City of Norman, OK

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

Meeting Agenda

Tuesday, January 22, 2013

6:30 PM

Municipal Building Council Chambers

City Council

Mayor Cindy Rosenthal
Council Member Roger Gallagher
Council Member Tom Kovach
Council Member Robert Castleberry
Council Member Greg Jungman
Council Member Dave Spaulding
Council Member Jim Griffith
Council Member Linda Lockett
Council Member Chad Williams

1 **Roll Call**

2 **Pledge of Allegiance**

3 GID-1213-48 APPROVAL OF THE MINUTES AS FOLLOWS:

CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION COMMITTEE MINUTES OF DECEMBER 17, 2012
CITY COUNCIL CONFERENCE MINUTES OF DECEMBER 18, 2012
CITY COUNCIL FINANCE COMMITTEE MINUTES OF DECEMBER 19, 2012
CITY COUNCIL BUSINESS AND COMMUNITY AFFAIRS MINUTES OF JANUARY 3, 2013
CITY COUNCIL CONFERENCE MINUTES OF JANUARY 8, 2013
CITY COUNCIL MINUTES OF JANUARY 8, 2013
NORMAN UTILITIES AUTHORITY MINUTES OF JANUARY 8, 2013
NORMAN MUNICIPAL AUTHORITY MINUTES OF JANUARY 8, 2013
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF JANUARY 8, 2013

Attachments: December 17 CPT Minutes

December 18 Conference Minutes

December 19 Finance Committee minutes

January 3 BACA Minutes

January 8 Conference Minutes

January 8 CC Minutes

ACTION NEEDED: Acting as the City Council, Norman Utilities Authority, Norman Municipal Authority, and Norman Tax Increment Finance Authority, motion to approve the minutes, and, if approved, direct the filing thereof.

ACTION TAKEN: _____

Proclamation

4 P-1213-10 PROCLAMATION NO. P-1213-10: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SATURDAY, FEBRUARY 9, 2013, AS MARDI GRAS IN THE CITY OF NORMAN.

Attachments: Mardi Gras

ACTION NEEDED: Motion to acknowledge receipt of Proclamation No. P-1213-10 proclaiming Saturday, February 9, 2013, as Mardi Gras in the City of Norman.

ACTION TAKEN: _____

5 Consent Docket

Consent Docket

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 6 through Item 32 be placed on the consent docket.

ACTION NEEDED: Motion to place Item through Item on the Consent Docket by unanimous vote.

ACTION TAKEN:

ACTION NEEDED: Acting as the City Council, Norman Utilities Authority, Norman Municipal Authority, and Norman Tax Increment Finance Authority, motion to approve or acknowledge all items on the Consent Docket subject to any conditions included in the individual action needed by item.

ACTION TAKEN:

Ordinance

6 O-1213-23 CONSIDERATION OF ORDINANCE NO. O-1213-23 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A DRAINAGE EASEMENT LOCATED IN CCC ADDITION NO. 1 OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3650 CLASSEN BOULEVARD)

Attachments: Text File O-1213-23 First Reading

O-1213-23 Wynn UE Closure

77StorgePlace Location

Memo from Clerk CCC

Wynn Request

Radius Map Wynn

Wynn DE Staff Rpt

CCC Addition Drainage Map

12-13-12 PC Minutes - CCC Addition 1 DE

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1213-23 upon First Reading by title.

ACTION TAKEN: _____

Legislative History

12/13/12	Planning Commission	Recommended for Adoption at a subsequent City Council Meeting to the City Council

7 O-1213-26 CONSIDERATION OF ORDINANCE NO. O-1213-26 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING AND RELOCATING A DRAINAGE EASEMENT LOCATED IN BLOCK 7 OF NORTHRIDGE INDUSTRIAL PARK, SECTION 3, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3501 THROUGH 3525 WELLSITE DRIVE)

Attachments: Text File O-1213=26

O-1213-26 Caddell DE

E-1213-15

Wellsite Location Map

Northridge Drawing.pdf

Caddell Request

Caddell Radius Map

Caddell Staff Report

1-10-13 PC Minutes - O-1213-26

ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1213-23 upon First Reading by title.

ACTION TAKEN: _____

Legislative History

1/10/13	Planning Commission	Recommended for Adoption at a subsequent City Council Meeting to the City Council

Appointment

8 AP-1213-21 CONSIDERATION OF THE FOLLOWING APPOINTMENTS TO THE COMPREHENSIVE TRANSPORTATION PLAN SUBCOMMITTEES:

AUTOMOBILE CAPACITY AND QUALITY OF SERVICE AND PARKING
- CHARLES HOLLINGSWORTH, CO-CHAIR
- JOE SPARKS, CO-CHAIR
- JIM ADAIR
- ROBIN ALLEN
- STEPHEN KORANDA
- SUZANNE MCAULEY
- BILL NATIONS
- CHARLIE NICHOLSON
- RAINEY POWELL
- CHUCK THOMPSON

PEDESTRIAN AND BICYCLE MOBILITY AND SAFETY AND STREETSCAPE
- CHRIS APPLEGATE, CO-CHAIR
- BRAD WORSTER, CO-CHAIR
- ROGER BROWN
- EVAN DUNN
- JOHN HIGH
- DAVID HUDDLESTON
- MARGUERITE LARSON
- GARY MILLER
- MARK NANNY
- JENNIFER NEWELL
- RENEE O'LEARY
- LARRY WALKER

TRANSIT CAPACITY AND QUALITY OF SERVICE
- DOUG MYERS, CO-CHAIR
- TOM SHERMAN, CO-CHAIR
- MARY ALBERT
- RACHEL BUTLER
- TERESA CAPPS
- MARION HUTCHISON
- RICHARD MCKOWN
- CHRIS NANNY
- CODY PONDER
- LINDA SHANNON
- KARLEEN SMITH
- EVAN STAIR

FREIGHT MOVEMENT, AIRPORTS AND EMERGENCY RESPONSE
- WALT STRONG, CO-CHAIR
- NICK HATHAWAY, CO-CHAIR
- JIM BAILEY
- HAROLD BROOKS
- CHRIS DAVIS
- DR. JOHN DYER
- HAROLD HEIPLE
- RICK NAGEL
- JOE LESTER
- EDDIE SIMS
- JOE SOBER

Attachments: Text File CTP Subcommittees

ACTION NEEDED: Motion to confirm or reject the appointments.

ACTION TAKEN: _____

Report/Communication

9 RPT-1213-28 SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF DECEMBER 31, 2012, AND DIRECTING THE FILING THEREOF.

Attachments: Finance Director's Report December 2012

ACTION NEEDED: Motion to acknowledge receipt of the report and direct the filing thereof.

ACTION TAKEN: _____

10 RPT-1213-27 SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF DECEMBER, 2012, AND DIRECTING THE FILING THEREOF.

ACTION NEEDED: Motion to acknowledge receipt of the reports and direct the filing thereof.

ACTION TAKEN: _____

Bids

11 K-1213-67

CONSIDERATION OF ACCEPTANCE BY THE NORMAN TAX INCREMENT FINANCE AUTHORITY OF BID NO. 1213-39 FOR THE LEGACY PARK CONSTRUCTION PROJECT AND AUTHORIZING THE CHAIRMAN TO SIGN CONTRACT NO. K-1213-67 WITH CGC, L.L.C., IN THE AMOUNT OF $5,897,600 AND THE SUBSEQUENT PERFORMANCE, STATUTORY AND MAINTENANCE BOND; AND BUDGET APPROPRIATION.

Attachments: Text File Legacy Park

Bid Record Legacy

Legacy Add Alternates

K-1213-67

TIF Oversight Minutes

Pert Exc January 8 Conference Minutes - Legacy

PR CGC

ACTION NEEDED: Acting as the Norman Tax Increment Finance Authority, motion to accept or reject all bids meeting specifications; and, if accepted, award the bid to CGC, L.L.C., in the base bid amount of $5,525,900 plus Add Alternate Nos. 6, 7, 8, 9, 10, 12, and 13 for a total contract amount of $5,897,900 as the lowest and best bidder meeting specifications; authorize the Chairman to sign Contract No. K-1213-67, Performance Bond No. B-1213-22, Statutory Bond No. B-1213-23, and Maintenance Bond No. MB-1213-18 contingent upon the City Attorney's approval, authorize the Norman Utilities Authority as part of the contract to pay subcontractors for equipment and supplies for the Legacy Park Construction Project; and appropriate $5,897,900 from the University North Park TIF Fund (057-0000-253.20-00) to Project No. UT-0098, UNP Legacy Park and Trail Project, Construction (057-9518-431.61-01).

ACTION TAKEN: _____

12 K-1213-151

CONSIDERATION OF REQUEST FOR PROPOSAL NO. RFP-1213-56, CONTRACT NO. K-1213-151 WITH AZTEC BUILDING SYSTEMS, INC., IN THE AMOUNT OF $155,989, PERFORMANCE BOND NO. B-1213-59, STATUTORY BOND NO. B-1213-60, MAINTENANCE BOND NO. MB-1213-62, AND RESOLUTION NO. R-1213-88 FOR THE REAVES PARK MIDDLE SOFTBALL BUILDING REPLACEMENT PROJECT.

Attachments: Text File Reaves Park

Reaves Softball Building Bid Tab

K-1213-151

Perf Bond B-1213-59

Stat Bond B-1213-60

MB-1213-52

R-1213-88

ACTION NEEDED: Motion to accept or reject Request for Proposal No. RFP-1213-56 from Aztec Building Systems, Inc., for the Reaves Park Middle Softball Building Replacement Project; and, if accepted, approve Contract No. K-1213-151 in the amount of $155,989 and the performance, statutory, and maintenance bonds; authorize the execution the contract; direct the filing of the bonds; and adopt Resolution No. R-1213-88.

ACTION TAKEN: _____

Request for Purchase

13 GID-1213-25 CONSIDERATION OF AUTHORIZATION FOR THE PURCHASE OF SEVEN (7) HEWLETT-PACKARD (HP) CONVERTIBLE TABLET DISPLAY LAPTOP COMPUTERS FROM GOVCONNECTION IN THE AMOUNT OF $7,327.88 FOR THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT .

Attachments: Text File Laptops

Tabulation of Quotes - Development Services HP Laptops

Quote - GovConnection HP Laptop

Development Services Laptops Requisition

ACTION NEEDED: Motion to approve or reject authorization for the purchase of seven (7) Hewlett-Packard convertible tablet display laptop computers in the amount of $7,327.88 for the Department of Planning and Community Development.

ACTION TAKEN: _____

Legislative History

10/9/12	City Council	Withdrawn

14 GID-1213-61 ACTING AS THE NORMAN UTILITIES AUTHORITY (NUA), CONSIDERATION OF AUTHORIZATION FOR THE PURCHASE OF POLYMER FROM SOUTHWEST CHEMICAL SERVICE, INC., IN THE AMOUNT OF $1.58 PER POUND FOR THE WATER RECLAMATION FACILITY.

Attachments: Text File Polymer

Norman Polymer 2013

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to approve or reject authorization for the purchase of polymer in the amount of $1.58 per dry pound from Southwest Chemical Service, Inc., for the Water Reclamation Facility.

ACTION TAKEN: _____

Development, Deferrals & Variances

15 GID-1213-105 CONSIDERATION OF AN AMENDMENT TO THE PUBLIC IMPROVEMENTS PROGRAM FOR THE FINAL PLAT FOR HARVEST CHURCH ADDITION TO APPROVE THE DEFERRAL OF CONSTRUCTION OF STREET PAVING, STORM WATER DRAINAGE, AND SIDEWALK IMPROVEMENTS IN CONNECTION WITH 36TH AVENUE N.W. (LOCATED ON THE WEST SIDE OF 36TH AVENUE N.W. NORTH OF INDIAN HILLS ROAD)

Attachments: Text File Harvest Church

Harvest Church Addition - Location Map

Harvest Church - Site Plan

Harvest Church - Final Plat

ACTION NEEDED: Motion to approve or reject an amendment to the public improvements program for Harvest Church Addition to defer construction of street paving, storm water drainage, and sidewalk improvements in connection with 36th Avenue N.W.; and, if approved, direct the submission of deferral costs in the amount of $55,549.65.

ACTION TAKEN: _____

Limited License

16 LL-1213-7

LIMITED LICENSE NO. LL-1213-7: LIMITED LICENSE TO PLACE FOUR (4) SIGNS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM THE FRIENDS OF THE NORMAN LIBRARY FOR THE ROMANCE BOOK SALE.

Attachments: Text File Limited License

Request Romance Book Sale

Application Romance Book Sale

Location Map Romance Book Sale

Library Romance Book Sale

ACTION NEEDED: Motion to approve or reject Limited License No. LL-1213-7 to place four (4) signs within the public rights-of-way pursuant to a request from the Friends of the Norman Library for the Romance Book Sale; and, if approved, authorize the issuance thereof.

ACTION TAKEN: _____

Special Claim

17 SC-1213-7

SPECIAL CLAIM NO. SC-1213-7: A CLAIM IN THE REDUCED AMOUNT OF $1,986 SUBMITTED BY HAZEL MCDONALD FOR TO PERSONAL PROPERTY, LANDSCAPING, AND GARAGE FLOOR AT 2377 WHEATON DRIVE DUE TO A WATER LINE BREAK.

Attachments: Text File Special Claim

Memo from Clerk - McDonald

McDonald Claim

ACTION NEEDED: Motion to approve or reject Special Claim No. SC-1213-7; and, if approved, direct payment in the reduced amount of $1,986 contingent upon obtaining a Release and Covenant Not to Sue from Hazel McDonald.

ACTION TAKEN: _____

Contract

18 K-0708-142 Amd 1

AMENDMENT NO. ONE TO CONTRACT K-0708-142: BY AND BETWEEN THE NORMAN TAX INCREMENT FINANCE AUTHORITY AND HOWARD-FAIRBAIRN SITE DESIGN, INC., INCREASING THE CONTRACT AMOUNT BY $164,068 FOR CONSTRUCTION OVERSIGHT AND REPORTING AND MATERIALS TESTING SERVICES FOR THE LEGACY PARK PROJECT AND BUDGET APPROPRIATION.

Attachments: Text File Howard Fairbairn

Amendment One K-0708-142

Original Contract Howard Fairbairn

PR Howard-Fairbairn

ACTION NEEDED: Acting as the Norman Tax Increment Finance Authority, motion to approve or reject Amendment No. One to Contract No. K-0708-142 with Howard-Fairbairn Site Design, Inc., increasing the contract amount by $164,068; and, if approved, authorize the execution thereof and appropriate $164,068 from the University North Park TIF Fund Balance (057-0000-253.20-00) to Project No. UT0098, Legacy Park Project, Design (057-9518-431.62-01).

ACTION TAKEN: _____

19 K-0910-55 Auth. #1

AUTHORIZATION FOR AN EXPENDITURE UNDER CONTRACT NO. K-0910-55 WITH LEMKE LAND SURVEYING IN AN AMOUNT NOT-TO-EXCEED $73,580 TO PROVIDE SURVEYING AND DRAFTING SERVICES FOR THE FYE 12 SEWER MAINTENANCE PROJECT.

Attachments: Text File Lemke

Project Work Order

K-0910-55

Location map

PR Lemke

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to approve or reject the authorization of expenditure under Contract No. K-0910-55 with Lemke Land Surveying in an amount not-to-exceed $73,580; and, if accepted authorize the execution thereof.

ACTION TAKEN: _____

20 K-1213-139

CONTRACT NO. K-1213-139: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF COMMERCE ACCEPTING AN EMERGENCY SOLUTIONS GRANT IN THE AMOUNT OF $50,000 TO BE USED BY FOOD AND SHELTER, INC., FOR HOUSING RELOCATION AND STABILIZATION SERVICES FOR THE HOMELESS AND FAMILIES SEEKING ASSISTANCE AND BUDGET APPROPRIATION.

Attachments: Text File ODOC Food and Shelter

List of Agency Contracts

K-1213-139

ODOC Grant for Food and Shelter

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-139 with the Oklahoma Department of Commerce accepting an Emergency Solutions grant in the amount of $50,000; and, if approved, authorize the execution thereof and appropriate $50,000 from Other Revenue/Emergency Shelter Grant (021-0000-331.13-19) to Miscellaneous Services/Food and Shelter (021-4001-463.47-77).

ACTION TAKEN: _____

21 K-1213-140

CONTRACT NO. K-1213-140: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND FOOD AND SHELTER, INC., IN THE AMOUNT OF $50,000 FOR THE EMERGENCY SOLUTIONS GRANT PROGRAM TO BE USED FOR HOMELESS PREVENTION AND/OR HOUSING RELOCATION AND STABILIZATION.

Attachments: Text File Food and Shelter

List of Agency Contracts

K-1213-140

PR FSFF

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-140 with Food and Shelter, Inc., in the amount of $50,000; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

22 K-1213-141

CONTRACT NO. K-1213-141: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF COMMERCE ACCEPTING AN EMERGENCY SOLUTIONS GRANT IN THE AMOUNT OF $100,000 TO BE USED BY EAST MAIN PLACE, INC., FOR HOUSING RELOCATION AND STABILIZATION SERVICES FOR THE HOMELESS AND FAMILIES SEEKING ASSISTANCE AND BUDGET APPROPRIATION.

Attachments: Text File ODOC East Main Place

List of Agency Contracts

K-1213-141

East Main Place ESG 12 app

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-141 with the Oklahoma Department of Commerce accepting an Emergency Solutions grant in the amount of $100,000 to be used by East Main Place, Inc.; and, if approved, authorize the execution thereof and appropriate $100,000 from Other Revenue/Emergency Shelter Grant (021-0000-331.13-19) to Miscellaneous Services/East Main Place (021-4001-463.47-76).

ACTION TAKEN: _____

23 K-1213-142

CONTRACT NO. K-1213-142: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND EAST MAIN PLACE, INC., IN THE AMOUNT OF $100,000 FOR THE EMERGENCY SOLUTIONS GRANT PROGRAM TO BE USED FOR HOMELESS PREVENTION AND/OR HOUSING RELOCATION AND STABILIZATION.

Attachments: Text File East Main Place

List of Agency Contracts

K-1213-142

PR East Main Place

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-142 with East Main Place, Inc., in the amount of $100,000; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

24 K-1213-143 CONTRACT NO. K-1213-143: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF COMMERCE ACCEPTING AN EMERGENCY SOLUTIONS GRANT IN THE AMOUNT OF $100,000 TO BE USED BY THE WOMEN'S RESOURCE CENTER, INC., FOR HOUSING RELOCATION AND STABILIZATION SERVICES FOR THE HOMELESS AND FAMILIES SEEKING ASSISTANCE AND BUDGET APPROPRIATION.

Attachments: Text File ODOC WRC

List of Agency Contracts

ODOC Grant WRC

K-1213-143

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-143 with the Oklahoma Department of Commerce accepting an Emergency Solutions grant in the amount of $100,000 to be used by the Women's Resource Center, Inc.; and, if approved, authorize the execution thereof and appropriate $100,000 from Other Revenue/Emergency Shelter Grant (021-0000-331.13-19) to Miscellaneous Services/WRC (021-4001-463.47-75).

ACTION TAKEN: _____

25 K-1213-144 CONTRACT NO. K-1213-144: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE WOMEN'S RESOURCE CENTER, INC., IN THE AMOUNT OF $100,000 FOR THE EMERGENCY SOLUTIONS GRANT PROGRAM TO BE USED FOR HOMELESS PREVENTION AND/OR HOUSING RELOCATION AND STABILIZATION.

Attachments: Text File WRC

List of Agency Contracts

K-1213-144

ESG 12 Contract Summary

PR WRC

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-144 with the Women's Resource Center, Inc., in the amount of $100,000; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

26 K-1213-145 CONTRACT NO. K-1213-145: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF COMMERCE ACCEPTING AN EMERGENCY SOLUTIONS GRANT IN THE AMOUNT OF $100,000 TO BE USED BY THE SALVATION ARMY, INC., FOR HOUSING RELOCATION AND STABILIZATION SERVICES FOR THE HOMELESS AND FAMILIES SEEKING ASSISTANCE AND BUDGET APPROPRIATION.

Attachments: Text File ODOC Salvation Army

List of Agency Contracts

ODOC Grant Salvation Army

K-1213-145

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-145 with the Oklahoma Department of Commerce accepting an Emergency Solutions grant in the amount of $100,000 to be used by the Salvation Army, Inc.; and, if approved, authorize the execution thereof and appropriate $100,000 from Other Revenue/Emergency Shelter Grant Program (021-0000-331.13-19) to Miscellaneous Services/Salvation Army (021-4001-463.47-78).

ACTION TAKEN: _____

27 K-1213-146 CONTRACT NO. K-1213-146: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE SALVATION ARMY, INC., IN THE AMOUNT OF $100,000 FOR THE EMERGENCY SOLUTIONS GRANT PROGRAM TO BE USED FOR HOMELESS PREVENTION AND/OR HOUSING RELOCATION AND STABILIZATION.

Attachments: Text File Salvation Army

List of Agency Contracts

K-1213-146

PR Salvation Army

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-146 with the Salvation Army, Inc., in the amount of $100,000; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

28 K-1213-147

CONTRACT NO. K-1213-147: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF COMMERCE ACCEPTING AN EMERGENCY SOLUTIONS GRANT IN THE AMOUNT OF $100,000 TO BE USED BY THUNDERBIRD CLUBHOUSE, INC., FOR HOUSING RELOCATION AND STABILIZATION SERVICES FOR THE HOMELESS AND FAMILIES SEEKING ASSISTANCE AND BUDGET APPROPRIATION.

Attachments: Text File ODOC Thunderbird Clubhouse

List of Agency Contracts

K-1213-147

ODOC Grant Thunderbird Clubhouse

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-147 with the Oklahoma Department of Commerce accepting an Emergency Solutions grant in the amount of $100,000 to be used by Thunderbird Clubhouse, Inc.; and, if approved, authorize the execution thereof and appropriate $100,000 from Other Revenue/Emergency Shelter Grant Program (021-0000-331.13-19) to Miscellaneous Services/Thunderbird Clubhouse (021-4001-463.47-88).

ACTION TAKEN: _____

29 K-1213-148

CONTRACT NO. K-1213-148: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THUNDERBIRD CLUBHOUSE, INC., IN THE AMOUNT OF $100,000 FOR THE EMERGENCY SOLUTIONS GRANT PROGRAM TO BE USED FOR HOMELESS PREVENTION AND/OR HOUSING RELOCATION AND STABILIZATION

Attachments: Text File Thunderbird Clubhouse

List of Agency Contracts

K-1213-148

PR Thunderbird

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-148 with Thunderbird Clubhouse, Inc., in the amount of $100,000; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

30 K-1213-149

CONTRACT NO. K-1213-149: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND LA BAGUETTE, INC., IN THE AMOUNT OF $100 PER YEAR FOR THE LEASE OF CITY PROPERTY (RIGHT-OF-WAY) LOCATED AT 2100 WEST MAIN STREET.

Attachments: Text File La Baguette

K-1213-149

LaBaguette-Floor Plan-R10A

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-149 with La Baguette, Inc., in the amount of $100 per year; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

31 K-1213-150 CONTRACT NO. K-1213-150: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND KUCERA INTERNATIONAL, INC., IN THE AMOUNT OF $88,665 TO PROVIDE FOR AERIAL PHOTOGRAPHY, DIGITAL ORTHOPHOTOGRAPHY, AND PLANIMETRIC MAPPING FOR THE GEOGRAPHIC INFORMATION SYSTEMS DIVISION.

Attachments: Text File K-1213-150

Firm Ranking for Photos 2013

Bid Tabulation

K-1213-150

PR Kucera

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-150 with ACOG and Kucera International, Inc., in the amount of $88,665; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

32 K-1213-152 CONTRACT NO. K-1213-152: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND REPUBLIC BANK AND TRUST FOR SUBORDINATION OF A LIEN AS AGREED UPON UNDER THE HOME PARTNERSHIP PROGRAM FOR PROPERTY LOCATED AT 1508 PINEWOOD DRIVE.

