUNICIPAL AUTHORITY TRANSFERRING \$37,609.76 FROM THE REIMBURSEMENTS-REFUNDS-MISCELLANEOUS GENERAL ACCOUNT TO BE USED FOR THE SENIOR WELLNESS CENTER PROJECT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/14/2023

REQUESTER: Jason Olsen, Director of Parks & Recreation

PRESENTER: Elisabeth Muckala, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2324-80: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND THE NORMAN MUNICIPAL AUTHORITY TRANSFERRING \$37,609.76 FROM THE REIMBURSEMENTS-REFUNDS-MISCELLANEOUS GENERAL ACCOUNT TO BE USED FOR THE SENIOR WELLNESS CENTER PROJECT.

BACKGROUND:

In October 2015, Norman citizens passed the NORMAN FORWARD initiative, funding various quality-of-life projects through a one-half percent (½%) sales tax increase over fifteen (15) years. The NORMAN FORWARD initiative included authorization for a project to construct a new Senior Citizen's Recreation Center. After ongoing community input, the project's scope was expanded into a Senior Wellness Center, later named the Adult Wellness and Education Center (AWE).

The AWE will be located on City-owned land on the southeast corner of Norman Regional Health System's (NRHS) Porter Wellness Village, off North Findlay Avenue. The new AWE will include an indoor, heated saltwater pool with lap swimming, water walking, and hydrotherapy seating; an indoor walking track and training space; a fitness classroom area; lounge and game rooms; both wet and dry craft areas; a small prep and demonstration kitchen; and multipurpose rooms that can be used for eating, events, classes, theatrical plays, games, and much more.

The property on which the AWE project is located is directly adjacent, to the east, of property owned by the Norman Regional Hospital Authority d/b/a Norman Regional Health System (NRHS) and subject to a long-term lease by NRHS to NEP Norman, LP ("NEP Parcel"). As a long-term ground lessee, NEP has constructed a structure on the NEP Parcel and coordinated with the City of Norman regarding construction of a fire circulation drive for the joint use and benefit of the City Parcel and NEP Parcel.

On October 10, 2023, the City Council approved Contract K-2324-84 Compensation Agreement with NEP Norman, LP for AWE Center Fire Circulation Drive Construction. The Agreement provided that NEP is responsible to pay fifty percent (50%) of the construction cost associated with the portion of the Fire Circulation Drive that sits on the City Parcel. NEP's share of the

construction cost under the Agreement was \$37,609.76. The City deposited these funds in the General Fund revenue account Reimbursements-Refunds-Miscellaneous General (Account 109-365251). An appropriation is needed to move the funds into the AWE project budget.

RECOMMENDATION:

City Staff recommends approval of R-2324-80 to transfer the funds of \$37,609.76 from revenue account Reimbursements-Refunds-Miscellaneous General (Account 109-365251) to the Norman Forward Fund, Senior Wellness Center Project, Construction account (51793365-46101; Project NFP111) for use in the AWE project budget.

Resolution

R-2324-80

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND NORMAN MUNICIPAL AUTHORITY, TRANSFERRING \$37,609.76 FROM THE REIMBURSEMENTS-REFUNDS-MISCELLANEOUS GENERAL ACCOUNT TO BE USED FOR THE SENIOR WELLNESS CENTER PROJECT.

- § 1. WHEREAS, in October 2015, Norman citizens passed the NORMAN FORWARD initiative, funding various quality-of-life projects through a one-half percent (½%) sales tax increase over fifteen (15) years; and
- § 2. WHEREAS, after ongoing community input, the project's scope was expanded into a Senior Wellness Center, later named the Adult Wellness and Education Center (AWE); and
- § 3. WHEREAS, the property on which the AWE project is located is directly adjacent, to the east, of property owned by the Norman Regional Hospital Authority d/b/a Norman Regional Health System (NRHS) and subject to a long-term lease by NRHS to NEP Norman, LP ("NEP Parcel"); and
- § 4. WHEREAS, as a long-term ground lessee, NEP has constructed a structure on the NEP Parcel and coordinated with the City of Norman regarding construction of a fire circulation drive for the joint use and would benefit both parties and that the NEP would be responsible for fifty percent (50%) of the construction costs; and
- § 5. WHEREAS, on October 10, 2023, the City Council approved Contract K-2324-84 a Compensation Agreement with NEP Norman, LP for AWE Center Fire Circulation Drive Construction and \$37,609.76 were deposited in the General Fund revenue account Reimbursements-Refunds-Miscellaneous General account.