Attachments: Text File K-1213-152

K-1213-152

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-152 with Republic Bank and Trust; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Non-Consent Items

33 PP-1213-9 CONSIDERATION OF A PRELIMINARY PLAT FOR P.B. ADDITION. (GENERALLY LOCATED ON THE WEST SIDE OF FLOOD AVENUE NORTH OF HIGHLAND PARKWAY)

Attachments: Text File PB Addition

Attachment A.pdf

PB Addition Location Map

Prelim PB Addition

PB Staff Report

PB Transportation

Prelim Site Plan PD Addition

PB Addition GES

GBC PB

11-8-12 PC Minutes - PB Addition

ACTION NEEDED: Motion to approve or reject the preliminary plat for P.B. Addition.

ACTION TAKEN: _____

34 O-1213-19

ORDINANCE NO. O-1213-19 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO PLACE A PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE I-1, LIGHT INDUSTRIAL DISTRICT, AND REMOVE THE SAME FROM THE A-2, RURAL AGRICULTURAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3722 CLASSEN BOULEVARD)

Attachments: Text File O-1213-19 Final Reading

O-1213-19 77 Storage

77Storage Location

77 Storage Place Rezone Staff Rpt

Protest - 77 Storage Place

Memo to Postpone

12-13-12 PC Minutes - 77 Storage Place

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1213-19 upon Second Reading section by section.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1213-19 upon Final Reading as a whole.

ACTION TAKEN: _____

Legislative History

11/8/12	Planning Commission	Postponed
12/13/12	Planning Commission	Recommended for Adoption at a subsequent City Council Meeting to the City Council
12/13/12	Planning Commission	Recommended for Adoption at a subsequent City Council Meeting to the City Council
1/8/13	City Council	Introduced and adopted on First Reading by title only

35 PP-1213-10 CONSIDERATION OF A PRELIMINARY PLAT FOR CCC ADDITION, SECTION 2. (LOCATED AT 3722 CLASSEN BOULEVARD)

Attachments: Text File CCC Addition

Attachment A.pdf

77Storage_Location

Prelim CCC Addition No. 2

CCC Staff Rpt

CCC Transportation Impacts

77 Storage Place Alley Waiver

Preliminary Site Plan CCC

77 Storage Place PD Summary

77 Storage GES

GBC CCC Addition

11-8-12 PC Minutes - 77 Storage Place

12-13-12 PC Minutes - 77 Storage Place

ACTION NEEDED: Motion to approve or reject the preliminary plat for CCC Addition, Section 2.

ACTION TAKEN: _____

Legislative History

11/8/12	Planning Commission	Postponed
12/13/12	Planning Commission	Recommended for Adoption at a subsequent City Council Meeting to the City Council
12/13/12	Planning Commission	Recommended for Adoption at a subsequent City Council Meeting to the City Council

36 O-1213-21

ORDINANCE NO. O-1213-21 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A PART OF A TWENTY (20) FOOT RIGHT-OF-WAY (ALLEY) LOCATED IN BLOCK FIVE (5) OF FRANKLIN ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Attachments: Text File O-1213-21 Final Reading

O-1213-21 Franklin Baptist Alley Closure

Franklin Baptist Alley Location Map

Memo from Clerk Franklin Addition

Franklin - Request to Close

PLAT Franklin, Oklahoma (Unincorporated Town) cleanup copy with church sh

Radius Map Alley Closure Franklin Addition

Letter from ONG Alley Closure Franklin Addition

Drawing.pdf

Franklin Alley Staff Rpt

12-13-12 PC Minutes - Franklin Baptist Alley

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1213-21 upon Second Reading section by section.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1213-21 upon Final Reading as a whole.

ACTION TAKEN: _____

Legislative History

12/13/12	Planning Commission	Recommended for Adoption at a subsequent City Council Meeting to the City Council
12/13/12	Planning Commission	Recommended for Adoption at a subsequent City Council Meeting to the City Council
1/8/13	City Council	Introduced and adopted on First Reading by title only

37 R-1213-75

RESOLUTION NO. R-1213-75: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN, LAND USE PLAN AMENDMENT NO. LUP-1213-6, SO AS TO PLACE LOT 2, BLOCK 2, WOODCREST ESTATES PLAZA ADDITION, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE COMMERCIAL DESIGNATION AND REMOVE THE SAME FROM THE HIGH DENSITY RESIDENTIAL DESIGNATION. (LOCATED AT THE NORTHEAST CORNER OF PORTER AVENUE AND WOODCREST DRIVE)

Attachments: Text R-1213-75

R-1213-75 Dollar General Woodcrest

Dollar General Location Map

Dollar General 2025 Staff Rpt

PD-12-31 Dollar General Woodcrest Porter

12-13-12 PC Minutes - Porter Dollar General

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1213-75, Land Use Plan Amendment No. LUP-1213-6; and, if adopted, amend the NORMAN 2025 Land Use and Transportation Plan according thereto.

ACTION TAKEN: _____

Legislative History

12/13/12	Planning Commission	Recommended for Adoption at a subsequent City Council Meeting to the City Council

38 O-1213-24

ORDINANCE NO. O-1213-24 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO PLACE LOT 2, BLOCK 2, WOODCREST ESTATES PLAZA ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE C-1, LOCAL COMMERCIAL DISTRICT, AND REMOVE THE SAME FROM THE RM-6, MEDIUM DENSITY APARTMENT DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (LOCATED AT THE NORTHEAST CORNER OF PORTER AVENUE AND WOODCREST DRIVE)

Attachments: Text File O-1213-24 Final Reading

O-1213-24 Norman DOP

PorterDG Location

Dollar General Rezone Porter Woodcrest

Dollar General Site Plan

12-13-12 PC Minutes - Porter Dollar General

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1213-24 upon Second Reading section by section.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1213-24 upon Final Reading as a whole.

ACTION TAKEN: _____

Legislative History

12/13/12	Planning Commission	Recommended for Adoption at a subsequent City Council Meeting to the City Council
12/13/12	Planning Commission	Recommended for Adoption at a subsequent City Council Meeting to the City Council
1/8/13	City Council	Introduced and adopted on First Reading by title only

39 O-1213-28

ORDINANCE NO. O-1213-28 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 8-503 OF THE CODE OF THE CITY OF NORMAN CONTINGENT ON VOTER APPROVAL OF ORDINANCE NO. O-1213-29 TO INCREASE THE EXCISE TAX UPON THE GROSS PROCEEDS OR GROSS RECEIPTS DERIVED FROM RENTS RECEIVED FROM OCCUPANCY OF HOTEL ROOMS; PROVIDING FOR AN EFFECTIVE DATE FOR SAID INCREASE SUBJECT TO VOTER APPROVAL; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Attachments: Text File O-1213-28

O-1213-28 Guest Room Tax

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1213-28 upon Second Reading section by section.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1213-28 upon Final Reading as a whole.

ACTION TAKEN: _____

Legislative History

1/8/13	City Council	Introduced and adopted on First Reading by title only

40 O-1213-29

ORDINANCE NO. O-1213-29 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN SAID CITY OF NORMAN, STATE OF OKLAHOMA, (THE CITY), ON THE SECOND DAY OF APRIL, 2013, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED, QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF APPROVING OR REJECTING ORDINANCE NO. O-1213-28, WHICH ORDINANCE AMENDS SECTION 8-503 OF CHAPTER 8 OF THE CODE OF THE CITY OF NORMAN BY INCREASING THE EXCISE TAX UPON THE GROSS PROCEEDS OR GROSS RECEIPTS DERIVED FROM RENTS RECEIVED FROM OCCUPANCY OF HOTEL ROOMS BY ONE PERCENT (1%) TO A TOTAL OF FIVE PERCENT (5%); PROVIDING AN EFFECTIVE DATE FOR SAID INCREASE SUBJECT TO VOTER APPROVAL; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Attachments: Text File O-1213-29

O-1213-29 Calling for Election

Proclamation

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1213-29 upon Second Reading section by section.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1213-29 upon Final Reading as a whole.

ACTION TAKEN: _____

Legislative History

1/8/13	City Council	Introduced and adopted on First Reading by title only

Resolution

41 R-1213-84

RESOLUTION NO. R-1213-84: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GIVING THE SECRETARY OF THE CLEVELAND COUNTY ELECTION BOARD NOTICE OF A SPECIAL ELECTION TO BE HELD ON APRIL 2, 2013.

Attachments: R-1213-84 Special Election Resolution

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1213-84.

ACTION TAKEN: _____

42 Miscellaneous Discussion

This is an opportunity for citizens to address City Council. Remarks should be directed to the Council as a whole and limited to five minutes or less.

43 GID-1213-49 CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES TITLE 25 § 307(B)(1) IN ORDER TO EVALUATE THE CITY MANAGER AS REQUIRED BY SECTION 5(A) OF CONTRACT NO. K-0708-32.

Attachments: Text File Exec Session

ACTION NEEDED: Motion to adjourn out of the City Council and convene into an Executive Session in order to evaluate the performance of the City Manager as required by Section 5(a) of Contract No. K-0708-32.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adjourn out of Executive Session and reconvene the City Council Meeting.

ACTION TAKEN: _____

44 Adjournment

City of Norman, OK

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

Master

File Number: GID-1213-48

File ID:	GID-1213-48	**Type:**	Minutes	**Status:**	Draft
Version:	1	**Reference:**	Item No. 3	**In Control:**	City Council
Department:	City Clerk Department	**Cost:**		**File Created:**	01/11/2013
File Name:	minutes			**Final Action:**	

Title: APPROVAL OF THE MINUTES AS FOLLOWS:

CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION COMMITTEE MINUTES OF DECEMBER 17, 2012
CITY COUNCIL CONFERENCE MINUTES OF DECEMBER 18, 2012
CITY COUNCIL FINANCE COMMITTEE MINUTES OF DECEMBER 19, 2012
CITY COUNCIL BUSINESS AND COMMUNITY AFFAIRS MINUTES OF JANUARY 3, 2013
CITY COUNCIL CONFERENCE MINUTES OF JANUARY 8, 2013
CITY COUNCIL MINUTES OF JANUARY 8, 2013
NORMAN UTILITIES AUTHORITY MINUTES OF JANUARY 8, 2013
NORMAN MUNICIPAL AUTHORITY MINUTES OF JANUARY 8, 2013
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF JANUARY 8, 2013

Notes: ACTION NEEDED: Acting as the City Council, Norman Utilities Authority, Norman Municipal Authority, and Norman Tax Increment Finance Authority, motion to approve the minutes, and, if approved, direct the filing thereof.

ACTION TAKEN: _____

Agenda Date: 01/22/2013

Agenda Number: 3

Attachments: December 17 CPT Minutes, December 18 Conference Minutes, December 19 Finance Committee minutes, January 3 BACA Minutes, January 8 Conference Minutes, January 8 CC Minutes

Project Manager: Brenda Hall, City Clerk

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

CITY COUNCIL
COMMUNITY PLANNING AND TRANSPORTATION
COMMITTEE MINUTES

December 17, 2012

The City Council Community Planning and Transportation Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 5:38 p.m. in the Multi-Purpose Room on the 17th day of December, 2012, and notice and agenda of the meeting were posted in the Municipal Building at 201 West Gray and the Norman Public Library at 225 North Webster 48 hours prior to the beginning of the meeting.

PRESENT:	Councilmembers Gallagher, Jungman, Williams, and Chairman Griffith
ABSENT:	None
STAFF PRESENT:	Councilmember Robert Castleberry Ms. Susan Atkinson, Planner I Mr. Jeff Bryant, City Attorney Ms. Susan Connors, Planning and Community Development Director Mr. Ken Danner, Subdivision Development Manager Mr. Terry Floyd, Development Coordinator Mr. Jane Hudson, Principal Planner Mr. Steve Lewis, City Manager Ms. Leah Messner, Assistant City Attorney Mr. Shawn O'Leary, Director of Public Works Mr. Scott Sturtz, City Engineer Ms. Karla Chapman, Administrative Technician

DISCUSSION REGARDING A DRAFT ORDINANCE ESTABLISHING A HIGH DENSITY RESIDENTIAL ZONING DISTRICT.

Ms. Susan Connors, Director of Planning and Community Development, said Staff presented a draft outline of a High Density Residential (HDR) zoning ordinance for review at the October 22, 2012, Community Planning and Transportation Committee (CPTC) meeting and said the ordinance is being drafted in response to community interest in the question of whether or not to allow higher density residential land uses in Norman. She said the draft was based on input gathered at recent high density community discussion series and the Committee requested Staff develop an ordinance that could achieve the following:

- Allow construction of higher density housing than current ordinances allow, with the possibility of mixed commercial/office/residential land uses, which will broaden the range of housing options available to current and future residents;
- Require new development to be compatible with the existing community character of adjacent development, particularly in Norman's Core Area; and
- Respond to a growing demand among a diverse group of people for housing in the City's urban areas with walkable access to daily needs, services, and entertainment.

Ms. Connors said the Committee requested Staff create a single zoning district that would regulate high-density residential land uses in a variety of settings throughout Norman. After reviewing the outline of the proposed HDR zoning ordinance at the November 26, 2012, CPTC, the Committee requested Staff proceed with a fully developed ordinance to be reviewed and discussed at the December CPTC meeting.

Ms. Connors said Staff emailed Committee members an article entitled "Beyond the Density Standard," by author Norman Wright, AICP, who recommends an approach to regulating higher density residential development that focuses on the

physical characteristics, which makes each environment unique, instead of struggling with vague ideas such as "quality of life." Mr. Wright describes the physical traits of a place which must be measured in order to understand the "DNA" of that environment, adding "these values are not based on vague concepts or arbitrary desires about what looks good and are rooted in plain, detailed numbers that measure the environment a city wants to replicate." Mr. Connors said the article includes a list of physical traits that must be evaluated in order to ensure that new higher density development is compatible with the existing environment. The proposed HDR ordinance includes the list of elements which focus on the importance of compatibility when blending new development into an existing neighborhood to include:

- Building Setbacks – How far is a building set back from the front property line and/or sidewalk?
- Building Height – How tall or how many stories? What is the height of the street wall? Is additional height allowed?
- Block Length – How long is the block where a building is/will be situated?
- Street Width – How wide is the street? How many lanes of traffic?
- Lot Coverage – How much of a lot is covered by the building and pavement?
- Density – Highly controlled by all of the above factors.

Ms. Connors said Staff identified a number of issues where it could be feasible to apply one set of regulations throughout all districts in Norman where high density may be feasible and desirable.

Issues that can be addressed through a Single District.

There is a general agreement on the following:

- ***Permitted Uses*** – Apartments, condominiums, retail sales and service, offices, mixed use buildings and restaurants with no drive-through or drive-in service.
- ***Building Coverage*** – People are seeking housing near community destinations and amenities; therefore, allowable building coverage is recommended to be very urban – 80%, with usable open space requirements such as rooftop gardens, patios, pools, balconies, plazas, etc., and an intent by the City that all new development will reinforce a street character that is typical of traditional commercial districts such as Downtown and Campus Corner.
- ***Open Space and Landscape Standards*** – Intended to promote development patterns that anticipate and can accommodate high levels of pedestrian activity. A 20% open space requirement is recommended to provide "breathing room" for residents in the form of outdoor living areas such as individual balconies, as well as commons areas to include patios, pools, plazas, and landscaped walkways. A landscaping requirement provides relief, scale, interest and overall quality to the living environment and landscape standards encourage the addition of shade, color and texture, and the development of features such as rooftop gardens, plaza areas, and amenities such as swimming pools.
- ***Pedestrian Standards*** – These standards ensure that the HDR district accommodates pedestrians both on site and on the street and connects new developments with the existing sidewalk network in that area.

Architectural Standards

- ***Building Materials and Their Application*** –The HDR ordinance proposes the requirement of 80% masonry minimums, which is consistent with current regulations, with an emphasis on the use of brick, stone, stucco, and synthetic stone on building facades.
- ***Roofs and Parapet Walls*** – Allowable forms will be consistent with those used in traditional commercial districts: flat roofs with parapet walls, single, double or asymmetrical gable, and hipped roofs. Allowable roofing materials should include concrete, slate, asphalt shingles, ceramic tile, or metal.
- ***Windows/Doors/Porches*** – Front entries will be among the most prominent features on the building and high quality design and materials, along with forms that are proportional with both the building itself and surrounding buildings are important.
- ***Screening of Mechanical/Service/Trash Areas*** – All mechanical, electrical, and trash areas will be required to be screened using landscaping, architectural screening walls, roof enclosures, parapets, or other full screening materials which is similar to current requirements for modern commercial and residential development throughout Norman.

Issues that can be addressed with Existing Regulations.

Staff feels that several issues can be adequately regulated by current standards in use in Norman, i.e., lighting, signage, grading, stormwater, and traffic studies.

Issues that Need to be Discussed Further.

The following issues that are most critical in determining the overall compatibility of new development within the existing urban fabric still need to be discussed.

- ***Building Height and Stepbacks*** – These two factors are inextricably linked to each other and to the settings where HDR is being considered and have a large impact on the feel of an urban district and the relationship of a new building to its neighbors.
- ***Building Setbacks*** – Refer to the placement of a building on a parcel. Traditional commercial districts often have a front setback of zero. Setbacks that offer some flexibility but still promote a compact urban form of development are included in the HDR ordinance.
- ***Density*** – Research suggests that establishing a maximum density does not ensure compatibility between new and existing development, however Staff has suggested options to discuss.

Councilmember Jungman felt the C-3 Special Use zoning category can continue to be a loophole where a high density projects can be presented through a different avenue because there are essentially no requirements and said discussion at the October 2013, CPTC meeting determined that could be accomplished by changing language in the HDR ordinance to address that issue, i.e., so that a developer can not request a C-3 Special Use zoning when submitting an application for a large apartment building simply because it would not have as many requirements and/or regulations. Ms. Connors said that can certainly be done but Staff was asked to create a single zoning district that would regulate high density residential land uses in a variety of settings throughout Norman.

Councilmember Jungman said another concern is that a high density category currently exists within the 2025 Land Use and Transportation (LUP) Plan and he would like it to be made clear that particular category would not be a consideration for new high density projects. Ms. Connors said new high density projects would not be considered in that particular category and the C-3 Special Use zoning would not be appropriate in a lot of locations in Norman, so to a certain extent, that would not be a widespread problem; however, because C-3 Special Use Zoning exists in the downtown and Campus Corner areas, any new applications requesting C-3 Special Use Zoning within those areas would be appropriate. Councilmember Jungman would like developers to utilize the high density options rather than bend or skirt around them by using C-3 Special Use Zoning and Ms. Connors said Staff would research this issue.

Councilmember Jungman said input gathered from citizens who attended the high density dialogues was they preferred the maximum stories allowed in the Campus Corner area be no higher than three (3) stories and up to five (5) stories could be allowed in Downtown Norman. Councilmember Castleberry disagreed and felt the ordinance should be left more open to allow the Council to look at the overall quality and compatibility of proposed high density projects. Councilmember Jungman said compatibility is the factor and on Campus Corner compatibility means staying at three (3) stories or less. He felt the height of Sarkey's Energy Tower and other sizable buildings on the University of Oklahoma (OU) campus were not relevant because Campus Corner has a totally difference sense of place. Councilmember Jungman felt Campus Corner should be treated differently because of the public input that was gathered and a high density ordinance needed to reflect the values of the community. Chairman Griffith agreed and said the desires of the citizens regarding high density should be considered when moving forward with a high density ordinance.

Councilmember Castleberry asked how long and/or big is the Campus Corner area and Ms. Connors highlighted the area(s) for Campus Corner. Ms. Connors said Staff looked at the Campus Corner area and tried their best to designate the commercial area from the residential in order to come up with the proposed map/lines. Councilmember Castleberry felt the Campus Corner area needed to be defined and high density should be in walking distance to Campus Corner.

Councilmember Gallagher agreed and said walkability is a major role of high density, stating the Downtown Norman area is too far. Councilmember Jungman said a high density ordinance needed to maintain a sense of place on Campus Corner and should give the community the assurance that it will do so. Chairman Griffith requested Staff bring back Campus Corner parameters and Ms. Connors said Staff will research to bring back alternative maps that would reflect a more definite Campus Corner area.

Councilmember Jungman felt a seven (7) story height is possible for downtown Norman and Councilmember Gallagher said the downtown skyline deserves consideration. Councilmember Gallagher said each section of the City should be looked at when considering high density and felt downtown Norman is different than Campus Corner, stating downtown Norman should have more height considerations than Campus Corner. Chairman Griffith and Councilmember Jungman agreed. Councilmember Williams felt decisions needed to be made regarding the high density topic, although complex and difficult and said change is not easy for anyone. He suggested using public input gathered during the high density discussions to move this topic forward.

Mr. Dave Boeck, Norman Planning Commission member, said scale is a key factor and it is important not to overshadow significant landmarks in the Campus Corner area such as McFarlin and Whitehand Hall. He said alumni and professors also enjoy living near Campus Corner, possibly more than students might, and felt the Committee should consider the circulation of traffic in determining the amount of density to allow in any area of town.

Developers told the Committee that height restrictions proposed by some for the Campus Corner area is not economically viable. Mr. Chris Elsey, Elsey Partners, felt that an actual height limitation, rather than stories, is needed, stating 75 feet is consistent with recommendations in the International Building Code.

Mr. Sean Rieger, Attorney for Builders Association of South Central Oklahoma (BASCO), said marketing in the Campus Corner area is different than the Norman downtown area and said in theory, story height can mean/be anything. He urged the Committee to consider a 75 feet height limit. He said in reference to the density measurement, BASCO would prefer the Committee look at floor area ratio (FAR) which is a more holistic way of looking at a density than dwelling units per acre.

Ms. Cindy Rogers, 633 Reed Avenue, said she appreciates Mr. Rieger's comments regarding marketability and felt Campus Corner will still be marketable to OU students. She said the City needed to accommodate the traffic regarding high density and felt traffic can be regulated by controlling the Campus Corner parameters.

Ms. Barbara Fife, 323 West Boyd Street, said she is a Campus Corner business owner and felt high density will not help Campus Corner businesses. Councilmember Williams asked Ms. Fife if she felt high density projects would bring more people into the Campus Corner area and therefore provide more customers. Ms. Fife said although students are important to the businesses in the Campus Corner area, it is the non-student citizens, as well as out of town people who are most viable to the Campus Corner businesses.

Ms. Tessa Breeder, Norman Chamber of Commerce, felt the overall point is that Norman should not limit itself to a high density ordinance that will not be economically feasible and each proposed high density project should be looked at on its own merits. She felt the ordinance should be broad so that Norman does not lose out on great projects.

Ms. Joy Hampton, The Norman Transcript, felt that the Norman downtown area is less protected than the Campus Corner area and Councilmember Jungman said buildings in the Campus Corner area are different than in downtown Norman.

Mr. Evan Dunn, 1014 Missouri Street, agrees with Ms. Hampton and said OU is not being held to municipal guidelines and felt the City should collaborate with the University to determine and/or conform the building standards.

Ms. Jamileh Wilcox, 322 South University Boulevard, felt hard guidelines should apply to the areas and/or residential neighborhoods around proposed high density and Chairman Griffith agreed, stating surrounding areas where high density is proposed is and should be a primary concern.

Mr. John High, 1705 Dakota Street, said Council should add American Disability Act (ADA) compliance to the ordinance and said ADA compliance is federal law and Staff said they would research this topic.

Mr. Mark Campbell, P.O. Box 3503, asked about underground parking and felt steel construction would be better than wood construction. He said the need to expand the affordable housing and/or public housing in the Campus Corner area needed to be expanded and should be addressed in the high density ordinance.

Chairman Griffith said it is clear that further discussion is needed to determine the appropriate cap on height in various areas of Norman, but felt that there is a consensus on floor area ration (FAR) and architectural guidelines.

Items submitted for the record

1. Memorandum dated December 17, 2012, from Ms. Susan F. Connors, AICP, Director of Planning and Community Development, to Chairman and Members of Council Community Planning and Transportation Committee, with Attachment A, High Density Residential Zoning District Draft 1, dated December 17, 2012
2. Map of Norman 2025 Land Use and Transportation Plan and maps reflecting possible High Density Residential boundaries for Downtown East and West, Porter Corridor, Campus Corner, and Campus Corner Neighborhoods
3. Sign In Sheets for the Community Planning and Transportation Committee meeting dated December 17, 2012

DISCUSSION REGARDING SELLING SURPLUS PROPERTY THAT WAS INITIALLY ACQUIRED BY THE CITY OF NORMAN AS PART OF THE ROBINSON STREET GRADE SEPARATION PROJECT.