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

- § 6. That the following appropriation of funds be approved for the reason as stated above.

<u>Account Name</u> (Gaining Account)	<u>Losing Account</u>	<u>Gaining Account</u> <u>Number</u>	<u>Amount</u>
NORMAN FORWARD Fund, Senior Wellness Center Project, Construction	Reimbursements-Refunds- Miscellaneous General (109-365251)	51793365-46101; Project NEP111	\$37,609.76

PASSED AND ADOPTED this 14th day of November, 2023

Mayor/Chairman

ATTEST:

City Clerk/Secretary



R-2324-70

PASSED AND ADOPTED this _____ day of _____, 2023.

Mayor

ATTEST:

City Clerk

File Attachments for Item:

46. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO RESOLUTION R-2324-52: AN AMENDMENT TO A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA CREATING AN AD HOC STEERING COMMITTEE TO WORK WITH THE CITY OF NORMAN'S CONSULTANTS IN THE CREATION OF THE CITY'S AREA AND INFRASTRUCTURE MASTER PLAN ("AIM NORMAN") TO NAME A REPLACEMENT FOR A STEERING COMMITTEE MEMBER, ACKNOWLEDGING THE ADDITION OF THE PARKS AND RECREATION MASTER PLAN, ADDING TO THE LIST OF PARTNERS, CLARIFYING THE PROCESS OF SELECTION OF SUBCOMMITTEE MEMBERS, AND SETTING FORTH ATTENDANCE REQUIREMENTS FOR STEERING COMMITTEE MEMBERS.

Amend. 1 to R-2324-52

AN AMENDMENT TO A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA CREATING AN AD HOC STEERING COMMITTEE TO WORK WITH THE CITY OF NORMAN'S CONSULTANTS IN THE CREATION OF THE CITY'S AREA AND INFRASTRUCTURE MASTER PLAN ("AIM NORMAN") TO NAME A REPLACEMENT FOR A STEERING COMMITTEE MEMBER, ACKNOWLEDGING THE ADDITION OF THE PARKS AND RECREATION MASTER PLAN, ADDING TO THE LIST OF PARTNERS, CLARIFYING THE PROCESS OF SELECTION OF SUBCOMMITTEE MEMBERS, AND SETTING FORTH ATTENDANCE REQUIREMENTS FOR STEERING COMMITTEE MEMBERS.

- § 1. WHEREAS, the City of Norman's current Comprehensive Plan, the Norman 2025 Land Use and Transportation Plan, was adopted November 16, 2004 by Resolution R-0405-39, as an update to the 2020 Land Use and Transportation Plan, adopted in 1997.
- § 2. WHEREAS, the City has not updated its Comprehensive Plan in 19 years and the City has seen substantial growth since 2004, from 105,336 to 132,290, according to projected population through December 2022 based on permit records. The city has seen 9,820 acres developed since the 2025 Plan was adopted, and during the last 15 years multi-family and student-housing products have increased dramatically.
- § 3. WHEREAS, Norman's growth has spurred the development, update and adoption of multiple related master plans including storm water, water supply, parks, open space and transportation, as well as updates to the City's 2001 Wastewater Master Plan.
- § 4. WHEREAS, the City is now in possession of critical 2020 Census data, a tool not available during previous comprehensive planning efforts, and now acknowledges the passage of time since updates of these many master plans.
- § 5. WHEREAS, the City has declared its commitment to efforts to develop updated master plans, to support a new Comprehensive Land Use Plan, that will provide a unified vision to match the growth of Norman as well as the quality of life that its citizens deserve and expect by selecting RDG Planning & Design, Inc. and its team pursuant to Request for Proposal 2223-29 on July 25, 2023, by Contract K-2324-46, to create the following new and updated plans:
- Comprehensive Plan
 - Housing Market Analysis and Affordability Strategy
 - Comprehensive Transportation Plan Update
 - Stormwater Master Plan Update

Amend. 1 to R-2324-52

- Water Hydraulic Modeling Update
- Wastewater Master Plan
- Parks and Recreation Master Plan

§ 6. WHEREAS, going forward these services will collectively be referred to as the Norman Area and Infrastructure Master Plan ("AIM Norman").

§ 7. WHEREAS, the City Council adopted Resolution R-2324-52 on August 22, 2023 appointing seventeen residents, representing the various wards in Norman, as well as providing a diverse field of background, knowledge, skill and expertise, to an ad hoc steering committee to work with RDG in the creation of the AIM Norman Plan.

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

§ 8. That, the AIM Norman Ad Hoc Steering Committee ("AIM Norman Steering Committee") shall be created on an ad hoc basis to provide guidance and input regarding the creation of the AIM Norman Plan.

§ 9. That, the following persons shall be appointed as voting members to the Committee:

Mitch Biesmeyer, Patrick Schrank, Alex Lanphere, Terry Van Winkle, Elizabeth McKinney, Evan Nixon, Derek Rosendahl, Lee Hall, Jayke Flaggert, Shavonne Evans, Lanny Smith, Dan Bergey, Amanda Nairn, Inger Giuffrida, Charles Custer, Jim Adair and Richard McKown.

§ 10. A person from each of the following entities, agencies or groups shall serve as non-voting advisors ("Partners") to the AIM Norman Steering Committee voting members:

University of Oklahoma
Cleveland County Commissioners
Norman Chamber of Commerce
Visit Norman
Sooner Mall
Sooner Centurions
Moore Norman Technology Center
Norman Public Schools
The Oklahoma Academy
OU Corporate Partnerships and Economic Development
Hitachi-Vantara
Absentee Shawnee Tribe
Norman Economic Development Coalition
Norman Regional Health System
Chickasaw Nation Industries, Inc.

Amend. 1 to R-2324-52

- § 11. That Elizabeth McKinney shall serve as Chair of the AIM Norman Steering Committee.
- § 12. That the AIM Norman Steering Committee shall create sub-committees to assist in these tasks, and that a member of the AIM Norman Steering Committee shall serve as a Chair to each of these sub-committees.
- (a) That interested sub-committee members shall first submit a Boards and Commissioners Application as provided on the City's website at <https://www.normanok.gov/your-government/boards-commissions>.
- (b) That each sub-committee member shall be vetted by the Steering Committee according to their knowledge, skill, background or expertise in the subject to be addressed in each subcommittee, giving due consideration to representation from the community in general as well as those with specific qualifications.
- (c) That all sub-committee members shall be approved by a simple majority vote of the AIM Norman Steering Committee after consideration of the criteria set forth herein.
- (d) That said sub-committees shall meet as frequently as necessary to complete their tasks in assistance to the AIM Norman Steering Committee, and shall disband upon the AIM Norman Steering Committee disbanding
- § 13. That said AIM Norman Steering Committee should meet no less than once a month to fulfill its purpose, and shall disband upon completion of the tasks set forth herein.
- § 14. That said AIM Norman Steering Committee members shall not miss more than three (3) meetings, and any member missing more than three (3) meetings may be removed and/or replaced.

PASSED AND ADOPTED this _____ day of _____, 2023.