Mr. Shawn O'Leary, Director of Public Works, said Staff from Public Works, Planning, and the City Attorney Office reviewed the surplus property from the Robinson Street Underpass Project. He said Staff also consulted with the private land acquisition firm originally hired by the City, Smith-Roberts, L.L.C., to acquire the 53 parcels of property needed to complete the Robinson Street Grade Separation Project. Mr. O'Leary distributed an aerial photograph of the project area, illustrating Surplus Property Parcels A, B, and C; legal descriptions and drawings for Parcels A, B, and C; and the City Attorney legal opinion regarding the following three (3) key questions:

1. ***Are there any federal or state statutes that impact whether the City of Norman may sell any surplus property initially acquired as part of this project?*** The federal Uniform Relocation Assistance and Real Property Acquisition Act of 1970 does have provisions that would limit the sale of surplus property and there are state laws, most generally, 11 O.S. § 22-101, that impact whether the City may sell any surplus property initially acquired as part of the Robinson Street Grade Separation Project. More specifically on the issue of the sale of surplus property initially acquired for public purpose, 27 O.S. § 17(A), states property taken by eminent domain may be offered for resale if it is not used for the purposed under which it was condemned, however, it must be first offered to the person from whom the property was taken or to the heirs of that person at the appraised value or the original price, whichever is less. Notification shall be sent by certified mail, return receipt requested, to the last known address and if the mail is returned, notice of the right of first refusal shall be provided by publication in a newspaper of general circulation in the community where the property is located. If the offer is not accepted within 90 days from the date of notice, the property may then be sold at public sale. An appraisal of the parcel and notice of sale in a newspaper of general circulation in the county where the property is located must be completed before the sale of the property by public auction or by accepting sealed bids can be executed. The property must then be sold to the highest bidder if that bid is for at least ninety percent of the appraised value.

2. ***What are the City of Norman Charter and Code of Ordinance provisions that impact whether the City of Norman may sell any surplus property initially acquired as part of this project?*** The City of Norman Charter states that the City shall have the power to "hold, lease, mortgage, convey or otherwise dispose of any of its property within or without the limits of said city." The Charter permits the sale of real property but does not provide a procedure for doing so; however, Chapter 8 of the Code of Ordinances does have a

procedure for declaring property to be surplus and for selling such surplus property. Under Chapter 8, § 8-301, Council must declare "any supplies, materials, or equipment" as surplus prior to the sale of such items if their value exceeds one thousand dollars ($1000.00) and the property may then be sold through competitive bidding at a public auction either in person or online. Chapter 8, § 8-303 also requires the City Manager and/or his designee to advertise the property to be sold in a newspaper of general circulation in Norman or to give notice in another manner as he deems necessary. The Code provisions do not specifically list real property as an item that Council must declare surplus prior to the sale of that property, in *State ex rel. Remy v. Agar*, the Oklahoma Supreme Court ruled that real property owned by the municipality for the public use of its citizens must be declared to be surplus by the City Council as a prerequisite to the sale of such real property. Therefore, as Title 27 of the state statutes requires a public sale, using the process in Chapter 8 of the Code would be a way to comply with Title 27 and case law and use an established City process to do so.

3. ***Are there any restrictions in either the purchase agreements for the acquired parcels or in the grant of federal funds that impact whether the City of Norman may sell any surplus property initially acquired as part of this project?*** The City Attorney's Office reviewed deeds provided by the Public Works Staff and the deeds do not contain any provisions that would limit the City's options with the subject properties. As to the grant of federal funds, Mr. John Clink, Capital Projects Engineer, advised the City Attorney's Office that the federal funds were allocated through an earmark contained within the Federal Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) Bill, and, as such there is not a grant application or document to review. Legal Staff also reviewed the Right-of-Way (ROW), § Public Utility, and Encroachment Agreement between the City and the Oklahoma Department of Transportation (ODOT) for the Robinson Street Grade Separation Project and under Section 4(e) of that Agreement, the City may sell any lands which were acquired for highway purposes so long as such sale is conducted in accordance with 69 O.S. § 1001 and § 1004. In addition, prior written permission for the sale is required from the ROW Division Chief for ODOT. Under 69 O.S. § 1001(C), any surplus property, leaving no abutting reminder, shall be sold for cash to the highest and best bidder after notice by publication in a newspaper in the county where the property is located and the notice must be published in two (2) consecutive weekly issues. If the land to be disposed of originally comprised a total taking of less than one (1) acre leaving only one abutting property owner of record, then prior to conducting advertisement and solicitation of bids for the sale, the Commission shall notify the sole abutting property owner of record. 69 O.S. § 1001(D)(2). Legal Staff said there are no abutting parcels to the properties to be potentially declared surplus as all the neighboring parcels are across the street from either of them, and they do not share a border. Therefore, these properties are not required to be offered to abutting owners prior to offering them at public sales.

Legal Staff recommends the following steps if Council chooses to sell property that is no longer needed for the Robinson Street Grade Separation Project in order to comply with pertinent statutes and ordinances as follows:

1. Acquire written permission for the sale from the ROW Division Chief for ODOT as required by the ROW, Public Utility and Encroachment Agreement.
2. Prepare an item for Council to declare the property surplus pursuant to Chapter 8, § 8-301 of the Code of Ordinance.
3. Once Council declares the property surplus, offer the surplus property to the person from whom the property was taken or those persons' heirs pursuant to 27 O.S. § 17(A).
   - The offer should be for the appraised value of the surplus property or the original prices at which that portion of the property was purchased, whichever is less.
   - Notification shall be sent by certified mail, return receipt requested, to the last-known address of the person as provided by the person. 27 O.S. § 17(B).
   - If the mail is returned, notice of the right of first refusal shall be provided by publication in a newspaper of general circulation in the community where the property is located.
   - If the offer to repurchase is not accepted within 90 days from the date of the notice, the property may then be sold at public sales.

4. Sell the property for cash to the highest and best bidder after notice by publication in a newspaper in the county where the property is located pursuant to 69 O.S. 1001(C). The notice must be published in two (2) consecutive weekly issues.
   - Under Chapter 8 of the Code of Ordinances, this sale could be through competitive bidding at a public auction that is conducted either in person or online. However, Legal Staff recommends conducting a public auction as that method is more consistent with 69 O.S. § 1001.

Legal Staff also recommends using the process for a public sale in Chapter 8 of the Code of Ordinances, rather than the Title 74 process that the State of Oklahoma uses, as it is simpler and most likely more familiar to both Council and Staff.

Mr. O'Leary said there are zoning issues and infrastructure/platting issues to consider for the parcels and discussed those with the Committee. He discussed the issues and provided the zoning, estimated value, and Smith-Roberts, L.L.C.'s, recommendation for each parcel as follows:

- Parcel A: 0.93 acres; R-1; Low Density Residential; $40,630.00 – dispose property as is; the buyer should be held responsible for any rezoning, replatting, relocation of utilities or other necessary public improvements.
- Parcel B: 0.35 acres; C-1 and C-2; Commercial; $34,675.00 – dispose property as is; the buyer should be held responsible for any rezoning, replatting, relocation of utilities or other necessary public improvements.
- Parcel C: 0.15 acres; R-1; Institutional; $6,230.00 – dispose property as is; the buyer should be held responsible for any rezoning, replatting, relocation of utilities or other necessary public improvements.

Councilmember Gallagher asked if it would be practical to make parcel A into a small park and Mr. Steve Lewis, City Manager, felt most cities do not want "pocket" parks because they are inefficient. Mr. Lewis said resources such as maintenance and funds should go towards existing parks.

Councilmember Griffith asked Staff if the City would have to refund any money from surplus property sales since ODOT and federal funds were used and Mr. O'Leary said no.

The Committee discussed and requested to move forward with Legal Staff's recommendations.

Items submitted for the record

1. Memorandum dated December 12, 2012, from Mr. Shawn O'Leary, Director of Public Works, and Mr. Scott Sturtz, City Engineer, thru Mr. Steve Lewis, City Manager, to Council Community Planning and Transportation Committee with attached Exhibit 1, March 2010 Aerial Photography of the project area, illustrating Surplus Property Parcel A, B, and C dated September 18, 2012; Exhibit 2, Legal Description Parcel A of the North side surplus property Robinson Street and BNSF Railway Underpass Improvements dated October 23, 2012; Exhibit 3, Legal Description Parcel B of the South side surplus property Robinson Street and BNSF Railway Underpass Improvements dated October 23, 2012; and Exhibit 4, Surveyor's Statement and Legal Description Parcel C
2. Memorandum dated October 30, 2012, from Ms. Leah Messner, Assistant City Attorney, to Mr. Shawn O'Leary, Director of Public Works
3. PowerPoint Presentation entitled, "Surplus Property Robinson Street Underpass Project," presented by Shawn O'Leary, Director of Public Works, and Scott Sturtz, City Engineer, dated December 17, 2012

CART RIDERSHIP REPORT INCLUDING SAFERIDE AND EXTENDED SERVICE.

Mr. Doug Myers, University of Oklahoma (OU) Parking and Transportation Administrator, (CART), distributed the Cleveland Area Rapid Transit (CART) Ridership Report for November 2012, and said the West Norman Link continues to increase. He asked if anyone had any comments and/or question and no comments and/or questions were received.

Items submitted for the record

1. Cleveland Area Rapid Transit Ridership Totals for the Month of November 2012

MISCELLANEOUS DISCUSSION.

None.

The meeting adjourned at 7:30 p.m.

City Clerk

Mayor

CITY COUNCIL CONFERENCE MINUTES

December 18, 2012

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a study session at 5:30 p.m. in the Municipal Building Conference Room on the 18th day of December, 2012, and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray, and the Norman Public Library at 225 North Webster 24 hours prior to the beginning of the meeting.

PRESENT:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
ABSENT:	None

Item 1, being:

PRESENTATION FROM RANDY WORDEN, EXECUTIVE DIRECTOR OF CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT, CONCERNING RECENT ACTIVITIES AND PROJECTS UNDERTAKEN BY THE DISTRICT.

Mr. Randy Worden, Executive Director of the Central Oklahoma Master Conservancy District (COMCD), updated Council on the drought, federal legislation, reuse study, non-reuse alternatives, and status of Total Maximum Daily Load (TMDL). He said Oklahoma has been in a drought for two and one half years and, according the National Weather Service, the drought will continue to persist and intensify. He said Oklahoma is in an extreme to exceptional drought that could be equivalent to the 1950's record drought in Oklahoma. He said projections through June 2013, indicate a dryer than normal spring, which does not bode well for Lake Thunderbird and the water supply. He said experts in Washington, D.C., expect the drought to continue over the next two to three years.

Mr. Worden said COMCD will be issuing a letter to all members in early January 2013, that Lake Thunderbird is at near record lows and with the anticipation of an extended drought, COMCD will be asking cities to implement conservation methods. He said COMCD requested the Bureau of Reclamation do a modeling of Lake Thunderbird by projections of the last two years of drought through 2018 and results should be available soon.

Mr. Worden said the Lake Thunderbird Efficient Use Act of 2011 is a three year effort to obtain federal legislation to allow importation of water into Lake Thunderbird, which would allow water to be brought in from existing lakes or construction of new lakes. He said legislation has been approved by the House of Representatives and has been forwarded to the Senate, but may not pass this year and if that happens COMCD will have to restart the process.

Mr. Worden said COMCD contracted with Allen Plumber and Associates to conduct a Lake Thunderbird Water Reuse Feasibility Study, which was partially funded by the Bureau of Reclamation. He said five options were 1) using treated effluent from the Norman Wastewater Treatment Plant (WWTP), treating it to a higher standard, and pumping it into Dave Blue Creek, a tributary of Lake Thunderbird; 2) using treated effluent from the City of Moore, retreating it, then discarding the water into the Little River; 3) treat Canadian River water and discharge into a lake tributary; 4) treat Canadian River water and send the water directly to Norman's Water Treatment Plant (WTP); and 5) treating effluent from the City of Moore and City of Norman and returning the water to Lake Thunderbird. He said the fifth option would be the best because it would provide a reliable water supply of 16 1/2 million gallons (MGD) of reclaimed water per day. He said of the member cities, Norman is in the worst shape from a water supply standpoint.

Mr. Worden said there would be three phases to Option Five. Phase I would supply 5 MGD of reclaimed water to Lake Thunderbird from the City of Moore. Phase II would supply a cumulative total of 10 MGD of reclaimed water to Lake Thunderbird in 2020 by augmenting the lake with five MGD from Norman's WWTP. Phase III would supply a cumulative total of 15 MGD of reclaimed water to Lake Thunderbird in 2031 by expanding the Norman booster pump station to convey a total of ten MDG of reclaimed water. He said 15 MGD would meet supply needs through 2040.

Item 1, continued:

Mr. Worden said capital costs for all three phases is $44 million. He said using the City of Moore's effluent is an economic decision because it is the cheapest and easiest to use. He said one hurdle is negotiating with the City of Moore for the effluent, but the biggest hurdle will be dealing with the Department of Environmental Quality (DEQ) over reuse. Mayor Rosenthal asked if the City of Moore has commented on this option and Mr. Worden said yes, none of the comments have been adversarial, but there are questions. He said the City of Moore has a contract with Oklahoma Gas and Electric Company (OG&E) to supply cooling water to power plants; however, OG&E has not utilized that to date so the water has been discharged into the Canadian River.

Mr. Worden highlighted non-reuse alternatives that include participating with Oklahoma City Water Utilities Trust in their effort to bring water from the Kiamichi River and Sardis Lake. He said bringing water from Kaw Lake in Osage would be one of the most expensive alternatives, but there are 80,000 to 81,000 acre feet of available water which would service not only the needs of Norman, but also the potential needs of Stillwater, Edmond, and other Oklahoma towns as well.

Non-Reuse Alternative #1 – Southeast Oklahoma
Non-Reuse Alternative #1 in Southeast Oklahoma would parallel the Atoka Pipeline from McGee Creek to Lake Thunderbird. The pipeline would cross at Lake Thunderbird and a discharge would occur at that point.

Non-Reuse Alternative #2 – Kaw Reservoir
Kaw Reservoir - Stillwater and Edmond may choose to partner with Norman as this alternative could potentially service the water needs for those cities as well as Norman.

Non-Reuse Alternative #3 – Scissortail Reservoir
This alternative looked at partnering with the City of Ada (Ada), along with other cities, for the construction of Scissortail Lake, directly west of the Ada. The water would be pumped to Lake Thunderbird in Norman.

Non-Reuse Alternative #4 – Parker Reservoir
Construction of Parker Reservoir, which would straddle Hughes and Coal Counties, is located approximately 25 to 28 miles east of the Ada. The alternatives for Parker Reservoir and Scissortail Reservoir look much alike in reference to the cost aspect as well as having identical pipeline routes from Ada to Lake Thunderbird. Parker Reservoir would yield almost double what Scissortail Lake would yield therefore supplying a lot more water to Ada, Norman, and other cities. COMCD also anticipates there being less issues with the Parker Reservoir, i.e. endangered species and tribal issues.

Comparative Costs Analysis
Option 5 - effluent from the City of Moore Waste Water Treatment Plant (WWTP) would be the fastest option in terms of permitting, have the least cost at $121,372,374, and require pumping and additional treatment. He said this could be the first project under the new reuse regulations that DEQ would address. The Scissortail Reservoir would be the next least costly option at $270,854,548, followed by Parker Reservoir at $297,942,094.

Mr. Worden said COMCD went through a long litigation process with the Oklahoma Department of Environmental Quality (ODEQ) on completing a TMDL study for Lake Thunderbird and its watershed. He said ODEQ hired a contractor in March 2011, but did not give an end date or timeline for review. COMCD took ODEQ back to court and received an order for a firm end date of November 30, 2012. Mr. Worden said ODEQ delivered a draft TMDL to Environmental Protection Agency (EPA) on November 30, 2012, but EPA does not have a timeline to review the TMDL. He said the review process will include a 45-day public comment period. He said COMCD received a draft copy of the TMDL on December 7, 2012, and is currently reviewing the study.

Item 1, continued:

Councilmember Spaulding asked if ODEQ will have a date on when they will deliver a Category 1 - non-potable reuse class one water and Mr. Worden said he did not have that answer, but legislation was very specific that ODEQ develop the regulation by appointing a review committee to work with ODEQ on the regulations. Mr. Worden said COMCD met with ODEQ in September 2012, and what he took away from the meeting was ODEQ felt they already have regulations that address non-potable reuse class one water. He said ODEQ believes they have met the letter of the law by appointing the review committee and they are done. Mr. Ken Komiske, Director of Utilities, felt ODEQ did not want to be in charge of regulating Category 1 – non-potable reuse class one water. Mr. Komiske felt the ODEQ Board needed to be more educated in regard to the technical aspects and at the September 2012, meeting, ODEQ did not favor non-potable reuse class one water. He said ODEQ planned to break the regulatory committee into two categories, a technical group and a regulatory group. Mr. Komiske said ODEQ's next meeting on this topic is scheduled for January 2013, which will be more of an educational meeting for ODEQ's Board to discuss and review accomplishments of approximately 36 other states and/or cities in reference to the non-potable reuse class one water.

Councilmember Spaulding said he did not understand the holdup if ODEQ felt the Category 1 issue has been addressed and Mr. Komiske said in order to discharge from any WWTP, a permit needs to be obtained. Mr. Komiske said ODEQ does not have regulations in place that allow *intentionally* in-direct potable reuse. He said the only ODEQ regulations in place are for *un-intentional* in-direct potable reuse. Mr. Worden said when ODEQ regulations were developed, the regulations were only for Class 2 through Class 4 water(s), specifically leaving Class 1 for future discussion. He said at this stage, ODEQ feels there are enough regulations to bring a Class 1 non-potable re-use water project forward for review. Mr. Worden said ODEQ has yet to see a project of this magnitude and COMCD is at the point of trying to decide whether additional funding needs to be spent in order to finish the engineering work that is necessary to develop the project before submitting the application to ODEQ for a permit, while feeling the likelihood of an application/permit being approved is low.

Councilmember Kovach asked Mr. Worden if the costs determined within the Study will be presented to COMCD member cities, i.e., Norman, Midwest City, and Del City and Mr. Worden said that will need to be discussed with not only the City of Norman, but the other COMCD member cities as well. Mr. Worden said decisions such as: 1) whether or not to move forward with a reuse option, 2) re-draft contracts, especially if Midwest City (MWC) and/or Del City do not wish to participate; and 3) if MWC and Del City do not wish to participate, determine whether COMCD or the City of Norman will take the lead on the reuse issue.

Councilmember Kovach said in the draft COMCD report, COMCD is recommending a 35% reduction in nutrient loading and asked if COMCD would be interested in partnering in construction of wetlands, if some of those wetlands were identified on state property close to Lake Thunderbird. Mr. Worden said that would be the COMCD Board of Director's decision.

Councilmember Kovach asked Mr. Worden to talk about the letter COMCD will be sending to member cities regarding the implementation of conservation methods and Mr. Worden said COMCD is requesting member cities initiate reductions up to 10%. Mr. Worden said he is meeting with the Bureau of Reclamation on December 12, 2012, and will have a better understanding of what could happen if the drought continues as it has for the last couple of years. He said knowing there is no legislation regarding water reuse and no reuse projects underway, conservation will be necessary. Mr. Worden said conservation is the least costly of all the options but will require reduction in irrigation and possibly include no lawn irrigation this summer. He said if the drought outlook continues as it is now, Oklahoma will not only reach the drought record of the 1950's but exceed it in February 2013.

Item 1, continued:

Mayor Rosenthal said she appreciates Mr. Worden coming and sharing the drought information and Lake Thunderbird Water Reuse Feasibility Study with Council and said the City of Norman looks forward to working with COMCD to resolve these issues.

Items submitted for the record

1. PowerPoint presentation entitled, "Central Oklahoma Master Conservancy District Drought Outlook - Activity Update for the City of Norman City Council," dated December 18, 2012

Participants in discussion

1. Mr. Randy Worden, Executive Director, Central Oklahoma Master Conservancy District (COMCD)
2. Mr. Ken Komiske, Director of Utilities

The meeting adjourned at 6:12 p.m.

ATTEST:

City Clerk

Mayor

FINANCE COMMITTEE MINUTES
December 19, 2012

The City Council Finance Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 5:30 p.m. in the Municipal Building Study Session Room on the 19th day of December, 2012, and notice and agenda of the meeting were posted in the Municipal Building at 201 West Gray and the Norman Public Library at 225 North Webster 48 hours prior to the beginning of the meeting.

PRESENT: Members Castleberry, Gallagher, Griffith, Kovach, and Chair Rosenthal

ABSENT: None

OTHERS PRESENT: Linda Lockett, Council Member
Steve Lewis, City Manager
Anthony Francisco, Finance Director
Ken Komiske, Utilities Director
Steve Hardeman, WRF Superintendent
Michael Graves, Garver Engineering
Gala Hicks, Human Resources Director
Kathryn Walker, Assistant City Attorney II
Jud Foster, Parks & Recreation Director
Erinn Gavaghan, Norman Arts Council
Stephen Koranda, NCVB Executive Director
Susan Greer, Norman Arts Council
Norman H. Hammon, Jazz In June
Douglas Elder, Firehouse Art Center
Mark Campbell, Citizen
Joy Hampton, Norman Transcript

CONTINUED DISCUSSION REGARDING A POTENTIAL INCREASE IN THE TRANSIENT GUEST ROOM TAX

- Committee discussed whether to raise the hotel/motel room tax rate by 1%, 1.5% or 2%.
- Disadvantage to City hoteliers if rate is higher than Oklahoma City or Tulsa and surrounding communities.
- Koranda stated that an increase above the Oklahoma City and Tulsa rate will hurt the chances of hosting large groups
- Kathryn Walker reviewed draft ballot and told the group once the Council decides on the rate increase to ask for, it can be plugged into the ballot.
- If ballot should fail, how soon can it be presented again to the citizens for a vote?
- Consensus of the Committee to move forward with an election in April asking for a 1% increase.

Item(s) submitted for the record:

1. Financial reports prepared by the Finance Department: Room Tax Revenue – Actual Collections; Distribution of Room Tax Revenue – FYE 13 Budget; Updated Revenue Estimate – Apportionment Of; Tax Rate Information – Benchmark Cities; and Sales & Room Tax Rate Comparison

DISCUSSION REGARDING THE PHASE II CAPITAL IMPROVEMENTS FOR THE SOUTHSIDE WATER RECLAMATION TREATMENT PLANT

Ken Komiske made presentation.

- Reviewed previous presentation.
- Dialogue with DEQ for the past 12 to 13 months.
- Engineering Report/Conceptual Design for plant was submitted to DEQ in November 2011.
- Do not have approval of engineering report at this time.
- City's current average daily flow is 11 mgd which is 92% of capacity.
- New requirements include disinfection and dissolved oxygen.
- DEQ insists that disinfection process must be addressed.
- Current plans call for building a facility that will be able to handle 17 mgd which represents full build-out of South Basin according to 2025 Land Use Plan.
- This is a $50 million to $60 million project.
- Timeline for DEQ compliance was reviewed and discussed.
- Phase 2 design would have to be completed in order to be prepared to construct Phase 3 which will allow the City to produce "drinking water" quality water.
- Francisco – plan is to build facility with 17 mgd capacity even though only allowed to discharge 16 mgd, correct?
- Discussed General Obligation Bonds and Revenue Bonds and which will be better for City to pursue. Depends on interest rate and when Council decides to proceed with election.
- Financial experts predicting possible "spike" in interest rates in two to three years.
- Discussed elections calendar and when would be best for City of Norman.
- Consensus to have an election in November of this year for the Phase II Improvements on the Southside Wastewater Treatment Plant.

Items submitted for the record:

1. Norman Water Reclamation Treatment Plant: Phase 2 Improvements prepared by the Utilities Department

SUBMISSION OF THE REVENUE/EXPENDITURE REPORT AS OF NOVEMBER 31, 2012

- Excise Tax collections up – earmarked for sewer system expansion projects.
- 92 General Obligation Bond secured by dedicated capital sales tax has been paid off - earmarked for Capital Projects now.

Items submitted for the record:

1. Summary of Major Funds-General; Capital; Westwood; Water; Water Reclamation; Sewer Maintenance; New Development Excise; Sewer Sales Tax; and Sanitation Fund Revenue Sources vs. Budget, Financial Report as of November 30, 2012.