Mayor

ATTEST:

City Clerk

Amend. 1 to R-2324-52

AN AMENDMENT TO A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA CREATING AN AD HOC STEERING COMMITTEE TO WORK WITH THE CITY OF NORMAN'S CONSULTANTS IN THE CREATION OF THE CITY'S AREA AND INFRASTRUCTURE MASTER PLAN ("AIM NORMAN") TO NAME A REPLACEMENT FOR A STEERING COMMITTEE MEMBER, ACKNOWLEDGING THE ADDITION OF THE PARKS AND RECREATION MASTER PLAN, ADDING TO THE LIST OF PARTNERS, CLARIFYING THE PROCESS OF SELECTION OF SUBCOMMITTEE MEMBERS, AND SETTING FORTH ATTENDANCE REQUIREMENTS FOR STEERING COMMITTEE MEMBERS.

- § 1. WHEREAS, the City of Norman's current Comprehensive Plan, the Norman 2025 Land Use and Transportation Plan, was adopted November 16, 2004 by Resolution R-0405-39, as an update to the 2020 Land Use and Transportation Plan, adopted in 1997.
- § 2. WHEREAS, the City has not updated its Comprehensive Plan in 19 years and the City has seen substantial growth since 2004, from 105,336 to 132,290, according to projected population through December 2022 based on permit records. The city has seen 9,820 acres developed since the 2025 Plan was adopted, and during the last 15 years multi-family and student-housing products have increased dramatically.
- § 3. WHEREAS, Norman's growth has spurred the development, update and adoption of multiple related master plans including storm water, water supply, parks, open space and transportation, as well as updates to the City's 2001 Wastewater Master Plan.
- § 4. WHEREAS, the City is now in possession of critical 2020 Census data, a tool not available during previous comprehensive planning efforts, and now acknowledges the passage of time since updates of these many master plans.
- § 5. WHEREAS, the City has declared its commitment to efforts to develop updated master plans, to support a new Comprehensive Land Use Plan, that will provide a unified vision to match the growth of Norman as well as the quality of life that its citizens deserve and expect by selecting RDG Planning & Design, Inc. and its team pursuant to Request for Proposal 2223-29 on July 25, 2023, by Contract K-2324-46, to create the following new and updated plans:
- Comprehensive Plan
 - Housing Market Analysis and Affordability Strategy
 - Comprehensive Transportation Plan Update
 - Stormwater Master Plan Update

Amend. 1 to R-2324-52

- Water Hydraulic Modeling Update
- Wastewater Master Plan
- Parks and Recreation Master Plan

- § 6. WHEREAS, going forward these services will collectively be referred to as the Norman Area and Infrastructure Master Plan ("AIM Norman").
- § 7. WHEREAS, the City Council adopted Resolution R-2324-52 on August 22, 2023 appointing seventeen residents ~~Mayor (and City Council?) has (have?) identified 17~~ persons, representing the various wards in Norman, as well as providing a diverse field of background, knowledge, skill and expertise, ~~for appointment to an ad hoc steering~~ committee to work with RDG in the creation of the AIM Norman Plan.

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

- § 8. That, the AIM Norman Ad Hoc Steering Committee ("AIM Norman Steering Committee") shall be created on an ad hoc basis to provide guidance and input regarding the creation of the AIM Norman Plan.

- § 9. That, the following persons shall be appointed as voting members to the Committee:

Mitch Biesmeyer, Patrick Schrank, Alex Lanphere, Terry Van Winkle, Elizabeth McKinney, Evan Nixon, Derek Rosendahl, Lee Hall, Jayke Flaggert, Shavonne Evans, Lanny Smith, Dan Bergey, Amanda Nairn, Inger Giuffrida, ~~Tara Casillas,~~ Charles Custer, Jim Adair and Richard McKown.

- § 10. A person from each of the following entities, agencies or groups shall serve as non-voting advisors ("Partners") to the AIM Norman Steering Committee voting members:

University of Oklahoma
 Cleveland County Commissioners
 Norman Chamber of Commerce
 Visit Norman
 Sooner Mall
 Sooner Centurions
 Moore Norman Technology Center
 Norman Public Schools
 The Oklahoma Academy
 OU Corporate Partnerships and Economic Development
 Hitachi-Vantara
 Absentee Shawnee Tribe
 Norman Economic Development Coalition
Norman Regional Health System

Amend. 1 to R-2324-52Chickasaw Nation Industries, Inc.