SUBMISSION OF THE REPORT ON OPEN POSITIONS

No discussion.

Items submitted for the record:

1. City of Norman/Human Resources Department Recruitment and Selection Report dated December 12, 2012.

MISCELLANEOUS DISCUSSION

No discussion.

The meeting was adjourned.

ATTEST:

City Clerk

Mayor

CITY COUNCIL
BUSINESS AND COMMUNITY AFFAIRS COMMITTEE MINUTES

January 3, 2013

The City Council Business and Community Affairs Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 9:00 a.m. in the Conference Room on the 3rd day of January, 2013, and notice and agenda of the meeting were posted in the Municipal Building at 201 West Gray and the Norman Public Library at 225 North Webster 48 hours prior to the beginning of the meeting.

PRESENT:	Councilmembers Jungman, Spaulding, Williams, and Chairman Lockett
ABSENT:	Councilmember Kovach
OTHERS PRESENT:	Councilmember Roger Gallagher, Ward One Mayor Cindy Rosenthal Mr. Trey Bates, 3720 Timberidge Drive Ms. Tessa Beder, Norman Chamber of Commerce Mr. Steve Ellis, 633 Reed Avenue Ms. Mary Francis, 850C Cardinal Creek Condos Mr. Harold Heiple, 218 East Eufaula Ms. Joy Hampton, The Norman Transcript Mr. John Woods, Director, Chamber of Commerce Mr. Don Wood, Executive Director, Norman Economic Development Coalition
STAFF PRESENT:	Ms. Susan Connors, Director of Planning and Community Development Mr. Ken Danner, Subdivision Development Manager Mr. Terry Floyd, Development Coordinator Mr. Steve Lewis, City Manager Ms. Leah Messner, Assistant City Attorney Mr. Scott Sturtz, City Engineer Ms. Karla Chapman, Administrative Technician III

Item 1, being:

CONTINUED DISCUSSION REGARDING STREAMLINING THE DEVELOPMENT PROCESS.

Mr. Terry Floyd, Development Coordinator, said in its meeting of December 6, 2012, the Business and Community Affairs Committee (BACA) discussed ways to streamline the City's current development process. He said three options were presented for the Committee's review. The three options were designed to assist future industrial, commercial, and residential development projects by reducing cost and time.

Option One would change the expiration period of preliminary plats from its current three year period to five years with an additional two year extension if any portion of the project is final platted. The preliminary plat could be extended with a fee, plat extension application, and a formal letter from the applicant or their representative. The City of Norman Development Committee would review and approve or disapprove the plat extension; however, preliminary and final plats will still have to meet current subdivision regulation standards. Changes to the current process would require an amendment to the ordinance.

Option Two would eliminate the Planning Commission (PC) approval process for final plats since the plats typically conform with the previously approve preliminary plat. He said modifying the process would allow the applicant to be issued a building permit after Council approval of the preliminary plat provided the applicant utilizes the concurrent construction process for public improvements, i.e., posting a surety bond to ensure improvements are accomplished in a timely manner. Option Two could save the applicant 30 days or more in the development process and help the development meet construction deadlines and timelines for opening. Revisions to the subdivision regulations would need to be made to implement this change.

Option Three would allow property owners that apply for a Rural Certificate of Survey (COS) to subdivide large parcels into smaller parcels of ten acres or more without a pre-development meeting. COS developments are agriculturally zoned properties sold adjacent to private and public roadways, primarily in east Norman. These properties are residential in nature and are generally private home developments.

Mr. Floyd said Staff also outlined an option for pre-submittal meetings that is currently being utilized by some in the development community, but could be made more available to potential applicants. He said review and approval of final plats by City Council only and optional pre-development meetings for COS properties were discussed as viable options the Committee would like to explore further for possible future implementation.

Mr. Floyd said the Committee requested clarification of what constituted an administrative change in a preliminary plat for the option of extending validity of preliminary plats for five years and adding an administrative plat extension process. He said Staff met with members of the development community to draft language clarifying what constituted an administrative change.

Mr. Floyd said the Committee requested information on other community's development process timelines and Staff researched Oklahoma City (OKC), Edmond, and Moore. The approximate number of days in the development process is based on an applicant meeting submittal deadlines and developing the required project plans, drawings, and documents within the specified deadlines as set forth by each city. He said applicants can experience delays that are not always due to a City's development process and causes for those delays can be the complexity of a project, project financing, project size, delays in plan and drawing development, and complexity of site engineering.

Mr. Floyd said all cities, except OKC, require preliminary plat approval by the PC and City Council. He said OKC does not require City Council approval. All cities have multiple City Council meetings monthly and OKC and Edmond have two PC meetings per month. Norman, OKC, and Moore frequently allow zoning, site plan approval, and plat approval to move concurrently through the development process while Edmond encourages developers to obtain zoning, site plan approval, and platting separately. Not all cities require a pre-development meeting; however, Edmond has a process for a pre-development meeting between a developer and surrounding property owners that may be strongly encouraged in certain circumstances, but is not a required.

Mr. Floyd said development streamlining options would change the expiration period of preliminary plats from its current time period from three years to five years, extend the preliminary plat with a fee, plat extension application, and a formal letter from the applicant or their representative. It would also require plats to conform to current adopted subdivision regulations once they move forward to final plat, which will be noted on the preliminary plat. Councilmember Castleberry asked if a development could be grandfathered in and Mr. Floyd said no, all developers would have to adhere to current subdivision regulations.

Mr. Floyd said, after meeting with the development community to clarify a substantial change to a preliminary plat, the following modifications to the ordinance are proposed for an extension of the preliminary plat to be approved administratively by the Development Committee:

Item 1, continued:

- Increase in the number of lots up to 10%
- Decrease in the number of lots
- Changes to parkland location – upon recommendation of approval by the Director of Parks and Recreation (or designee). If a change in parkland location is denied, the plat must be reapproved by the Planning Commission and City Council.
- Street alterations may be approved if necessitated by request for an increase or decrease in the number of lots, if the layout of the streets is not substantially altered. All alteration to streets must conform to adopted public safety and traffic management standards before being approved.
- If the Development Committee determines an amendment is not minor, they shall require the preliminary plat to go back through the approval process

Mr. Floyd said the following will constitute a substantial change in a preliminary plat applying for an administrative plat extension and require reapproval by PC and City Council:

- Significant alteration to the layout and use of the preliminary plat
- Increases the number of lots by more than 10%
- Alteration of streets that do not meet the requirements as outlined in the ordinance
- Significant alteration to the design and scope of the preliminary plat

Mr. Floyd said there were varying views on what the word "substantial" meant, but Staff's goal is to allow for flexibility in working with the developer on changes. He said if language is too rigid, it could be hard for the developer to adhere to, especially on street alterations.

Councilmember Gallagher asked what kind of overall time has been saved for developers to make the process more fluid and Mr. Floyd said the more substantial change is the option for administrative approval to move the final plat forward to City Council. He said this could save up to a month if the deadline was missed. Councilmember Gallagher asked the cost of the extension fee and Mr. Floyd said the fee is proposed to be $1,200, which is similar to OKC, but fees varied throughout other communities. Mr. Steve Lewis, City Manager, said OKC has an initial fee of $2,200 to $2,500. Councilmember Gallagher asked why the fee is so high, what is the City's cost? Mr. Ken Danner, Subdivision Development Manager, said costs would be incurred for the Development Committee to meet and review the plat to ensure the plat is consistent with what was previously approved by City Council. Mr. Lewis said Staff can calculate cost of Staff's time and submit to the Committee. Councilmember Castleberry said if nothing has changed on the plat, there should be no cost and Councilmember Jungman said Staff time would still be used to review the plat. Councilmember Williams asked why an extension would cost more than the initial fee and Councilmember Jungman said he would like to see the City's costs. Councilmember Williams said extension fees should not cost more than the initial filing fee. Mr. Harold Heiple, Attorney, said the development community has no problem paying the same amount for an extension fee as they paid for the initial filing of the plat. Councilmember Castleberry asked if there is a scenario where the extension review would take more time than the initial filing review and Mr. Heiple said yes, if there was a substantial change, but that would not be administratively approved. Chairman Lockett said Committee members need to keep in mind that Staff and developers have met and were all in agreement with the proposed modifications.

Councilmember Gallagher felt allowing developers to rezone property before filing the preliminary plat, similar to Edmond's process, could cause problems. Mr. Floyd said Edmond encourages that process because they have had a number of controversial zoning cases and, if the rezoning request is done separately, their Staff can usually determine if the area may spur a lot of public discussion. He said Edmond's Staff does not want developers putting forth the time and effort of filing rezoning requests and a preliminary plat at the same time when the rezoning request will most likely be denied. Mr. Danner said the City of Norman believe a rezoning request needs to accompany a preliminary plat so issues can be addressed in the predevelopment meeting.

Item 1, continued:

Councilmember Williams said he has attended predevelopment meetings and sometimes no affected property owner attends and asked if no one responds to notification letters, can the City just not hold the meeting. He said this would save Staff time as well as the applicant's time. Ms. Susan Connors, Director of Planning and Community Development, said the City does not require a response from the property owners to the letters. She said property owners are notified of the meeting and can attend if they wish. Councilmember Williams asked if there are any communities that ask for a response and Ms. Connors said she did not know of any and felt requiring a response would unnecessarily complicate the process. Councilmember Spaulding asked when notification letters are sent out and Ms. Connors said two weeks prior to the meeting. Mr. Heiple said developers cannot file for rezoning until after the predevelopment meeting has been held, but developers are requesting the predevelopment meeting, Greenbelt Commission (GBC) meeting, and rezoning requests be held at the same time, which can cut thirty days out of the process. Mr. Lewis said this is something BACA can review in a future meeting.

Councilmember Williams said developers who work in Norman know the City's meeting schedules, but there are individuals who do not know the development process and may miss a meeting deadline by just one or two days causing a ninety day delay. He felt there should be a way to help them in that situation. Councilmember Jungman said it is not unreasonable to ask people to read Norman's regulations or call and ask questions, but Councilmember Williams disagreed because he has been through the development process and it is not easy. Councilmember Spaulding agreed the process needed to be easier and is incumbent upon the City to help people through the process and be customer friendly.

Councilmember Jungman asked if the City has measured customer satisfaction lately and Mr. Lewis said in 2008, a citywide survey showed very good scores for customer service.

Councilmember Castleberry asked what the City's process is if someone calls to ask questions about the development process and Ms. Connors said Staff sits down and walks them through the process, particularly if they are new to the community. Mr. Floyd said many times, first contact is with land acquisition companies or architects, which will initiate a meeting and Staff tries to give them all the information necessary. He said sometimes the person requesting information does not have a location in mind or may change the location, which affects the development process. Mr. Sturtz said development issues discussed tonight are not unique to Norman.

Councilmember Castleberry suggested placing some type of guidelines on the City's website.

Ms. Joy Hampton, The Norman Transcript, asked if Norman is considering holding two PC meetings per month and Mr. Floyd said that has not been proposed at this time. Ms. Hampton asked if holding only one PC meeting per month is contributing to timeline problems and Ms. Connors said no one has complained about one meeting per month.

Mr. John Woods, Chamber of Commerce Director, said the ability to condense the schedule would make the difference for a successful project. He said the timeline for getting a retail business open could determine whether or not the project goes forward or is scrapped. He said most retailers require a construction completion date so the business can open by a date certain, especially during the holiday season. He said anything the City can do decrease the amount of time the development process takes would be beneficial. He said Staff does an outstanding job on the front end of guiding people through the process, but encouraged Staff to work on streamlining the building permit inspection process such as having a one stop inspection. Councilmember Spaulding said he thought the City had addressed one stop inspections and Ms. Connors said Staff is in the process of addressing that. Councilmember Spaulding asked how this is being addressed and when the Committee can expect to be updated. Mr. Lewis said inspections are being primarily addressed through training and an automated computer system. He said the Committee should have an update within a few weeks.

Item 1, continued:

Mayor Rosenthal said funds budgeted for a citywide Citizen Satisfaction Survey, but were transferred to the Street Division for additional street sweeping, which needs to be done on a regular basis. Councilmember Castleberry asked how much was budgeted and Mr. Lewis said $45,000 to $50,000. Councilmember Castleberry suggested doing a survey on Planning Department services only to determine what services are lacking.

Mr. Steve Ellis, 633 Reed Avenue, asked what the role of the Norman Economic Development Coalition (NEDC) is in helping represent Norman and people who have not been through the planning process. Mr. Don Wood, Director of NEDC, said NEDC primarily focuses on clients they represent; however, they will refer businesses to the Chamber or City.

Mr. Lewis said Staff will bring more information on the extension fee to the Committee at their next meeting. Councilmember Williams said if the extension fee amount is the only issue left open he would suggest forwarding the development process proposal to Council with Staff providing an amount at that time. Councilmember Jungman said he would rather wait for information on Staff costs before deciding on an amount. Mayor Rosenthal said the proposal would have to be reviewed by the PC prior to Council and Ms. Connors said the PC could discuss the development process proposal in its January meeting and review the extension fee after BACA has come to a consensus and the Committee agreed.

Items submitted for the record

1. Memorandum dated December 27, 2012, from Terry Floyd, Development Coordinator, to Business and Community Affairs Committee with Attachment A, Draft Ordinance, and Attachment B, Development Timelines – OKC and Metro Communities
2. PowerPoint presentation entitled, "City of Norman Development Streamlining Options," Business and Community Affairs Committee, dated January 3, 2013
3. E-mail dated January 2, 2013, from Harold Heiple to Councilmember Linda Lockett and Brenda Hall

Item 2, being:

MISCELLANEOUS DISCUSSION.

None

The meeting adjourned at 9:56 a.m.

ATTEST:

City Clerk

Mayor

CITY COUNCIL CONFERENCE MINUTES

January 8, 2013

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a conference at 5:00 p.m. in the Municipal Building Conference Room on the 8th day of January, 2013, and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray, and the Norman Public Library at 225 North Webster 24 hours prior to the beginning of the meeting.

PRESENT:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
ABSENT:	None

Item 1, being:

DISCUSSION REGARDING CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT'S IMPOSITION OF A 10% WATER ALLOCATION REDUCTION AND RELATED WATER CONSERVATION MEASURES.

Mr. Ken Komiske, Director of Utilities, highlighted Oklahoma drought conditions – from 1895 to 2011, U.S. seasonal drought outlook through March 31, 2013, and the Central Oklahoma Master Conservancy District (COMCD) trends for Lake Thunderbird level from May 2003 to present. He said it is predicted that Norman will have another record low rainfall in 2013, which will make three consecutive years of below average rainfall. Mr. Komiske said the drought outlook for Norman is that it will persist or intensify; therefore, the pool elevation for Lake Thunderbird will likely continue to drop.

Mr. Komiske said COMCD regulates Lake Thunderbird reservoir and the above mentioned concerns prompted Mr. Randy Worden, COMCD General Manager, to send a letter to the City of Norman, and the Cities of Del City and Midwest City which stated effective January 1, 2013, the District would impose a ten percent (10%) reduction of each cities' allocation and further reductions may be forthcoming in the next several months depending on rainfall received and declining lake elevations.

COMCD has been pushing federal legislation to allow the importation of non-project water into Lake Thunderbird for the last three (3) years, which passed in the House of Representatives and was forwarded to the Senate. COMCD is not certain the bill will pass and, if not, they plan to start over again with the same language to hopefully get it passed in the next session. Without authorization to import water into Lake Thunderbird, the options for additional water supplies are few.

COMCD completed a water reuse feasibility study in 2012 that investigated several options for reusing water to include treating effluent and/or water from the Canadian River and discharging into tributaries of Lake Thunderbird, as well as addressing several non-reuse options e.g., constructing a pipeline from an existing and/or new reservoir and connecting it to Lake Thunderbird. Each of the options have multiple issues, i.e., Department of Environmental Quality (DEQ) approval, public education/buy in for reuse options, and very costly and time consuming for non-reuse options. COMCD anticipates that the earliest a project could be implemented is two years for reuse options, if everything goes well, 10 to 15 years in the future for new reservoir construction, and two to four years for a pipeline project for non-reuse options.

COMCD's letter stated the most timely and least expensive alternative would be to implement water conservation programs to assist with extending the water supply and the implementation of conservation programs could begin immediately with additional steps phased in as necessary. Reducing consumption is critical to sustaining Lake Thunderbird through an extended drought.

Item 1, continued:

COMCD will consider the rainfall and lake elevation data monthly and determine if further reductions should be implemented. The District will work to determine at what rate each city's water delivery should be set and the delivery rate will be communicated to each city so that it can plan accordingly.

Mr. Komiske highlighted the City of Norman Water Conservation Plan (WCP) 2011, including the Drought Contingency Plan adopted by Resolution No. R-1011-123 on May 31, 2011. He summarized the WCP, including the triggers and goals for each stage. Stage 1, Voluntary Mandatory; Stage 2, Moderate Mandatory, and Stage 3, Severe Mandatory. Mr. Komiske highlighted the 2012 and 2011 total water usage for Norman and said 66% of Norman's water source is from Lake Thunderbird. He said the typical winter residential usage is 6,200 gallons per month, but in order to reach a 6.6% reduction (10% of 66% from Lake Thunderbird water source), each person (not household) would need to save five (5) gallons of water per day. The following suggestions are ways to accomplish this.

- Reducing one (1) load of laundry per week (approximately 40 gallons per load)
- Reduce shower time by one (1) to two (2) minutes
- Turn off the faucet while shaving
- Turn off the faucet while brushing teeth
- EPA "water sense" label on items saves up to 20% of water use
- Gray water usage

Mr. Komiske asked Council which WCP Stage they prefer to implement and said any of the Stages can be tweaked to make water conservation easier for citizens and/or Staff. He said information/education regarding WCP implementation can be placed in customer's water billing, in the newspaper, website, and/or on Channel 20.

Councilmember Spaulding asked if an immediate 10% reduction would lessen the stress load for the upcoming summer and Mr. Komiske said water conservation now may not save and/or solve summer issues, but it will slow the dropping of Lake Thunderbird levels. Mr. Komiske said implementing a WCP at this time will allow Norman's water customers to get into the trend of saving water because the drought may worsen as summer (and higher temperatures) approaches.

Councilmember Kovach asked if outdoor landscape watering was beneficial in the winter and Mr. Jud Foster, Director of Parks and Recreation, said although not as much water is needed for outdoor landscaping in the winter versus the summer; the watering in the winter does help to grow/establish the root system for trees, shrubs, grass, and landscaping, etc. Councilmember Kovach asked if Council chose to implement "no new planting" would that include the trees that are to be planted in Rotary and Monroe Parks and Mr. Foster said not necessarily because Staff would avoid planting during the hot summer anyway.

Councilmember Griffith felt it is not unreasonable for Norman to begin mandatory odd/even watering now with no watering on Wednesday or Thursday so that the City does not have to implement more extreme measures as the drought continues. Councilmember Kovach agreed stating the drought could possibly continue for a few more years and the City needed to help citizens get used to the idea of conserving water now rather than later.

Councilmember Jungman favored mandatory water conservation, i.e., odd/even watering, etc., and asked how new customers and/or new lot(s) in sub-divisions would fit into the 10% reduction equation. Mr. Komiske said residential customers do not add that much water consumption compared to commercial or industrial customers. Mr. Komiske said the City certainly does NOT want to discourage people or businesses from moving to Norman, but this issue will need to be discussed further and placed into the equation.

Item 1, continued:

Mayor Rosenthal said she is supportive of mandatory water conservation *now* and felt it would help ease the citizens into water conservation and more importantly, alert citizens who are thinking about making a major landscaping investment
as well as businesses who plan to stock their shelves with landscaping materials. She said the City needs to modify the WCP, Stage 3, to reflect drought circumstances rather than only summertime water usage. Mayor Rosenthal felt the City needed to look at all options to provide suggestions and educate customers on how to conserve and reduce water consumption. Mr. Komiske agreed and felt the community as a whole is ahead of the water conservation curve.
He said when providing water conservation education to Norman's citizens, information about what the City has done/implemented to assist with water conservation should be included, i.e., giving away rain barrels and conducting rain barrel workshops, building a pond at Griffin Park to irrigate the fields, drilling irrigation wells at Westwood Golf Course, and using reclaimed water at the Wastewater Treatment Plant.

Councilmember Williams asked if Department of Environmental Quality (DEQ) and/or Environmental Protective Agency (EPA) require dust control on construction sites, and, if so, can the City implement Stage 3, Severe Mandatory, on construction sites. Mr. Komiske said Staff would research this further, but felt dust control is more of an esthetic piece for surrounding neighborhoods/residents. He said a requirement for Stage 2, Moderate Mandatory, also recommends no new landscaping, including developers, and the Planning and Community Development Department has given variances to the builders letting them know they do not have to plant trees and/or shrubs in order to meet current requirements – it can be done at a later time <u>after</u> the drought. Mr. Komiske said this would need further discussion as the City is only trying to implement water conservation, not trying to put developers/builders/industries out of business. He said if the City uses less of the Lake Thunderbird allocation at this time, the City would have more allocation at a later time, but with the declining slope it is hard to predict, i.e., lake levels, summer temperatures, and the on-going drought.

Councilmember Castleberry suggested incentive programs for citizens who use gray water for irrigation, etc., and Councilmember Kovach said the City could look at giving new development/neighborhood incentives if gray water irrigation systems are installed. Councilmember Kovach said it would not only conserve water but assist with storm water run-off as well.

Councilmember Castleberry asked whether or not the City could change the inverted structure and Mr. Komiske said the City of Norman currently has a strong inverted block rate, i.e., the more water used – the more expensive it will cost. Mayor Rosenthal said if the drought continues the City may need to look at modifying the rate structure which would have to go to the vote of the people.

Mr. Steve Lewis, City Manager, said each COMCD member city, i.e., Norman, Del City, and Midwest City, has an allocation of Lake Thunderbird and Norman's growth has outpaced some of the other communities; consequentially those communities have more surplus water than Norman. He said the City of Norman has entered into informal discussions with the City of Del City to determine if Norman will have an opportunity to use some of their un-allocated water resources. Currently the discussion is with COMCD, Norman, and Del City and if an agreement is reached, all three governing bodies would have to approve. Mr. Lewis said Del City is interested in assisting Norman, but not at a detriment to the Del City community. Therefore, agreements and/or provisions would be made to protect Del City should they have an interruption in their water well system. Mr. Lewis said the agreement would be a short-term duration, approximately five (5) years – possibly a little longer, but would allow the City of Norman to raise its current allocation of Lake Thunderbird. He said hopes are to come back to Council with progress of an agreement in the very near future. Mayor Rosenthal said Del City is heavily dependent on deep water wells as their main water supply, which is partly the reason they do not use their full allocation. Mr. Lewis wanted to be clear that Norman is not trying to acquire Del City's water rights but rather "rent" water for a short period of time from Del City by using some of their surplus allocation.

Item 1, continued:

Councilmember Spaulding once again suggested looking at the red cedar tree issue because they use so much water not only in and around Lake Thunderbird, but water wells, and aquifers. Mayor Rosenthal said that could certainly be an issue addressed in public education, i.e., if a person has red cedars on their property this may be an opportune time to have the red cedar trees removed.

Councilmember Kovach felt the City should hope for the best but prepare for the worst in terms of the drought and look at solutions that would help Norman get through a longer drought period, especially if a larger water reduction is required in the future. He said a long term water study could focus on some shorter solutions for Norman such as possibly drilling more water wells.

Councilmember Gallagher asked if the City generally pulls the majority of water in the wintertime from City water wells rather than Lake Thunderbird and Mr. Komiske said no. Mr. Komiske said for the past 10 years Norman has overused its Lake Thunderbird allocation and the City has made a strong effort in the past three (3) years *not* to overuse the allocation by balancing use of water wells versus Lake Thunderbird so that Norman could use Lake Thunderbird during the summertime.

Councilmember Gallagher asked how many arsenic water wells could be put on-line with treatment and Mr. Komiske said the City has approximately 10 to 12 arsenic wells that do not meet the potable water quality. These are the same wells that were used in 2005, but the regulations changed in 2006 thus demanding the water wells be taken off-line. He said if the City decided to use the same water wells from 2005 the City would need to send a public notice to all the citizens and it is not clear what DEQ or EPA would say about knowingly using a water source that is non-potable. Mr. Komiske said the City is/has been treating one (1) City water well for arsenic, but it is more expensive to treat arsenic wells than it is to treat lake water. He said as part of the Strategic Water Supply Plan one long-term solution the City is looking at is to just use all the City's water wells and treat all the water at a *water well only* Water Treatment Plant, but that would cost a lot of money.

Mr. Komiske said money was placed in the budget to treat three (3) arsenic wells, but soon thereafter the chromium issue came up. Treating wells for arsenic does not necessarily remove the chromium because they are two (2) different metals; therefore, Staff is hesitant to put millions of dollars into treating arsenic only to have the EPA state there is still a chromium issue and the wells just treated for arsenic are not going to work out. Mr. Komiske said no wells are being treated currently for chromium because the City is meeting all the existing regulations.

Councilmember Gallagher asked about leaks and said Staff indicated a couple of years ago the City lost approximately one million gallons of water per day and asked how that issue is progressing. Mr. Komiske said one million gallons of unaccounted water over the City's 540 miles of pipe is actually not that much when gallons per mile are taken into consideration. Staff has done an excellent job and the unaccounted water, i.e., repairing leaks, replacing water lines, etc., in Norman is much lower than current industry standards and Norman is actually down to seven or eight percent of unaccounted water. He said that percentage is very good, but the possibility of improvement certainly exists. Councilmember Gallagher asked how much water the University of Oklahoma (OU) takes from the City and Staff said 600,000 gallons per day. Councilmember Gallagher asked whether OU will be requested to reduce their water consumption supplied by the City and Staff said yes.

Mayor Rosenthal felt the overall consensus of Council is to implement Stage 2 – Moderate Mandatory water conservation and requested the Oversight Committee look at the issue of modifying the Conservation Policy for drought conditions. She suggested the Finance Committee re-examine the City's current rate structure if the drought and/or water conservation measures continue.

Item 1, continued:

Items submitted for the record

1. PowerPoint presentation entitled, "Water Conservation," January 2013
2. City of Norman Water Conservation Plan 2011
3. Letter from Mr. Randy Worden, General Manager, Central Oklahoma Master Conservancy District, to Mark Edward, City Manager, City of Del City; Guy Henson, City Manager, City of Midwest City; and Steven D. Lewis, City Manager, City of Norman, dated December 27, 2012

Participants in discussion

1. Mr. Ken Komiske, Director of Utilities
2. Mr. Chris Mattingly, Utilities Superintendent
3. Mr. Steve Lewis, City Manager

Item 2, being:

DISCUSSION OF LEGACY PARK CONSTRUCTION BIDS.

Mayor Rosenthal said the Legacy Park construction bids need to be discussed and direction given to Staff so it may be placed on the January 22, 2013, Council agenda before the bids expire. Mr. Jud Foster, Director of Parks and Recreation, highlighted the Legacy Park construction bid process stating the project bids were opened November 20, 2012, and the engineer's estimate for the base bid was $6,018,500 with an additional $1,897,160 for alternate items for a total bid estimate amount of $7,915,660. He said the City received five (5) bids total with the lowest bid from CGC, L.L.C., in the amount of $5,525,900 for the base bid with an additional $1,495,000 for alternates for a total bid amount of $7,020,900. Mr. Foster said the bids were extended to January 31, 2013, and it is important to get a contract awarded before the bids expire as well as before new price increases go into effect on contractor supplies.

Mr. Foster highlighted project bid alternates as follows:

1. Stage Railing at east side pond edge		$ 35,000
2. Added walking trail landscape plantings and sod		$ 35,000
3. Added walking trail sidewalks		$ 65,000
4. Added walking trail benches and trash receptacles		$ 38,000
5. Added walking trail lighting		$ 120,000
6. Amphitheatre seat wall light		$ 36,000
7. Stage floor light fixtures		$ 7,000
8. Decorative light fixtures at entry		$ 12,000
9. Pole fixtures (14')		$ 102,000
10. Decorative light fixtures		$ 23,000
11. Cascading water features		$ 865,000
12. Green screen portals		$ 27,000
13. Lower arbor sections (west)		$ 130,000
14. Glass block in restroom		$ - 0 -
	TOTAL	$1,495,000

Mr. Foster said the bid results were presented to the Tax Increment Finance (TIF) Development Oversight Committee with Council comments from their December 18, 2012, meeting were discussed regarding alternates two (2) through five (5) (listed above). He said the TIF Development Oversight Committee felt the alternate improvements for items 2-5 would be nice to have but suggested deferring them until later in the project. Mr. Foster said the TIF Development Oversight Committee also had concerns about the location of the restrooms relative to the distance from the stage area and Staff, along with the project engineers, continues to explore options of relocating the restroom building. He said the location of the restroom building is limited because of the where the sanitary sewer line can be placed due to the

Item 2, continued:

area being a very tight site in terms of grading and sewer well capacity. Mr. Foster said it is possible to relocate the sanitary sewer line 80 to 100 feet to the south which would put it next to the restaurant site and therefore may not be recommended as a good choice.

Mr. Foster said alternate items two through five are improvements around the detention pond and have a total cost of $258,000 which have been taken out of the original bid, therefore bringing the revised alternate items to $1,237,000 for a total revised bid of $6,762,900.

Mr. Foster highlighted the Legacy Park Construction and 24th Avenue Intersection improvements as follows:

▪ Construction Bid with Alternate Items (except 2 through 5)	$ 6,762,900
▪ Rebid Cost, Construction Project Oversight and Testing	$ 164,068
▪ Legacy Park and 24th Avenue Intersection Contract	$ 678,370
TOTAL	$ 7,605,388

Councilmember Kovach asked how much it would cost to make the water in the main pond programmable so it could be set to music and/or a concert. Mr. Scott Howard, Fairbairn Site Design, Inc., said he would need to check with the water feature consultant to find out the additional cost. Councilmember Kovach said he would like to know the cost upgrade for the center/main pond and hopefully it would come in less than the two side water features that would honestly be more of a distraction from the main feature.

Councilmember Jungman requested explanation for alternate item #11 – cascading water feature, stating the $865,000 is a bit of a sticker (price) shock and Mr. Howard said the cascading water features will be clad in stone on the pond side while the upper pool water will bubble out of a series of 20 to 30 cylindrical acrylic tubes, each having LED fixtures that allow color changing as well as being different diameters and heights. Mr. Howard said the upper pool will have glass tile lining and will include motion of the water coming out of the tubes, spilling over the cascading feature having an appearance of flowing into the big pond but actually will not because the two are separate. Councilmember Griffith asked if there are water fountains in the upper level pool and Mr. Howard said yes. Councilmember Jungman asked the elevation drop from the top to the bottom and Mr. Howard said about three feet.

Mayor Rosenthal agreed that the cascading water feature is very costly especially when thinking about the investments made in other City parks, but she did not object to making some of the water features a little more dramatic in the center of the pond. She felt the money savings are essentially savings from the Rock Creek Bridge and asked if the savings could be devoted to cultural facilities rather than an $865,000 aesthetic water feature.

Councilmember Williams asked what would take the place of the cascading water feature if it was not placed in the park and Mr. Howard said more plaza space. Councilmember Jungman asked the distance between the corner of the proposed water feature and the corner of the planter located in the plaza and Mr. Howard said approximately 12 to 15 feet, easily enough room for pedestrian pass-through. Mr. Howard said that particular area would be opened up if Council decided not to have the water feature.

Councilmember Jungman said he would like alternate item #2 added back to the bid because he felt the additional landscaping would "hide" the back side of the Academy store, as well as give a buffer from the Interstate 35. He felt the additional landscaping will enhance Legacy Park and Mayor Rosenthal said she is supportive of landscaping in the right-of-way, but felt it could be added at a later time. Mayor Rosenthal suggested planting trees closer together in order to gain the dramatic visual impact of the trees rather than having to wait 20+ years for them to grow.

Item 2, continued:

Councilmember Castleberry said if there is excess savings on the Legacy Park Project the alternate items could be added later.

Council consensus was to move forward with the contract and alternates 1, 6 through 10, and 12 and 13; not including items 2, 3, 4, 5, and 11. Mr. Foster said Staff will explore options regarding increasing the effectiveness of the main pond fountain which can be added later as a change order to the contract.

Items submitted for the record

1. PowerPoint presentation entitled, "University North Park Legacy Park Review of Construction Bid," resented by Jud Foster and Scott Howard, dated January 8, 2013

Participants in discussion

1. Mr. Jud Foster, Director of Parks and Recreation
2. Mr. Scott Howard, Fairbairn Site Design, Inc.
3. Mr. Rick McKinney, McKinney Partnership

The meeting adjourned at 6:05 p.m.

ATTEST:

City Clerk

Mayor

CITY COUNCIL MINUTES
NORMAN UTILITIES AUTHORITY MINUTES
NORMAN MUNICIPAL AUTHORITY MINUTES
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES

January 8, 2013

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building on the 8th day of January, 2013, at 6:30 p.m., and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray and at the Norman Public Library at 225 North Webster 24 hours prior to the beginning of the meeting.

PRESENT:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
ABSENT:	None

The Pledge of Allegiance was led by Boy Scott Troop No. 241 from Alcott Middle School.

* * * * *

Item 3, being:

APPROVAL OF THE MINUTES AS FOLLOWS:

CITY COUNCIL BUSINESS AND COMMUNITY AFFAIRS COMMITTEE MINUTES OF DECEMBER 6, 2012
CITY COUNCIL CONFERENCE MINUTES OF DECEMBER 11, 2012
CITY COUNCIL OVERSIGHT COMMITTEE MINUTES OF DECEMBER 12, 2012
CITY COUNCIL MINUTES OF DECEMBER 18, 2012
NORMAN UTILITIES AUTHORITY MINUTES OF DECEMBER 18, 2012
NORMAN MUNICIPAL AUTHORITY MINUTES OF DECEMBER 18, 2012
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF DECEMBER 18, 2012

Acting as the City Council, Norman Utilities Authority, Norman Municipal Authority, and Norman Tax Increment Finance Authority, Councilmember Kovach moved that the minutes be approved and the filing thereof be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. GID-1213-60 dated December 27, 2012, by Brenda Hall, City Clerk
2. City Council Business and Community Affairs Committee minutes of December 6, 2012
3. City Council Conference minutes of December 11, 2012
4. City Council Oversight Committee minutes of December 12, 2012
5. City Council minutes of December 18, 2012
6. Norman Utilities Authority minutes of December 18, 2012
7. Norman Municipal Authority minutes of December 18, 2012
8. Norman Tax Increment Finance Authority minutes of December 18, 2012

and the question being upon approving the minutes and upon the subsequent directive, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and the minutes approved; and the filing thereof was directed.

* * * * *

Item 4, being:

PROCLAMATION NO. P-1213-9: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING MONDAY, JANUARY 21, 2013, AS AMONG FRIENDS DAY IN THE CITY OF NORMAN IN CELEBRATION OF THE TEN-YEAR ANNIVERSARY OF AMONG FRIENDS.

Councilmember Kovach moved that receipt of Proclamation No. P-1213-9 proclaiming Monday, January 21, 2013, as Among Friends Day in the City of Norman be acknowledged and the filing thereof be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. P-1213-9 dated December 19, 2013, by Brenda Hall, City Clerk
2. Proclamation No. P-1213-9

Participants in discussion
1. Ms. Cathe Fox, Executive Director, Among Friends Activity Center, accepted the proclamation and thanked the Council

and the question being upon acknowledging receipt of Proclamation No. P-1213-9 proclaiming Monday, January 21, 2013, as Among Friends Day in the City of Norman and upon the subsequent directive, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and receipt of Proclamation No. P-1213-9 proclaiming Monday, January 21, 2013, as Among Friends Day in the City of Norman acknowledged; and the filing thereof was directed.

* * * * *

Item 5, being:

CONSENT DOCKET

Councilmember Kovach moved that Item 6 through Item 24 excluding Items 19 and 20 be placed on the consent docket by unanimous vote, which motion was duly seconded by Councilmember Griffith; and the question being upon the placement on the consent docket by unanimous vote of Item 6 through Item 24 excluding Items 19 and 20, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Item 6 through Item 24 excluding Items 19 and 20 were placed on the consent docket by unanimous vote.

* * * * *

Item 6, being:

CONSIDERATION OF ORDINANCE NO. O-1213-19 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO PLACE A PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE I-1, LIGHT INDUSTRIAL DISTRICT, AND REMOVE THE SAME FROM THE A-2, RURAL AGRICULTURAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3722 CLASSEN BOULEVARD)

Councilmember Kovach moved that Ordinance No. O-1213-19 be Introduced and adopted upon First Reading by title, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. O-1213-19 dated October 15, 2012, by Jane Hudson, Principal Planner
2. Ordinance No. O-1213-19
3. Location map
4. Staff Report dated December 13, 2012, recommending approval
5. Protest area map containing 3.7% protest within notification area
6. Letter of protest received November 5, 2012, from Rosa L. Lewis to Whom it May Concern
7. Pertinent excerpts from Planning Commission minutes of November 8 and December 13, 2012

and the question being upon the Introduction and adoption of Ordinance No. O-1213-19 upon First Reading by title, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Ordinance No. O-1213-19 was Introduced, read, and adopted upon First Reading by title.

* * * * *

Item 7, being:

CONSIDERATION OF ORDINANCE NO. O-1213-21 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A PART OF A TWENTY (20) FOOT RIGHT-OF-WAY (ALLEY) LOCATED IN BLOCK FIVE (5) OF FRANKLIN ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Councilmember Kovach moved that Ordinance No. O-1213-21 be Introduced and adopted upon First Reading by title, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. O-1213-21 dated October 15, 2012, by Ken Danner, Subdivision Manager
2. Ordinance No. O-1213-21
3. Location map
4. Memorandum dated September 19, 2012, from Brenda Hall, City Clerk, to Jeff Bryant, City Attorney; Jane Hudson, Current Planning Manager; Ken Danner, Subdivision Manager; and Ken Komiske, Director of Utilities
5. Letter of request dated September 18, 2012, from R. Blaine Nice, Attorney/Agent, Fellers Snider, to Ms. Brenda Hall, City Clerk
6. Location map of Franklin Community
7. Radius map
8. Letter dated September 27, 2012, from Brian Navarro, Operations Supervisor, Oklahoma Natural Gas, a Division of ONEOK, to Brenda Hall, City Clerk; Jeff Bryant, City Attorney; Doug Koscinski, Current Planning Manager; Ken Danner, Development Coordinator; and Ken Komiske, Director of Utilities
9. Staff Report dated December 13, 2012, recommending approval
10. Pertinent excerpts from Planning Commission minutes of December 13, 2012
11. Aerial map

Item 7, continued:

and the question being upon the Introduction and adoption of Ordinance No. O-1213-21 upon First Reading by title, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Ordinance No. O-1213-21 was Introduced, read, and adopted upon First Reading by title.

* * * * *

Item 8, being:

CONSIDERATION OF ORDINANCE NO. O-1213-24 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO PLACE LOT 2, BLOCK 2, WOODCREST ESTATES PLAZA ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE C-1, LOCAL COMMERCIAL DISTRICT, AND REMOVE THE SAME FROM THE RM-6, MEDIUM DENSITY APARTMENT DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (LOCATED AT THE NORTHEAST CORNER OF PORTER AVENUE AND WOODCREST DRIVE)

Councilmember Kovach moved that Ordinance No. O-1213-24 be Introduced and adopted upon First Reading by title, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. O-1213-24 dated November 15, 2012, by Jane Hudson, Principal Planner
2. Ordinance No. O-1213-24
3. Location map
4. Staff Report dated December 13, 2012, recommending approval
5. Site plan
6. Location map of Franklin Community
7. Pertinent excerpts from Planning Commission minutes of December 13, 2012

and the question being upon the Introduction and adoption of Ordinance No. O-1213-24 upon First Reading by title, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Ordinance No. O-1213-24 was Introduced, read, and adopted upon First Reading by title.

* * * * *

Item 9, being:

CONSIDERATION OF ORDINANCE NO. O-1213-28 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 8-503 OF THE CODE OF THE CITY OF NORMAN CONTINGENT ON VOTER APPROVAL OF ORDINANCE NO. O-1213-29 TO INCREASE THE EXCISE TAX UPON THE GROSS PROCEEDS OR GROSS RECEIPTS DERIVED FROM RENTS RECEIVED FROM OCCUPANCY OF HOTEL ROOMS; PROVIDING FOR AN EFFECTIVE DATE FOR SAID INCREASE SUBJECT TO VOTER APPROVAL; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Councilmember Kovach moved that Ordinance No. O-1213-28 be Introduced and adopted upon First Reading by title, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. O-1213-28 dated January 2, 2013, by Kathryn Walker, Assistant City Attorney
2. Ordinance No. O-1213-28
3. Special Election Proclamation and Notice of Election

and the question being upon the Introduction and adoption of Ordinance No. O-1213-28 upon First Reading by title, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Ordinance No. O-1213-28 was Introduced, read, and adopted upon First Reading by title.

* * * * *

Item 10, being:

CONSIDERATION OF ORDINANCE NO. O-1213-29 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN SAID CITY OF NORMAN, STATE OF OKLAHOMA, (THE CITY), ON THE SECOND DAY OF APRIL, 2013, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED, QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF APPROVING OR REJECTING ORDINANCE NO. O-1213-28, WHICH ORDINANCE AMENDS SECTION 8-503 OF CHAPTER 8 OF THE CODE OF THE CITY OF NORMAN BY INCREASING THE EXCISE TAX UPON THE GROSS PROCEEDS OR GROSS RECEIPTS DERIVED FROM RENTS RECEIVED FROM OCCUPANCY OF HOTEL ROOMS BY ONE PERCENT (1%) TO A TOTAL OF FIVE PERCENT (5%); PROVIDING AN EFFECTIVE DATE FOR SAID INCREASE SUBJECT TO VOTER APPROVAL; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Councilmember Kovach moved that Ordinance No. O-1213-29 be Introduced and adopted upon First Reading by title, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. O-1213-29 dated January 2, 2013, by Kathryn Walker, Assistant City Attorney
2. Ordinance No. O-1213-29
3. Special Election Proclamation and Notice of Election

and the question being upon the Introduction and adoption of Ordinance No. O-1213-29 upon First Reading by title, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Ordinance No. O-1213-29 was Introduced, read, and adopted upon First Reading by title.

* * * * *

Item 11, being:

CONSIDERATION OF THE MAYOR'S APPOINTMENTS AS FOLLOWS:

CITIZENS (WASTEWATER) OVERSIGHT COMMITTEE
TERM: 01-08-13 TO 11-27-14: DUANE WINEGARDNER, 326 SEQUOYAH TRAIL

PUBLIC ARTS BOARD
TERM 01-08-13 TO 10-23-15: CAROL DILLINGHAM, 1711 SOUTH PICKARD AVENUE

Councilmember Kovach moved that the appointments be confirmed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. AP-1213-20 dated December 18, 2012, by Brenda Hall, City Clerk

and the question being upon confirming the appointments, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and the appointments were confirmed.

* * * * *

Item 12, being:

SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF NOVEMBER, 2012, AND DIRECTING THE FILING THEREOF.

Councilmember Kovach moved that receipt of the reports be acknowledged, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. RPT-1213-24 dated December 17, 2012, by Carol Coles, Administrative Assistant
2. Monthly Departmental Reports for the month of November, 2012

and the question being upon acknowledging receipt of the reports, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and receipt of the reports was acknowledged.

* * * * *

Item 13, being:

SUBMISSION OF THE 2012 ANNUAL REPORT FROM THE BOARD OF PARKS COMMISSIONERS.

Councilmember Kovach moved that receipt of the report be acknowledged, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. RPT-1213-30 dated December 20, 2012, by Jud Foster, Director of Parks and Recreation
2. Norman Board of Parks Commissioners 2012 Annual Report

and the question being upon acknowledging receipt of the report, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and receipt of the report was acknowledged.

* * * * *

Item 14, being:

CONSIDERATION OF A FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT FOR HEARTLAND CHURCH ADDITION, A PLANNED UNIT DEVELOPMENT, AND ACCEPTANCE OF THE PUBLIC DEDICATIONS CONTAINED THEREIN. (GENERALLY LOCATED ON THE SOUTH SIDE OF TECUMSEH ROAD ONE-HALF MILE WEST OF PORTER AVENUE)

Councilmember Kovach moved that the final site development plan and final plat for Heartland Church Addition, a Planned Unit Development, the public dedications contained within the plat be accepted; the Mayor be authorized to sign the final plat and subdivision and maintenance bonds subject to the City Development Committee's acceptance of all required public improvements; and the filing of the final site development plan and final plat be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. FP-1213-18 dated October 10, 2012, by Ken Danner, Subdivision Manager
2. Location map
3. Final plat
4. Staff Report dated November 8, 2012, recommending approval
5. Final site development plan
6. Revised preliminary plat
7. Pertinent excerpts from Planning Commission minutes of November 8, 2012

and the question being upon approving the final site development plan and final plat for Heartland Church Addition, a Planned Unit Development, and upon the subsequent acceptance, authorization, and directive, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and the final site development plan and final plat for Heartland Church Addition, a Planned Unit Development, approved; the public dedications contained within the plat were accepted, the Mayor was authorized to sign the final plat and subdivision and maintenance bonds subject to the City Development Committee's acceptance of all required public improvements, and the filing of the final site development plan and final plat was directed.

* * * * *

Item 15, being:

CONSIDERATION OF THE ACCEPTANCE OF A DONATION IN THE AMOUNT OF $500 FROM H. JOHN AND EVELYN F. SMITH TO BE USED AT THE NORMAN ANIMAL WELFARE CENTER.

Councilmember Kovach moved that a donation in the amount of $500 from H. John and Evelyn F. Smith be used at the Norman Animal Welfare Center be accepted and Animal Control Liability (010-0000-227.24-31) be increased by $500, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. GID-1213-104 dated December 18, 2012, by John Bowman, Animal Welfare Supervisor
2. Letter dated December 14, 2012, from H. John and Evelyn Smith to Norman Animal Welfare
3. Receipt No. R12-000748 dated December 14, 2012, in the amount of $500 received from John Smith

Participants in discussion
1. Mr. Keith Humphrey, Police Chief
2. Mr. Jeff Bryant, City Attorney

and the question being upon accepting a donation in the amount of $500 from H. John and Evelyn F. Smith be used at the Norman Animal Welfare Center and upon the subsequent increase, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and a donation in the amount of $500 from H. John and Evelyn F. Smith be used at the Norman Animal Welfare Center accepted; and Animal Control Liability (010-0000-227.24-31) was increased by $500.

* * * * *

Item 16, being:

CONSIDERATION OF THE ACCEPTANCE OF ADDITIONAL GRANT FUNDING IN THE AMOUNT OF $3,631.92 FROM THE OFFICE OF HOMELAND SECURITY FROM A GRANT APPROVED BY CITY COUNCIL ON JUNE 12, 2012, TO BE USED BY THE OFFICE OF EMERGENCY MANAGEMENT FOR PORTABLE RADIOS, ADDITIONAL SAFETY EQUIPMENT, AND PROMOTIONAL EQUIPMENT FOR CITIZENS CORPS PROGRAM VOLUNTEERS AND THE COMMUNITY.

Councilmember Kovach moved that additional grant funding in the amount of $3,631.92 from the Office of Homeland Security from a grant approved by City Council on June 12, 2012, to be used by the Office of Emergency Management for portable radios, additional safety equipment, and promotional equipment for Citizens Corps Program volunteers and the community be accepted, $3,631.92 be appropriated from the Special Grant Fund Balance (022-0000-253.20-00) designating $1,014.24 to Radio/Communication Equipment/Portable Radios (022-9508-422.54-04) and $2,617.68 to Other Supplies/Materials Miscellaneous (022-9508-422.31-99), and upon reimbursement, $3,631.92 be deposited to Other Revenue/Emergency Management Grant (022-0000-331.13-60), which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. GID-1213-102 dated December 21, 2012, by James Fullingim, Fire Chief
2. Revised Sub-Grantee Award No. 148.010 dated September 5, 2012, in the amount of $26,354.24 from the Oklahoma Office of Homeland Security to Steve Lewis, City Manager
3. Revised Sub-Grantee Award No. 148.010 dated December 18, 2012, in the amount of $28,981.92 from the Oklahoma Office of Homeland Security to Steve Lewis, City Manager

Item 16, continued:

and the question being upon accepting additional grant funding in the amount of $3,631.92 from the Office of Homeland Security from a grant approved by City Council on June 12, 2012, to be used by the Office of Emergency Management for portable radios, additional safety equipment, and promotional equipment for Citizens Corps Program volunteers and the community and upon the subsequent appropriation and deposit, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and additional grant funding in the amount of $3,631.92 from the Office of Homeland Security from a grant approved by City Council on June 12, 2012, to be used by the Office of Emergency Management for portable radios, additional safety equipment, and promotional equipment for Citizens Corps Program volunteers and the community accepted; $3,631.92 was appropriated from the Special Grant Fund Balance (022-0000-253.20-00) designating $1,014.24 to Radio/Communication Equipment/Portable Radios (022-9508-422.54-04) and $2,617.68 to Other Supplies/Materials Miscellaneous (022-9508-422.31-99), and upon reimbursement, $3,631.92 will be deposited to Other Revenue/Emergency Management Grant 9022-0000-331.13-60).