- § 11. That Elizabeth McKinney shall serve as Chair of the AIM Norman Steering Committee.
- § 12. That the AIM Norman Steering Committee shall create sub-committees to assist in these tasks, and that a member of the AIM Norman Steering Committee shall serve as a Chair to each of these sub-committees.
- (a) That interested sub-committee members shall first submit a Boards and Commissioners Application as provided on the City's website at <https://www.normanok.gov/your-government/boards-commissions>.
- (b) That each sub-committee member shall be vetted by the Steering Committee according to their knowledge, skill, background or expertise in the subject to be addressed in each subcommittee, giving due consideration to representation from the community in general as well as those with specific qualifications.
- (c) That all sub-committee members shall be approved by a simple majority vote of the AIM Norman Steering Committee after consideration of the criteria set forth herein.
- (d) That said sub-committees shall meet as frequently as necessary to complete their tasks in assistance to the AIM Norman Steering Committee, and shall disband upon the AIM Norman Steering Committee disbanding.
- § 13. That said AIM Norman Steering Committee should meet no less than once a month to fulfill its purpose, and shall disband upon completion of the tasks set forth herein.
- § 14. That said AIM Norman Steering Committee members shall not miss more than three (3) meetings, and any member missing more than three (3) meetings may be removed and/or replaced.

PASSED AND ADOPTED this _____ day of _____, 2023.

Mayor

ATTEST:

City Clerk

File Attachments for Item:

1. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2324-17: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, COMMENDING CITY EMPLOYEES AND DEPARTMENT COORDINATORS FOR THEIR GENEROSITY AND LEADERSHIP IN THE 2023 UNITED WAY OF NORMAN CHARITY CAMPAIGN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/28/2023

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Brenda Hall, City Clerk

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2324-17: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, COMMENDING CITY EMPLOYEES AND DEPARTMENT COORDINATORS FOR THEIR GENEROSITY AND LEADERSHIP IN THE 2023 UNITED WAY OF NORMAN CHARITY CAMPAIGN.

Proclamation

P-2324-17

A PROCLAMATION OF THE MAYOR OF THE CITY OF
NORMAN, OKLAHOMA COMMENDING CITY
EMPLOYEES AND DEPARTMENT COORDINATORS FOR
THEIR GENEROSITY AND LEADERSHIP IN THE 2023
UNITED WAY OF NORMAN CHARITY CAMPAIGN.

- § 1. WHEREAS, United Way of Norman hosts an annual fundraising campaign during which department coordinators rally City employees to raise funds for 24 local agencies that provide 34 programs in the Norman area; and
- § 2. WHEREAS, department coordinators dedicate a portion of their time to the campaign from September through November, organizing fundraisers and rallies to raise awareness and encourage their co-workers to donate; and
- § 3. WHEREAS, United Way of Norman's 24 local agencies are an essential part of the campaign's success, working hard to serve more than 63,000 in Norman every year; and
- § 4. WHEREAS, by giving to the United Way of Norman's annual campaign, employees are helping the less fortunate, feeding the hungry, supporting a vibrant arts community; and
- § 5. WHEREAS, the annual United Way of Norman campaign has raised more than \$60,000 over the last two years, helping fulfill the unmet needs in Norman topping the \$30,000 mark for two years in a row; and
- § 6. WHEREAS, the City desires to recognize the United Way of Norman campaign department coordinators and City employees for their dedication to the residents of Norman.

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

- § 7. Do hereby thank and commend City employees and department coordinators for their generosity and hard work in making Norman a better place to live.

PASSED AND APPROVED THIS 28th day of November, 2023.

Mayor

ATTEST:

City Clerk