* * * * *

Item 17, being:

LIMITED LICENSE NO. LL-1213-6: TO PLACE FOUR (4) GROUND BANNERS IN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM THE FIREHOUSE ART CENTER FOR THE 2013 CHOCOLATE FESTIVAL TO BE HELD FEBRUARY 2, 2013.

Councilmember Kovach moved that Limited License No. LL-1213-6 to place four (4) ground banners within the public rights-of-way pursuant to a request from the Firehouse Art Center for the 2013 Chocolate Festival and the issuance thereof be authorized, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. LL-1213-6 dated December 19, 2012, by Wayne Stenis, Planner II
2. Application for Limited License for four banners dated December 13, 2012, from the Firehouse Art Center
3. Limited License No. LL-1213-6

and the question being upon approving Limited License No. LL-1213-6 to place four (4) ground banners within the public rights-of-way pursuant to a request from the Firehouse Art Center for the 2013 Chocolate Festival and upon the subsequent authorization, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Limited License No. LL-1213-6 to place four (4) ground banners within the public rights-of-way pursuant to a request from the Firehouse Art Center for the 2013 Chocolate Festival approved; and the issuance thereof was authorized.

* * * * *

Item 18, being:

AMENDMENT NO. TWO TO CONTRACT NO. K-0910-56: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND GARVER, L.L.C., INCREASING THE CONTRACT AMOUNT BY $15,500 TO PROVIDE ADDITIONAL DESIGN SERVICES FOR THE MAIN STREET BRIDGE PROJECT OVER BROOKHAVEN CREEK.

Councilmember Kovach moved that Amendment No. Two to Contract No. K-0910-56 with Garver. L.L.C., increasing the contract amount by $15,500 be approved and the execution thereof be authorized, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. K-0910-56, Amendment No. Two, dated December 18, 2012, by John Clink, Capital Projects Engineer
2. Amendment No. Two to Contract No. K-0910-56 with Attachment A, Scope of Services; Attachment B, Schedule; and Attachment C, Compensation
3. Contract No. K-0910-56 with Attachment A, Scope of Services; Attachment B, Schedule; Attachment C, Compensation; and Attachment D, Owner's Responsibilities
4. Amendment No. One to Contract No. K-0910-56 with Attachment A, Scope of Services; Attachment B, Schedule; and Attachment C, Compensation
5. Location map
6. Purchase Requisition No. 0000211533 dated December 31, 2012, in the amount of $15,500 to Garver, L.L.C.

and the question being upon approving Amendment No. Two to Contract No. K-0910-56 with Garver, L.L.C., increasing the contract amount by $15,500 and upon the subsequent authorization, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Amendment No. Two to Contract No. K-0910-56 with Garver, L.L.C., increasing the contract amount by $15,500 approved; and the execution thereof was authorized.

* * * * *

Item 19, being:

AMENDMENT NO. ONE TO CONTRACT NO. K-1011-57: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ARCHITECTS IN PARTNERSHIP INCREASING THE CONTRACT AMOUNT BY $30,000 TO PROVIDE ADDITIONAL ARCHITECTURAL SERVICES FOR THE PREPARATION OF PLANS AND SPECIFICATIONS FOR THE RENOVATION OF THE JOE A. SMALLEY ARMY RESERVE CENTER AND BUDGET APPROPRIATION.

Councilmember Griffith moved that Amendment No. One to Contract No. K-1011-57 with Architects in Partnership increasing the contract amount by $30,000 be approved, the execution thereof be authorized, and $30,000 be appropriated from the Capital Fund Balance (050-0000-253.20-00) to Project EF1001, Smalley Center Renovation, Design (050-9540-419.62-01), which motion was duly seconded by Councilmember Gallagher;

Items submitted for the record

1. Text File No. K-1011-57, Amendment No. One, dated November 15, 2012, by Linda Price, Revitalization Manager
2. Amendment No. One to Contract No. K-1011-57
3. Additional Service Items for Norman Fire/Police Investigation Facility
4. Contract No. K-1011-57
5. Purchase Requisition No. 0000211588 dated January 2, 2013, in the amount of $30,000 to Architects in Partnership, PC

Item 19, continued:

Participants in discussion
1. Mr. Keith Humphrey, Police Chief
2. Ms. Linda Price, Revitalization Manager
3. Ms. Jeanette Coker, 620 East Main Street, made comments
4. Mr. Jim Stanley, 3922 PineTree Circle, proponent
5. Ms. Jayne Crumpley, 423 Elm Avenue, proponent

and the question being upon approving Amendment No. One to Contract No. K-1011-57 with Architects in Partnership increasing the contract amount by $30,000 and upon the subsequent authorization and appropriation, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Amendment No. One to Contract No. K-1011-57 with Architects in Partnership increasing the contract amount by $30,000 approved; the execution thereof was authorized and $30,000 was appropriated from the Capital Fund Balance (050-0000-253.20-00) to Project EF1001, Smalley Center Renovation, Design (050-9540-419.62-01).

* * * * *

Item 20, being:

CONTRACT NO. K-1213-134: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND HDR ENGINEERING, INC., IN THE AMOUNT OF $249,935 TO PROVIDE ENGINEERING SERVICES FOR PREPARATION OF AN ENGINEERING REPORT FOR A NORTHSIDE WATER RECLAMATION FACILITY.

Acting as the Norman Utilities Authority, Trustee Kovach moved that Contract No. K-1213-134 with HDR Engineering, Inc., in the amount of $249,935 be approved; and the execution thereof be authorized, which motion was duly seconded by Trustee Spaulding;

Items submitted for the record
1. Text File No. K-1213-134 dated December 27, 2012, by Mark Daniels, Utilities Engineer
2. Ranking tabulation
3. Request for Proposal No. RFP-1213-12
4. Proposal for North Water Reclamation Facility Engineering Report submitted by HDR Engineering, Inc.
5. Contract No. K-1213-134 with Exhibit A, Engineer's Services; Exhibit B, Owner's Responsibilities; Exhibit C, Payments to Engineer for Services and Reimbursable Expenses; Exhibit C-1, Basis of Compensation; Exhibit G, Insurance; Exhibit H, Dispute Resolution; Exhibit I, Limitations on Liability; and Exhibit K, Amendment to Owner-Engineer Agreement
6. Purchase Requisition No. 0000211453 dated December 27, 2012, in the amount of $249,935 to HDR Engineering, Inc.

Thereupon Trustee Gallagher moved that Contract No. K-1213-134 with HDR Engineering, Inc., in the amount of $249,935 be postponed for two years, which motion as duly seconded by Trustee Jungman;

Thereupon Trustee Gallagher changed the date of postponement from two years to April 23, 2013, with concurrence of the second.

Participants in discussion
1. Mr. Ken Komiske, Director of Utilities
2. Mr. Jeff Bryant, City Attorney
3. Mr. Harold Heiple, 218 East Eufaula Street, attorney representing the Developer's Council, protestant
4. Mr. Evan Dunn, 1014 Missouri Street, proponent
5. Mr. Stephen Tyler Holman, 1020 South College Avenue, proponent
6. Mr. Sean Rieger, 136 Thompson Drive, attorney representing Builders of South Central Oklahoma, protestant
7. Ms. Joy Hampton, The Norman Transcript, 215 East Comanche Street, asked questions
8. Mr. Stephen Ellis, 633 Reed Avenue, proponent

Item 20, continued:

Participants in discussion, continued

9. Ms. Cindy Rogers, 633 Reed Avenue, proponent
10. Mr. Trey Bates, 3720 Timberidge Drive, protestant
11. Mr. Tom Sherman, 2811 Majesty Court, protestant
12. Ms. Jeanette Coker, 620 East Main Street, made comments

and the question being upon postponing Contract No. K-1213-134 with HDR Engineering, Inc., in the amount of $249,935 until April 23, 2013, a vote was taken with the following result:

YEAS:	Trustees Gallagher, Jungman, Chairman Rosenthal
NAYES:	Trustees Castleberry, Griffith, Kovach, Lockett, Spaulding, and Williams

The Chairman declared the motion failed and Contract No. K-1213-134 with HDR Engineering, Inc., in the amount of $249,935 was not postponed until April 23, 2013.

Thereupon, Trustee Castleberry moved that the contract be approved as is to be effective in 45 days (February 22, 2013) and that an amendment to the contract be presented to Council to include information from the Strategic Water Supply Plan and reuse options from Moore and the South Wastewater Treatment Plant subject to the sustainable return on investment, which motion was duly seconded by Trustee Spaulding;

Participants in discussion

1. Mr. Harold Heiple, 218 East Eufaula Avenue, 218 East Eufaula Street, attorney representing the Developer's Council, made comments
2. Mr. Jeff Bryant, City Attorney
3. Ms. Cindy Rogers, 633 Reed Avenue, made comments
4. Mr. Chris Applegate, 728 Hummingfish Drive, made comments
5. Mr. Stephen Ellis, 633 Reed Avenue, made comments

and the question being upon approving the contract as is to be effective in 45 days (February 22, 2013) and that an amendment to the contract be presented to Council to include information from the Strategic Water Supply Plan and reuse options from Moore and the South Wastewater Treatment Plant to be subject to the sustainable return on investment, a vote was taken with the following result:

YEAS:	Trustees Castleberry, Griffith, Kovach, Lockett, Spaulding, Williams, Chairman Rosenthal
NAYES:	Trustees Gallagher and Jungman

The Chairman declared the motion carried approving the contract as is to be effective in 45 days (February 22, 2013) and that an amendment to the contract be presented to Council to include information from the Strategic Water Supply Plan and reuse options from Moore and the South Wastewater Treatment Plant to be subject to the sustainable return on investment.

and the question being upon approving Contract No. K-1213-134, as amended, with HDR Engineering, Inc., in the amount of $249,935 upon the subsequent authorization, a vote was taken with the following result:

YEAS:	Trustees Castleberry, Griffith, Kovach, Lockett, Quinn, Spaulding, Chairman Rosenthal
NAYES:	Trustees Gallagher and Jungman

The Chairman declared the motion carried and Contract No. K-1213-134, as amended, with HDR Engineering, Inc., in the amount of $249,935 approved; and the execution thereof was authorized.

* * * * *

Item 21, being:

CONTRACT NO. K-1213-135: A MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR FEDERAL-AID PROJECT NO. STPG-214F(015)AG, JOB NO. 29290(04) FOR THE CITYWIDE SCHOOL BEACON AND FLASHER UPGRADE PROJECT AND ADOPTION OF RESOLUTION NO. R-1213-85.

Councilmember Kovach moved that Contract No. K-1213-135 with ODOT be approved, Resolution No. R-1213-85 be adopted, and the execution of the contract and resolution be authorized, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1213-135 dated December 21, 2012, by Angelo Lombardo, Traffic Engineer
2. Contract No. K-1213-135
3. Resolution No. R-1213-85
4. Location map

and the question being upon approving Contract No. K-1213-135 with ODOT and upon the subsequent adoption and authorization, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Contract No. K-1213-135 with ODOT approved; Resolution No. R-1213-85 was adopted and the execution of the contract and resolution was authorized.

* * * * *

Item 22, being:

CONTRACT NO. K-1213-136: A MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR FEDERAL-AID PROJECT NO. STPG-214C(010)AG, JOB NO. 28762(04) FOR THE INSTALLATION OF A NEW TRAFFIC SIGNAL AT THE INTERSECTION OF TECUMSEH ROAD AND 48TH AVENUE N.W. AND ADOPTION OF RESOLUTION NO. R-1213-86.

Councilmember Kovach moved that Contract No. K-1213-136 with ODOT be approved, Resolution No. R-1213-86 be adopted, and the execution of the contract and resolution be authorized, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1213-136 dated December 21, 2012, by Angelo Lombardo, Traffic Engineer
2. Contract No. K-1213-136
3. Resolution No. R-1213-86
4. Location map

Participants in discussion
1. Mr. Shawn O'Leary, Director of Public Works
2. Mr. Bobby Stevens, Post Office Box 6226, asked questions

and the question being upon approving Contract No. K-1213-136 with ODOT and upon the subsequent adoption and authorization, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Contract No. K-1213-136 with ODOT approved; Resolution No. R-1213-86 was adopted and the execution of the contract and resolution was authorized.

* * * * *

Item 23, being:

CONTRACT NO. K-1213-137: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND FIRST MORTGAGE COMPANY TO SUBORDINATE A LIEN REGARDING FUNDS FROM THE HOME PARTNERSHIP PROGRAM FOR PROPERTY LOCATED AT 805 IOWA STREET.

Councilmember Kovach moved that Contract No. K-1213-137 with First Mortgage Company be approved and the execution thereof be authorized, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1213-137 dated December 18, 2012, by Linda Price, Revitalization Manager
2. Contract No. K-1213-137

and the question being upon approving Contract No. K-1213-137 with First Mortgage Company and upon the subsequent authorization, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Contract No. K-1213-137 with First Mortgage Company approved; and the execution thereof was authorized.

* * * * *

Item 24, being:

RESOLUTION NO. R-1213-82: A RESOLUTION OF THE NORMAN MUNICIPAL AUTHORITY APPROPRIATING $330,000 FROM THE SANITATION FUND BALANCE TO BE USED TO REPLACE UNIT NO. 229 AND MAKE REPAIRS TO UNIT NO. 230, BOTH COMMERCIAL REFUSE TRUCKS DAMAGED IN AN ELECTRICAL FIRE.

Acting as the Norman Municipal Authority, Trustee Kovach moved that Resolution No. R-1213-82 be adopted, which motion was duly seconded by Trustee Griffith;

Items submitted for the record
1. Text File No. R-1213-82 dated November 29, 2012, by Scottie Williams, Sanitation Superintendent
2. Resolution No. R-1213-82

Participants in discussion
1. Mr. Ken Komiske, Director of Utilities

and the question being upon adopting Resolution No. R-1213-82, a vote was taken with the following result:

YEAS:	Trustees Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Chairman Rosenthal
NAYES:	None

The Chairman declared the motion carried and Resolution No. R-1213-82 was adopted.

* * * * *

Item 25, being:

RESOLUTION NO. R-1112-129: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN, **LAND USE PLAN AMENDMENT NO. LUP-1112-6**, SO AS TO PLACE PART OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE COMMERCIAL DESIGNATION AND REMOVE THE SAME FROM THE HIGH DENSITY RESIDENTIAL DESIGNATION AND OFFICE DESIGNATION. (LOCATED AT 612 ASP AVENUE, 421-427 BUCHANAN AVENUE, 710 ASP AVENUE, AND THE ADJACENT LOT TO THE SOUTH)

Councilmember Kovach having moved in City Council's meeting of November 13, 2012, that Resolution No. R-1112-129 be postponed until January 8, 2013, which motion having been duly seconded by Councilmember Griffith, Councilmember Jungman moved that Resolution No. R-1112-129 be postponed until May 28, 2013, which motion was duly seconded by Councilmember Gallagher;

Items submitted for the record

1. Text File No. R-1112-129 dated April 17, 2012, by Jane Hudson, Principal Planner
2. Letter requesting postponement dated December 19, 2012 from Sean Paul Rieger, Attorney at Law, Architect, Broker, to City of Norman City Council
3. Letter requesting postponement dated November 7, 2012 from Sean Paul Rieger, Attorney at Law, Architect, Broker, to City of Norman City Council
4. Location map
5. Staff Report dated September 13, 2012, recommending approval
6. Predevelopment Summary Case No. PD-12-27 dated July 26, 2012, for Mark Risser/B-3 Development Group located at 612 and 710 Asp and 421-427 Buchanan Avenue
7. Predevelopment Summary Case No. PD-12-17 dated April 26, 2012, for B-3 Development Group located on the west side of Asp Avenue just south of the Duffy Street and Asp Avenue intersection
8. Predevelopment Summary Case No. PD-12-09 dated March 22, 2012, for Mark Risser located at 710 Asp Avenue
9. Pertinent excerpts from Planning Commission minutes of July 12, August 9, and September 13, 2012

Participants in discussion

1. Mr. Sean Rieger, 136 Thompson Drive, attorney representing the applicant

Councilmember Jungman withdrew his motion to postpone Resolution No. R-1112-129 until May 28, 2013, with concurrence of the second.

Thereupon, Councilmember Kovach moved that Resolution No. R-1112-129 be postponed until February 12, 2013, which motion was duly seconded by Councilmember Griffith; and the question being upon postponing Resolution No. R-1112-129 until February 12, 2013, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	Councilmember Jungman

The Mayor declared the motion carried and Resolution No. R-1112-129 was postponed until February 12, 2013.

* * * * *

Item 26, being:

ORDINANCE NO. O-1112-38 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO PLACE PART OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE C-3, INTENSIVE COMMERCIAL DISTRICT WITH SPECIAL USE FOR A MIXED BUILDING, AND REMOVE THE SAME FROM THE C-1, LOCAL COMMERCIAL DISTRICT, CO, SUBURBAN OFFICE COMMERCIAL DISTRICT, AND R-3, MULTI-FAMILY DWELLING DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (LOCATED AT 612 ASP AVENUE, 421-427 BUCHANAN AVENUE, 710 ASP AVENUE, AND THE ADJACENT LOT TO THE SOUTH)

Ordinance No. O-1112-38 having been Introduced and adopted upon First Reading by title in City Council's meeting of October 23, 2012, and Councilmember Kovach having moved in the City Council meeting of November 13, 2012, that Ordinance No. O-1112-38 be postponed until January 8, 2013, which motion having been duly seconded by Councilmember Griffith, Councilmember Kovach moved that Ordinance No. O-1112-38 be postponed until February 12, 2013, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. O-1112-38 dated April 17, 2012, by Jane Hudson, Principal Planner
2. Letter requesting postponement dated December 19, 2012 from Sean Paul Rieger, Attorney at Law, Architect, Broker, to City of Norman City Council
3. Letter requesting postponement dated November 7, 2012 from Sean Paul Rieger, Attorney at Law, Architect, Broker, to City of Norman City Council
4. Ordinance No. O-1112-38
5. Location map
6. Staff Report dated September 13, 2012, with no recommendation
7. Project Written Description dated July 9, 2012,
8. Schematic elevation
9. Second floor plan
10. Site plan
11. Sidewalk plan
12. Renderings of similar project
13. Letter dated September 19, 2012, from B.J. Hawkins, P.E., PTOE, Traffic Engineering Consultants, Inc. to Tom L. McCaleb, P.E., SMC Consulting Engineers, P.C.,
14. Pertinent excerpts from Planning Commission minutes of August 9 and July 12, 2012
15. Memorandum dated August 9, 2012, from Susan Connors, Director of Planning and Community Development, to Norman Planning Commission
16. Pertinent excerpts from Planning Commission minutes of September 13, 2012

and the question being upon postponing Ordinance No. O-1112-38 until February 12, 2013, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	Councilmember Jungman

The Mayor declared the motion carried and Ordinance No. O-1112-38 was postponed until February 12, 2013.

* * * * *

Item 27, being:

CONSIDERATION OF A PRELIMINARY PLAT FOR TRAILWOODS ADDITION, A PLANNED UNIT DEVELOPMENT. (GENERALLY LOCATED NORTH OF ROCK CREEK ROAD APPROXIMATELY ONE-FOURTH MILE EAST OF 12TH AVENUE N.W.)

Councilmember Kovach moved that the preliminary plat for Trailwoods Addition, a Planned Unit Development, be approved, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. PP-1213-7 dated October 10, 2012, by Ken Danner, Subdivision Manager, with Attachment A, Traffic Table
2. Location map
3. Preliminary plat
4. Staff Report dated November 8, 2012, recommending approval
5. Greenbelt Commission Comments
6. Norman Greenbelt Enhancement Statement dated October 8, 2012, for Terra Verde Development, L.L.C.
7. Pertinent excerpts from Planning Commission minutes of November 8, 2012

Participants in discussion
1. Mr. Luke Marcussen, SMC Consulting Engineers, 815 West Main Street, Oklahoma City, engineer representing the applicant

and the question being upon approving the preliminary plat for Trailwoods Addition, a Planned Unit Development, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and the preliminary plat for for Trailwoods Addition, a Planned Unit Development, was approved.

* * * * *

Item 28, being:

ORDINANCE NO. O-1213-25 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 429.1 (FLOOD HAZARD DISTRICT) OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN ADOPTING THE FLOOD INSURANCE STUDY AND DIGITAL FLOOD INSURANCE RATE MAPS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Ordinance No. O-1213-25 having been Introduced and adopted upon First Reading by title in City Council's meeting of December 18, 2012, Councilmember Kovach moved that Ordinance No. O-1213-25 be adopted upon Second Reading section by section, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. O-1213-25 dated November 15, 2012, by Scott Sturtz, City Engineer, with Attachment A, Norman Revised Ordinance Schedule
2. Ordinance No. O-1213-25
3. Legislatively notated copy of Ordinance No. O-1213-25
4. Location maps
5. Pertinent excerpts from Planning Commission minutes of December 13, 2012

Participants in discussion
1. Mr. Scott Sturtz, City Engineer

and the question being upon adopting Ordinance No. O-1213-25 upon Second Reading section by section, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Ordinance No. O-1213-25 was adopted upon Second Reading section by section.

Item 28, continued:

Thereupon, Councilmember Kovach moved that Ordinance No. O-1213-25 be adopted upon Final Reading as a whole, which motion was duly seconded by Councilmember Griffith; and the question being upon adopting Ordinance No. O-1213-25 upon Final Reading as a whole, the roll was called with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Ordinance No. O-1213-25 was adopted upon Final Reading as a whole.

* * * * *

Item 29, being:

DISCUSSION REGARDING DEVELOPMENT OF A REQUEST FOR PROPOSAL FOR AN EAST SIDE LIBRARY BRANCH.

Councilmember Kovach moved that the development of a request for proposal for an East Side Library Branch be approved, which motion was duly seconded by Councilmember Spaulding;

Items submitted for the record
1. Text File No. GID-1213-62 dated January 3, 2013
2. Resolution to Publicize an RFP for an East Branch Library

Participants in discussion
1. Mr. Steve Lewis, City Manager

Thereupon, Councilmember Kovach withdrew his motion with concurrence of the second.

The City Manager will prepare a report to be submitted to the Finance Committee with updated estimates of cost of branch libraries after consultation with Mr. Jeff Scherer, Meyer, Scherer, and Rockcastle, and Kaighn and Associates.

* * * * *

MISCELLANEOUS DISCUSSION

Highway 9. Mr. Evan Dunn, 1014 Missouri Street, said the speed limit signs on East Highway 9 change at each mile intersection which can be confusing to drivers and suggested that the language be changed to make this more easily understood.

Mr. Bobby Stevens, Post Office Box 6226, thanked Councilmember Kovach for requesting increased police patrol on Highway 9 on the east side. He said he had also seen more Cleveland County and Lake Patrol vehicles and their presence is appreciated. He said this two-lane road handles quite a bit of high volume traffic traveling at 60-65 miles per hour and having no right turn lane increases the danger. He thanked Mr. Shawn O'Leary, Director of Public Works, for providing information about the meeting held in 1999 at CrossPointe Church about the dangers of Highway 9. He suggested using some of the State funding for the improvements between 36th Avenue and N.E. and 72nd Avenue N.E. for additional stoplights at some of the intersections along Highway 9.

Councilmember Kovach said Council had been provided an update by Mr. O'Leary about the Highway 9 Project and what new areas are actually being funded and he hoped this would be shared with the public soon. He said Council had a very productive meeting with Norman's Legislative Delegation about some of the Highway 9 issues and he appreciated all Councilmembers who had attended.

*

Water Issues. Ms. Jayne Crumpley, 423 Elm Avenue, expressed concerns about current water resources with respect to approval of plats containing multi-housing structures. She said Councilmember Jungman had suggested all new plats coming forward should also include a water use plan. She knew this would probably increase the costs for developers but it was something worth looking at.

Miscellaneous Discussion, continued:

Water Issues, continued.
Ms. Cindy Rogers, 633 Reed Avenue, said running out of water was actually a policy discussion for the Land Use Plan. She said if the City builds selectively, then the water will not run out as quickly. She suggested educating the public about rain barrels and conservation and raising water fees.

Mr. Chris Applegate, 622 North Jones Street, Apartment 2, said the City of Norman could revisit their water conservation plans and the stages. He said last year had been the hottest year on record for the United States.

Councilmember Lockett said the limited amount of water that the City gets in the future had been discussed quite a bit this evening. She said the City will be putting out information about how individuals can conserve water and there are also a number of publications on how to do this. She said it is important for each of us to know when to turn off the water and urged citizens to conserve water for the future.

Councilmember Kovach said the Oversight Committee will be meeting Wednesday, January 9, 2013, at 5:30 p.m. in the City Hall conference room to discuss water conservation.

*

New Lighting on Main Street. Mr. Stephen Tyler Holman, 1030 South College Avenue, said the new lighting on Main Street was very nice but he noticed that the light poles are placed in the middle of the sidewalk in many areas. He expressed concerns about accessibility issues.

Mr. Chris Applegate, 622 North Jones Street, Apartment 2, said he had notified Mr. Shawn O'Leary, Director of Public Works, to address this issue to make sure the sidewalks were Americans with Disabilities Act (ADA) compliant and there were a few light poles that were not, but the problem is being addressed.

Mr. Steve Lewis, City Manager, said there have been some questions about when the new lighting on Main Street will be completed. He said the work is substantially complete and OG&E is in the process of activating the system.

*

Strategic Water Supply Plan Meeting. Mr. Stephen Tyler Holman, 1030 South College Avenue, announced that the Strategic Water Supply Plan Committee would be meeting Thursday, January 10th at 12:00 p.m. at City Hall. He said it is a public meeting and encouraged citizens to attend.

*

City Council Meeting Decorum. Mr. Stephen Ellis, 633 Reed Avenue, said some of the discussion from the audience was bordering on violating the decorum rules. He requested Council hold people to a certain standard about what sorts of arguments should be heard. He said comments should be limited to public policy.

Councilmember Williams said he likes public debates and enjoyed spending time at the City Council meetings. He thanked everyone for coming to the meeting because it had been a productive meeting. He enjoyed agreeing to disagree with people and said that is all part of working together. He said he felt the need to stand up for a few people in his ward who are builders and developers because those men care about the welfare of this City and the community and donate quite a bit to non-profits and homeless shelters every year.

Councilmember Spaulding said he also enjoys being on Council. He said although he speaks up when Councilmember Jungman says something he does not agree with, it is important to note that he agrees with many things that Councilmember Jungman says. He said he also appreciates all his colleagues because he knows everyone puts in a lot of work and effort. He knows it seems like organized chaos but things really do get accomplished. He assured citizens that Council is dong the best they can for the City. He said he appreciated citizens' support and God Bless Norman.

Councilmember Jungman echoed the comments of Councilmember Williams and Spaulding. He thanked citizens for being there because it would not be the same without their attendance.

Councilmember Castleberry said sometimes it looks like Councilmembers do not get along but he really enjoys the banter. He said he enjoys the mutual respect they have for each other.

Miscellaneous Discussion, continued:

City Council Meeting Decorum, continued.
Councilmember Kovach said there may have been a big disagreement but they all learned from one another. He said the compromise decided on was a much better product.

*

Item 20, Contract with HDR Engineering. Ms Ann Gallagher, 1522 East Boyd Street, said she was glad Item 20 was taken off of the consent docket.

Mr. Chris Applegate, 622 North Jones Street, Apartment 2, asked if Council will have to vote again on a revised contract.

Mr. Jeff Bryant, City Attorney, said Staff will negotiate with the contractor for an amendment which will come back to Council.

*

Lighting Ordinance. Mr. Chris Applegate, 622 North Jones Street, Apartment 2, said because the lighting ordinance had been implemented, the new convenience stores had lighting that had resulted in no glare which helped drivers see better at night. He said the lighting ordinance should be expanded to the residential sections of town.

*

High Density Process. Councilmember Jungman said it may seem to some that the high-density process is going slowly but it is important to be clear on what has been accomplished. He said there was no policy to begin with in April, 2012 and the process began in response to several development proposals. He said throughout the summer five dialogues with the community were completed with a report prepared that outlined the results. He said three drafts of the ordinance have been reviewed and revised. He said there has been much progress considering all of this was done in 60-minute meetings. He commended Ms. Susan Connors, Director of Planning and Community Development, and her staff. He said he looked forward to the next discussion at the January 28th Community Planning and Transportation meeting.

*

Curbside Recycling. Mr. Steve Lewis, City Manager, said proposals for curbside recycling will be received on Thursday, January 10th and he will provide the information to Council as soon as possible.

*

Downtown Parking Lot. Mr. Steve Lewis, City Manager, said there have been shipping and delivery problems on the equipment creating some delay on the Downtown Parking System to be installed in the parking lot. He said it is hoped that the parking lot will be operational by January 21st.

*

Expansion of the Dog Park. Mr. Steve Lewis, City Manager, thanked the Parks and Recreation Department for taking on a new project in terms of the expansion of the dog park at Griffin Park that contains approximately 3/4 acres. He said City crews are installing fence to expand the size of the park and this project should be completed soon.

*

Martin Luther King Day. Mayor Rosenthal said Monday, January 21st, is Martin Luther King Day and we will be celebrating our fifth annual Mayor's Interfaith Breakfast hosted with the Human Rights Commission which honors the life and work of Dr. Martin Luther King. She said this event has grown over the years and this year it will be held at McFarlin Methodist Church with the doors opening at 7:30 a.m. and the program beginning at 8:00 a.m. She said this is an opportunity for different faith traditions to come together to share values shared by the community. She said this year's speaker will be from Progressive Independence and she acknowledged that Councilmember Williams is one of the ministers offering a prayer during the event. She said it is open to the public and asked those wish to attend to call City Hall and RSVP to allow for a head count.

* * * * *

ADJOURNMENT

There being no further business, Councilmember Kovach moved that the meeting be adjourned, which motion was duly seconded by Councilmember Griffith; and the question being upon adjournment of the meeting, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and the meeting was adjourned at 11:00 p.m.

ATTEST:

City Clerk

Mayor

City of Norman, OK

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

Master

File Number: P-1213-10

File ID:	P-1213-10	**Type:**	Proclamation	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 4	**In Control:**	City Council
Department:	City Clerk Department	**Cost:**		**File Created:**	01/11/2013
File Name:	Mardi Gras			**Final Action:**	

Title: PROCLAMATION NO. P-1213-10: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SATURDAY, FEBRUARY 9, 2013, AS MARDI GRAS IN THE CITY OF NORMAN.

Notes: ACTION NEEDED: Motion to acknowledge receipt of Proclamation No. P-1213-10 proclaiming Saturday, February 9, 2013, as Mardi Gras in the City of Norman.

ACTION TAKEN: _____

Agenda Date: 01/22/2013

Agenda Number: 4

Attachments: Mardi Gras

Project Manager: Brenda Hall, City Clerk

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File P-1213-10

P-1213-10

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SATURDAY, FEBRUARY 9, 2013, AS MARDI GRAS IN THE CITY OF NORMAN.

§ 1. WHEREAS, the Norman Mardi Gras Parade is a years long, family friendly tradition celebrating the arts and community spirit with a nighttime moving carnival; and

§ 2. WHEREAS, the Mardi Gras Parade showcases the depth of musical, artistic, acrobatic, dance, and sometimes unusual talents of our community, including our animal friends; and

§ 3. WHEREAS, the colors of Mardi Gras are Purple for Justice, Green for Faith, and Gold for Power - the power of the arts and community spirit in the case of Norman's Mardi Gras; and

§ 4. WHEREAS, this year's theme of "Viva Le Bon Esprit! Long Live the Good Spirits!" calls on all citizens to celebrate life through community and creativity despite Winter Blues and to support those in need with the Spirit of Mardi Gras; and

§ 5. WHEREAS, Norman is home to Oklahoma's original Mardi Gras Parade and includes the Share Your Heart Food Drive which will accept donations during the parade and at the Children's Department of the Norman Public Library from January 16 through February 9 to help families through the Cleveland County Community Action Agency food pantry; and

§ 6. WHEREAS, the 19th Annual Norman Mardi Gras Parade will take place on Saturday, February 9th at 7:00 p.m. along Main Street in the heart of Norman's Historic Downtown Arts District and 10% of registration fees for each float will be donated to Food and Shelter for Friends.

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

§ 7. Do hereby proclaim Saturday, February 9, 2013, as Mardi Gras in the City of Norman and urge all citizens to support this event.

PASSED AND APPROVED this 22nd day of January, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

City of Norman, OK

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

Master

File Number: O-1213-23

File ID:	O-1213-23	**Type:**	Ordinance	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 6	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	11/15/2012
File Name:	O-1213-23 closing drainage easement Wynn			**Final Action:**	

Title: CONSIDERATION OF ORDINANCE NO. O-1213-23 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A DRAINAGE EASEMENT LOCATED IN CCC ADDITION NO. 1 OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3650 CLASSEN BOULEVARD)

Notes: ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1213-23 upon First Reading by title.

ACTION TAKEN: _____

Agenda Date: 01/22/2013

Agenda Number: 6

Attachments: Text File O-1213-23 First Reading, O-1213-23 Wynn UE Closure, 77StorgePlace Location, Memo from Clerk CCC, Wynn Request, Radius Map Wynn, Wynn DE Staff Rpt, CCC Addition Drainage Map, 12-13-12 PC Minutes - CCC Addition 1 DE

Project Manager: Ken Danner, Subdivision Manager

Entered by: rone.tromble@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Commission	12/13/2012	Recommended for Adoption at a subsequent City Council Meeting	City Council			Pass

Action Text: A motion was made by Commissioner Lewis, seconded by Commissioner Knotts, that this Ordinance be Recommended for Adoption at a subsequent City Council Meeting to the City Council ,. The motion carried by the following vote:

Text of Legislative File O-1213-23

body

BACKGROUND: The final plat for subject addition was filed of record on October 9, 2002. Within the final plat, public drainage easements were dedicated for a storm water detention pond to serve the site. The location is approximately 3650 Classen Boulevard.

DISCUSSION: Since the final plat was filed of record, the owners have decided to develop the remaining property with a self-storage facility. In laying out the proposed storage buildings, it was determined the existing detention pond/drainage easement was in conflict with the proposed buildings. The owners hired a professional engineer to design and submit construction plans for relocation of the storm water detention pond. The construction plans have been reviewed along with the final drainage report submitted by the applicant for the relocation of the storm water detention pond. Parking lot detention will be utilized on the western driveway of the property and within the driving lanes serving the storage units that extend to the east. In other words, the driving lanes between the storage units will be inverted up to 12 inches, thereby allowing storm water to be temporarily detained. The franchise utility companies were not notified of this easement closure since it is strictly a drainage easement. Planning Commission, at its meeting of December 13, 2012, recommended closure of the detention/drainage easement.

RECOMMENDATION: The platted easement was specifically designed to serve CCC Addition No. 1. With the relocation of the detention facility, staff recommends approval of the request for closure of the detention pond/drainage easement. Legal descriptions that will cover the proposed detention pond have been submitted by the engineer. The new public drainage easement (Easement No. E-1213-16) will be provided to City Council at the February 12, 2013 meeting. The separate instrument for the new pubic drainage easement will replace the closed public drainage easement.

O-1213-23

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A DRAINAGE EASEMENT LOCATED IN CCC ADDITION NO. 1 OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That, pursuant to Resolution Number R-8182-66, Geoff Wynn, owner of the subject property, has petitioned the City to have the drainage easement, labeled as "Detentioin Pond Drainage Easement", on the plat of CCC ADDITION NO. 1 closed; and,

§ 2. That, also pursuant to Resolution Number R-8182-66, the proper notice has been given, and the maps, memorandums and other items required by said Resolution have been presented to this Council; and

§ 3. That, also pursuant to Resolution Number R-8182-66, a public hearing has been held regarding said closing; and

§ 4. That, the drainage easement, labeled as "Detention Pond Drainage Easement", on the Plat of CCC ADDITION NO. 1, a Subdivision of the NE/4 of Sec. 16-8N-2W, I.M., Norman, Cleveland County, Oklahoma, is hereby closed.

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

ADOPTED this _____ day of

_____, 2013.

_____

(Mayor)

NOT ADOPTED this _____day of

_____, 2013.

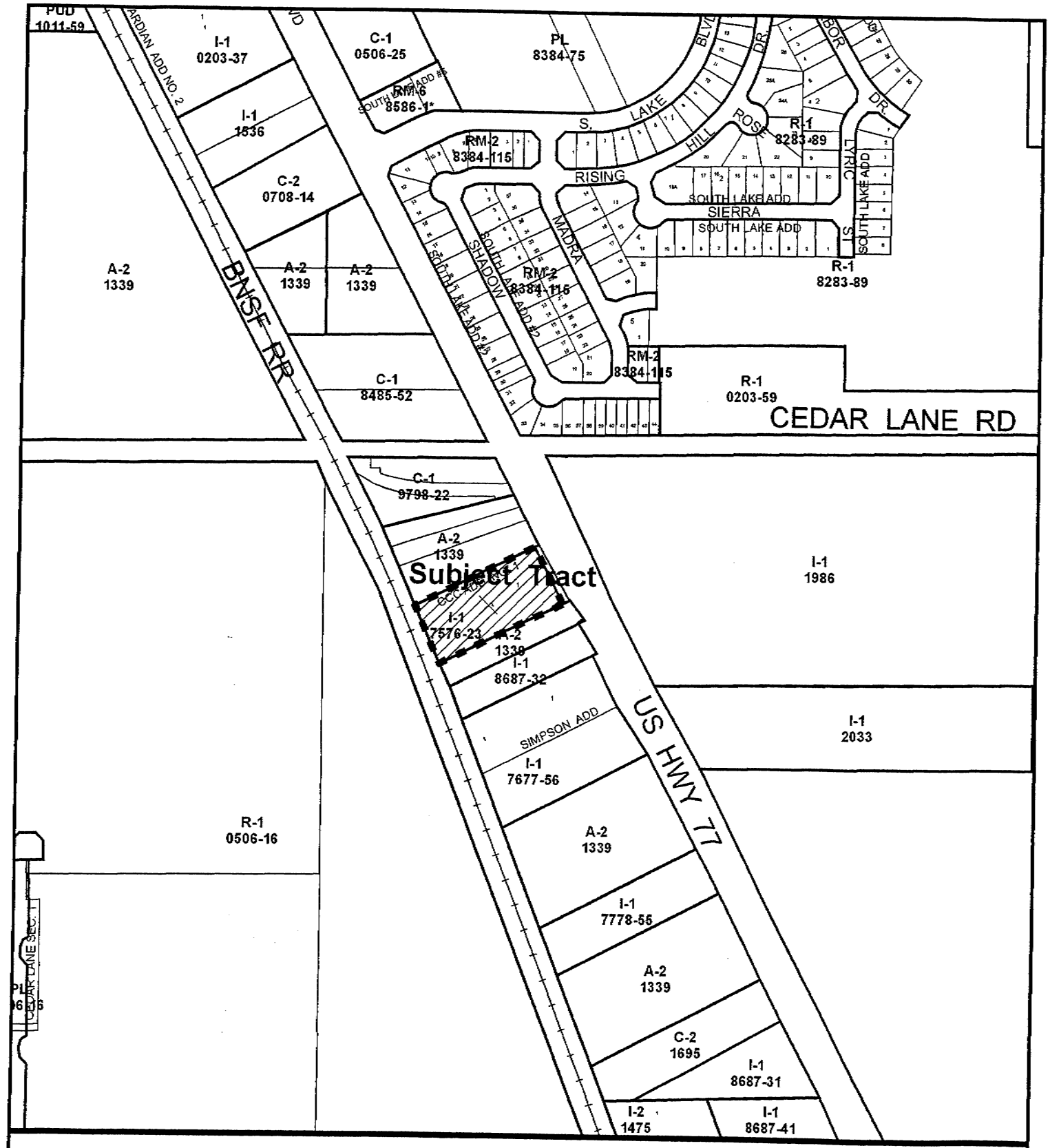
_____

(Mayor)

ATTEST:

_____

(City Clerk)



Location Map

Map Produced by the City of Norman
Geographic Information System.
(405) 366-5316
The City of Norman assumes no
responsibility for errors or omissions
in the information presented.

N
W E
S

April 11, 2012

0 200 400 Ft.

Subject Tract

Zoning

office memorandum

DATE: November 9, 2012

TO: Jeff Bryant, City Attorney
Jane Hudson, Current Planning Manager
Ken Danner, Subdivision Manager
Ken Komiske, Director of Utilities

FROM: Brenda Hall, City Clerk BH

SUBJECT: Request to Close Drainage Easement

I am in receipt of a request to close a drainage easement labeled as "Detention Pond Drainage Easement" on the Plat of CCC Addition, No. 1, a subdivision of the NE/4 of Sec. 16-8N-2W, I.M., Norman, Cleveland County, Oklahoma. Mr. Geoff Wynn is the property owner and the application fee has been paid.

In accordance with Resolution No. R-8182-66, I am forwarding the request; location map; radius map; and certified ownership list to your office and requesting that your office send notice to the furnished list of property owners and have the necessary ordinance prepared. If further action is needed from my office, please notify me.

BH:kjc
attachments

PETITION TO CLOSE DRAINAGE EASEMENT

November 9, 2012

To: The City of Norman

Owner:	**Contact:**	**Engineer:**
Geoff Wynn	Steve Eoff Const. Co.	Russ Ketner, PE
3650 S. Classen Blvd.	1891 Trailview Drive	18523 260th
Norman, Okla. 73071	Norman, Okla. 73072	Washington, Okla.
(405) 370-0093	(405) 476-2030	(405) 288-6751
	emailsteve@cox.net	

WE, THE UNDERSIGNED, HEREBY REQUEST THE CITY OF NORMAN TO:

Close the Drainage Easement labeled as "Detention Pond Drainage Easement" on the Plat of CCC Addition No. 1, a Subdivision of the NE/4 of Sec. 16-8N-2W, I.M., Norman, Cleveland County, Oklahoma.

Description and Map of Easement to be closed:

Attachment #1: Plat of CCC Addition No. 1. Including Legal Desc.
Attachment #2: Closeup of CCC Addition No. 1.
Attachment #3: Legal Description of Detention Pond Drainage Easement to be closed within CCC Addition No. 1.

Ownership List and Map:

Attachment #4: Map of ownership lines for record owners on Ownership List.
Attachment #5: Ownership List of record owners.

Printed Name:	Address:	Signature:
Geoff Wynn	3650 S. Classen Norman, OK 73071	

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENT
That UNIVERSAL SCREENPRINTING, Inc., an Oklahoma Corporation, hereby certifies that it is the owner and the only owner, who has any right, title or interest in and to the land shown on the and annexed plat of CCC ADDITION No. 1 TO THE CITY OF NORMAN, OKLAHOMA. That it has caused the same to be surveyed and platted into lots, blocks, streets and easements as shown on said annexed plat, which said annexed plat represents a correct survey of all properly included therein under the name of CCC ADDITION No. 1. Further certify that it is the owner of and the only person, firm or corporation who has any right, title or interest in the land included in the above mentioned plat and it hereby dedicates all of the streets and easements as shown on said annexed plat to the use of the public for maintenance of public highways, streets, drainage and utility easements, for its successors and assigns forever and has caused the same to be released from all encumbrances so that the title is clear, except as shown in the bonded abstractor's certificate.

In witness thereof the undersigned has caused this instrument to be executed this 14th day of October 2002. Covenants, Reservations and restrictions for this addition are contained in a seprate Document.

UNIVERSAL SCREENPRINTING, Inc.

ROBERT L. WADDLE, PRESIDENT

STATE OF OKLAHOMA)
COUNTY OF MURRAY) SS

Before me, the undersigned, a Notary Public in and for said county and state on this 14th day of October 2002 personally appeared Robert L. Waddle to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires: June 4, 2005

NOTARY PUBLIC #01004054

OFFICIAL SEAL
Connie Kyle Skinner
McClain County
Commission Expires June 4, 2005

CITY PLANNING COMMISSION APPROVAL

I, Al Griffin of the City Planning Commission of the City of NORMAN, Oklahoma; hereby certify that the said Planning Commission duly approved the final record plat of CCC ADDITION No. 1 to the City of NORMAN, Oklahoma, at the meeting on the 17th day of July 2002.

Signature:

CHAIRMAN

CERTIFICATE OF CITY CLERK

I, Mary Hatley City Clerk of the City of Norman, Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payment on unmatured installments upon special assessments have been paid in full and that there are no special assessment procedures now pending against the land shown on the annexed plat of CCC ADDITION No. 1 to the City of NORMAN, Oklahoma.

Signed by the City Clerk on this 3rd day of October 2002.

CITY CLERK

COUNTY TREASURER'S CERTIFICATE

I, Saundra DeSelma do hereby certify that I am duly qualified and acting County Treasurer of Cleveland County, Oklahoma, that the tax records of said county show that all taxes for the year 2001 and prior years are paid on said land shown on the annexed plat of CCC ADDITION No. 1 to the City of Norman, Oklahoma, that the required statutory security has been deposited in the office of the County Treasurer guaranteeing the current years taxes.

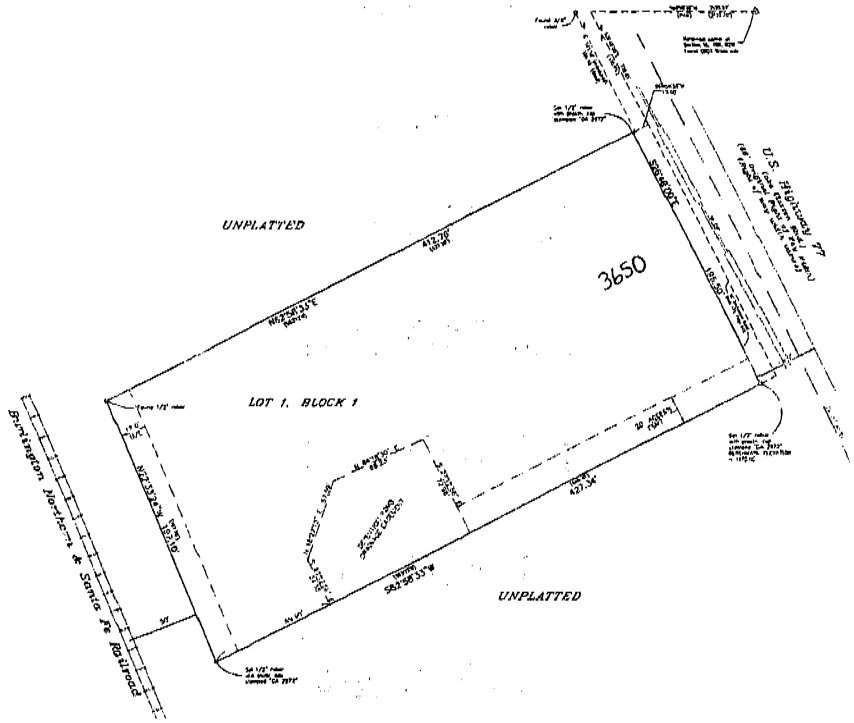
In witness thereof; Said County Treasurer has caused this instrument to be executed this 7th day of October 2002.

BY: Saundra DeSelma
COUNTY TREASURER

BY: Donna Jewell
CHIEF DEPUTY

The original tracing meets the requirem[illegible] ate Bill 377, Section 3.5, as amended.

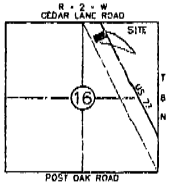
Russell F. Ketner
Professional Engineer No. 15891



SCALE: 1" = 40'

LEGAL DESCRIPTION:

A parcel of land being a part of the Northeast quarter (NE/4) of Section Sixteen (16), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows: Commencing at the Northeast Corner of said Northeast Quarter (NE/4) of Section 16; Thence S 89°10'38" W a distance of 2122.37 feet to a point on the Westerly right of way line of State Highway No. 77; Thence S 26°48'00" E along the Westerly right of way line of State Highway No. 77, a distance of 329.81 feet; Thence S 62°58'33" W a distance of 12.00 feet to the point of beginning; Thence S 26°48'00"E, parallel to the Westerly right of way of State Highway No. 77, and along the south line of that parcel recorded in the Cleveland County Clerk and Recorders Offices at Book 171, Page 513, a distance of 196.50 feet to the Northeast Corner of that parcel of land recorded in the Cleveland County Clerk and Recorders Offices at Book 2381, Page 916; Thence S 62°58'33" W along the North line of said parcel described at Book 2381, Page 916, a distance of 427.34 feet to a point on the Easterly right of way line of the Burlington Northern/Santa Fe Railroad, Thence N 22°33'24" W along said Easterly right of way line of railroad, a distance of 197.10 feet to a found ½" rebar at the Southwest Corner of that parcel of land recorded in the Cleveland County Clerk and Recorders Offices at Book 298, Page 48; Thence N 62°58'33" E along the South line of said parcel described at Book 298, Page 48, a distance of 412.76 feet to the point of beginning.



LOCATION MAP

BONDED ABSTRACTOR'S CERTIFICATE

The undersigned a duly qualified and lawfully bonded abstractor of titles in and for Cleveland County, State of Oklahoma, hereby certifies that the records of said county show that the title to the land shown on the annexed plat of CCC ADDITION No. 1 to the City of Norman, Oklahoma, is vested in UNIVERSAL SCREENPRINTING, Inc. and that on the 4th day of October 2002 there are no actions pending or judgments of any nature in any court or on file with the clerk of any court in said county and state against said land or the owner(s) thereof, that the taxes are paid for the year 2001 and prior years, that there are no outstanding tax sales certificates against said land and no tax deeds are issued to any person, that there are no liens or other encumbrances of any kind against the land included in the annexed plat except easements, mortgages and mineral conveyances of record.

In witness thereof the undersigned has caused this instrument to be executed this 4th day of October 2002.

ATTEST:

BY: [illegible] Asst.-Secretary

BY: Bob Hankins Vice-President

STATE OF OKLAHOMA)
COUNTY OF CLEVELAND) SS

Before me, the undersigned, a Notary Public in and for said county and state on this 4th day of October 2002 personally appeared Bob Hankins to me known to be the identical person who signed the name as the maker thereof to the within and foregoing instrument as its Vice President and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed as the free and voluntary act and deed of said individual for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires:
March 19 2006
02001450 10

NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I, Greg P. Skinner, do hereby certify that I am a Professional Land Surveyor in the State of Oklahoma and that the annexed plat of CCC ADDITION No. 1 to the City of NORMAN, Oklahoma, correctly represents a survey made under my supervision on the 4th day of October 2002, and that all monuments shown hereon actually exist and their positions are correctly shown.

Greg P. Skinner
Oklahoma PLS No. 1456
Certificate of Authorization #2972
Expiration 6/30/03

STATE OF OKLAHOMA)
COUNTY OF McCLAIN) SS

Before me, the undersigned, a Notary Public in and for said county and state on this 4th day of October 2002 personally appeared Greg P. Skinner, to me known to be the identical person who executed the above instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth

Witness under my hand and seal the day and year last above written.

My commission expires June 4, 2005

OFFICIAL SEAL
Connie Kyle Skinner
McClain County
Commission Expires June 4, 2005

NOTARY PUBLIC # 01004054

APPROVAL OF PLAT AND ACCEPTANCE OF DEDICATIONS

BE IT HEREBY RESOLVED by the City Council of the City of Norman, Oklahoma, that the plat of CCC ADDITION No. 1, to the City of Norman, Oklahoma is hereby approved and the dedications shown hereon are hereby approved and accepted.

ACCEPTED by the Mayor of the City of Norman, Oklahoma this 3rd day of October 2002.

ATTEST:

CITY CLERK

MAYOR

Book: B 2002 44
Page: PG 59 87
Filed: 10-09-2002 POR
03:38:48 PM
Cleveland County, OK

#44

9 October 2002 at 3:18 pm

CCC ADDITION No. 1
FINAL PLAT

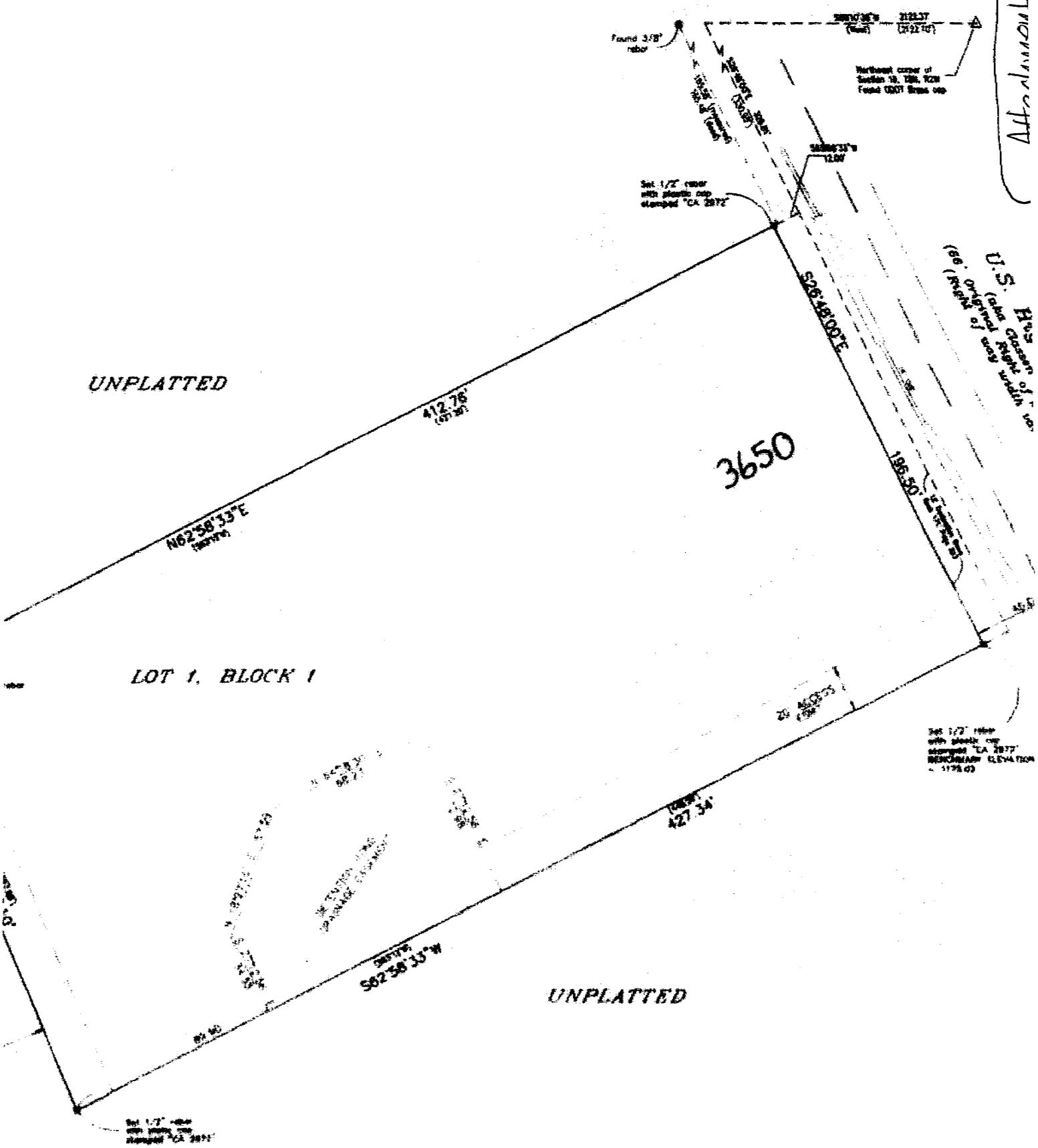
A subdivision of part of the Northeast quarter of
Section 16, Township 8 North, Range 2 West of the Indian Meridian
Cleveland County, Oklahoma

Ketner Engineering
CIVIL ENGINEERS
307 W. Main, Ste. 105
Purcell, OK 73080
(405)527-3535

Attachment # 1

6-5

Attachment #3

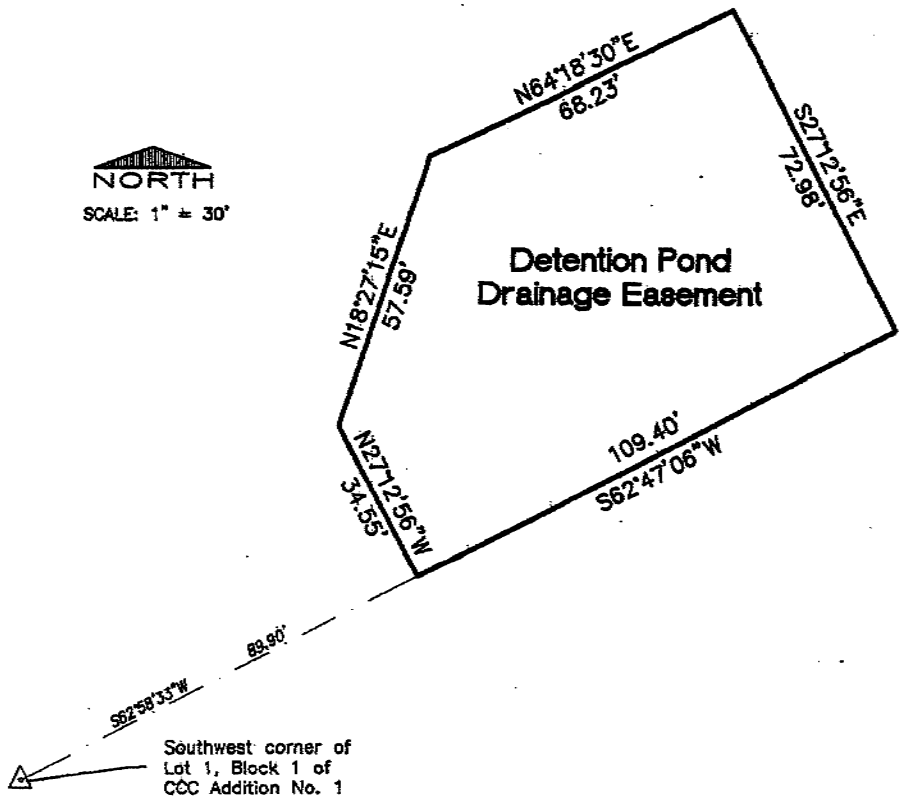


Attachment #2

Greg P. Skinner, PLS

430 W. 3rd Street -- Ada, OK 74820 -- (405)527-8848

Legal Description



LEGAL DESCRIPTION:

A parcel of land being a part of Lot One (1), Block One (1) of CCC Addition No. 1 to the City of Norman, Cleveland County, Oklahoma, being more particularly described as follows:

Basis of bearing for this legal description are based on the South line of said Lot 1, Block 1 of CCC Addition No. 1being assumed to bear South 62°58'33" West.

Commencing at the Southwest corner of said Lot 1, Block 1 of CCC Addition No. 1; Thence North 62°58'33" East, along the south line of said Lot 1, a distance of 89.90 feet to the Point of Beginning.

Thence North 27°12'56" West, a distance of 34.55 feet; Thence North 18°27'15" East, a distance of 57.59 feet; Thence North 64°18'30" East, a distance of 68.23 feet; Thence South 27°12'56" East, a distance of 72.98 feet; Thence South 62°47'06" West, a distance 109.40 feet to the Point of Beginning.

NOTES:

1. This legal description was prepared by undersigned on November 8th, 2012.

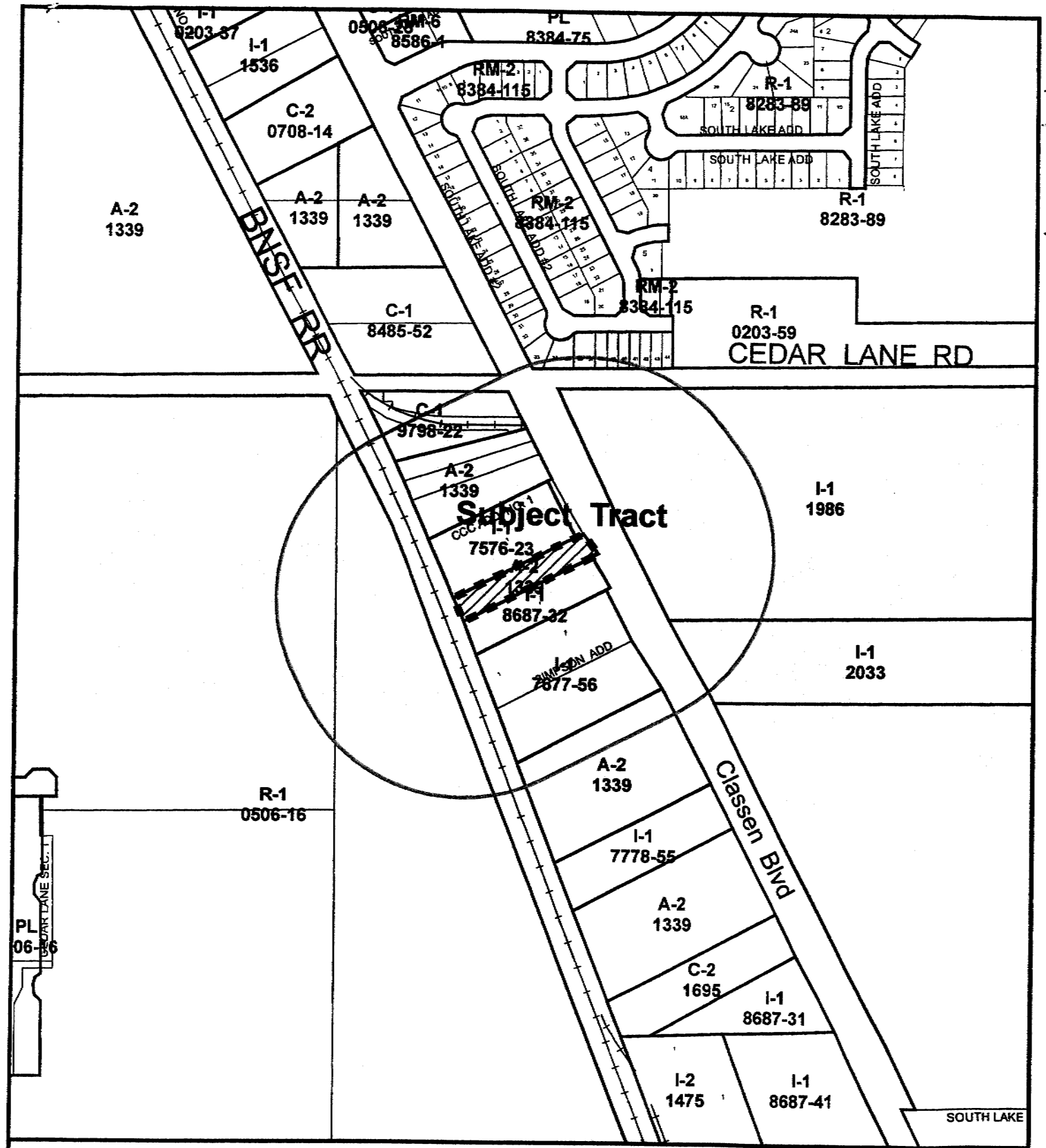
CERTIFICATION:

I, Greg P. Skinner, a Professional Land Surveyor in the State of Oklahoma, do hereby certify that this legal description was prepared by me or under my direct responsibility, supervision and checking.

Greg P. Skinner Date
Oklahoma L.S. 1458

REGISTERED PROFESSIONAL LAND SURVEYOR
GREG P. SKINNER
1458
OKLAHOMA

Job No. 16660lgl Date 11/08/12 Page 1 of 1



Radius Map

550ft. Radius

Map Produced by the City of Norman Geographic Information System.
(405) 366-5316
The City of Norman assumes no responsibility for errors or omissions in the information presented.

N W E S

0 200 400 Feet

September 27, 2012

Subject Tract
Radius
Parcels
Notification Area

ORDINANCE NO. O-1213-23 ITEM NO. 11

STAFF REPORT

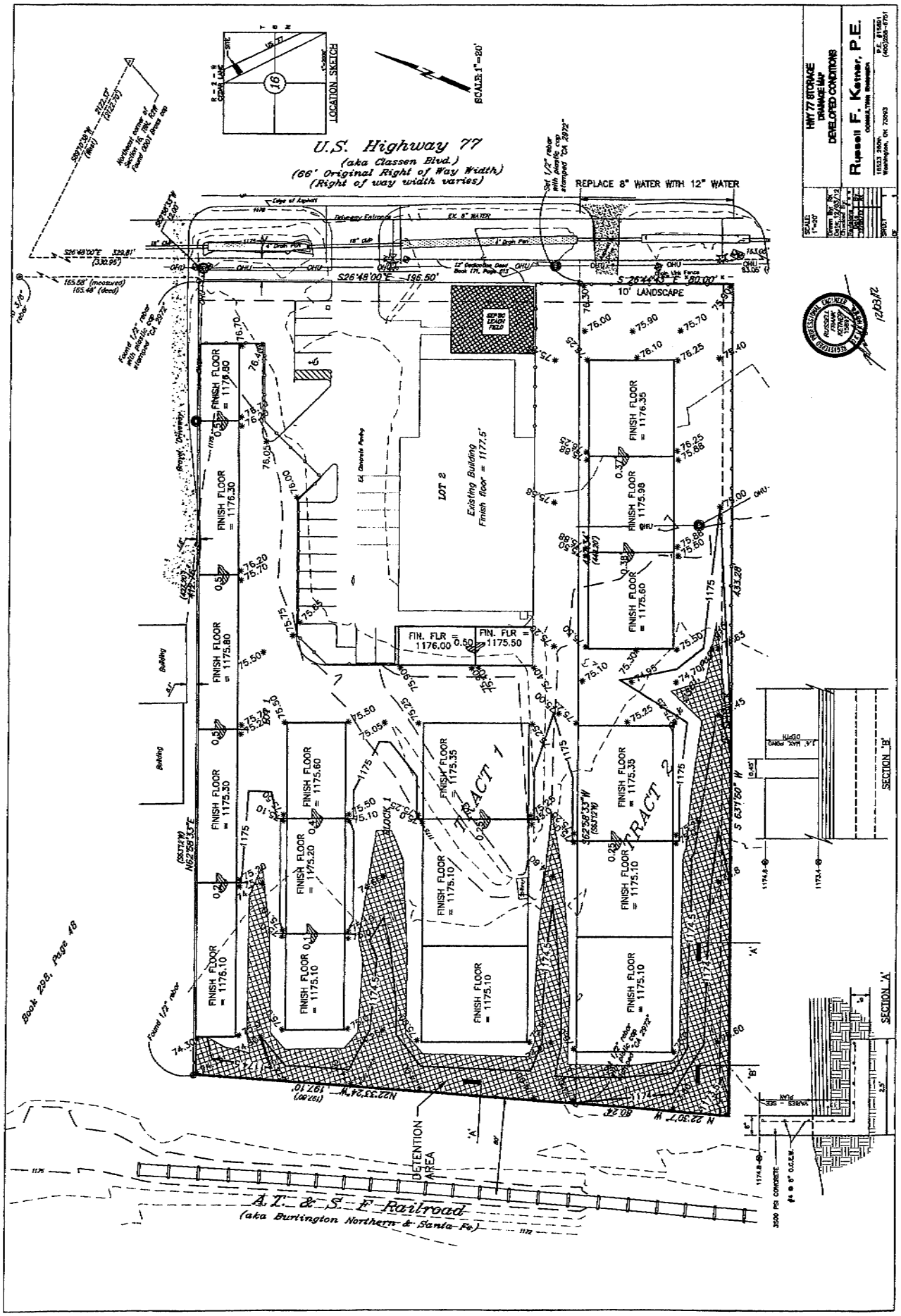
GENERAL INFORMATION

APPLICANT	Geoff Wynn
REQUESTED ACTION	Closure of a Drainage Easement Detention in Lot 1, Block 1, CCC Addition No. 1

BACKGROUND: This is a request for closing drainage/detention easements located in CCC Addition No. 1. The final plat was filed of record on October 9, 2002. The owner intends to expand development on the property with self serve storage buildings. Currently, the easements conflict with the proposed building locations. Detention will still be utilized but in the locations of the drives and not where the buildings are proposed to be built. A site plan has been submitted that shows the proposed layout of all the property within this ownership.

DISCUSSION: Franchised utilities were not notified since this is a drainage easement. A new drainage report has been submitted covering the existing platted lot and the proposed lot to be platted. Separate instrument easements will be required to cover the location of the new detention facilities.

RECOMMENDATION: The easements in question were specifically designed to serve the lot for CCC Addition No. 1. Staff recommends approval of this request to close the drainage easement subject to the submittal of separate instrument easements for drainage.


HWY 77 STORAGE
DRAINAGE MAP
DEVELOPED CONDITIONS
Russell F. Ketner, P.E.
LOCATION SKETCH
SCALE: 1"=20'
U.S. Highway 77
(aka Classen Blvd.)
(66' Original Right of Way Width)
(Right of way width varies)
REPLACE 8" WATER WITH 12" WATER
10' LANDSCAPE
LOT 2
Existing Building
Finish floor = 1177.5'
TRACT 1
TRACT 2
BLOCK 1
DETENTION AREA
A.T. & S.F. Railroad
(aka Burlington Northern & Santa Fe)
SECTION "A"
SECTION "B"
Book 298, Page 18
12/03/12

NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES

DECEMBER 13, 2012

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 13th day of December 2012. Notice and agenda of the meeting were posted at the Norman Municipal Building and online at http://www.normanok.gov/content/boards-commissions at least twenty-four hours prior to the beginning of the meeting.

Chairman Andy Sherrer called the meeting to order at 6:30 p.m.

* * *

Item No. 1, being:
ROLL CALL

MEMBERS PRESENT	Dave Boeck Tom Knotts Curtis McCarty Cindy Gordon Jim Gasaway Sandy Bahan Chris Lewis Andy Sherrer
MEMBERS ABSENT	Roberta Pailes

A quorum was present.

STAFF MEMBERS PRESENT	Susan Connors, Director, Planning & Community Development Jane Hudson, Principal Planner Janay Greenlee, Planner II Ken Danner, Subdivision Development Manager Roné Tromble, Recording Secretary Leah Messner, Asst. City Attorney Larry Knapp, GIS Analyst II Terry Floyd, Development Coordinator Scott Sturtz, City Engineer

* * *

Chairman Sherrer recognized Sandy Bahan, new member of the Planning Commission, and recognized Diana Hartley for her service on the Commission from November 2009 through December 2012.

* * *

Item No. 11, being:
ORDINANCE NO. O-1213-23 – GEOFF WYNN REQUESTS CLOSURE OF THE DRAINAGE EASEMENT (LABELED AS "DETENTION POND DRAINAGE EASEMENT") ON CCC ADDITION NO. 1 LOCATED AT 3650 CLASSEN BOULEVARD.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Staff Report
3. Petition to Close Drainage Easement and Attachments
4. Developed Conditions Site Plan

PRESENTATION BY STAFF:
Mr. Danner reported that this property is north of the property in the prior items. This property has been platted, with a detention pond as part of the plat. The detention pond is existing, but they are planning to relocate it further to the west. The existing detention pond is in the wrong location to accommodate the driving/parking aisles for the mini-storage facility. They are asking to close the detention pond easement. Staff is requesting easements to replace it in the proper location. Staff recommends approval.

PRESENTATION BY THE APPLICANT:
None

AUDIENCE PARTICIPATION:
None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:
Chris Lewis moved to recommend adoption of Ordinance No. O-1213-23 to the City Council. Tom Knotts seconded the motion.

There being no further discussion, a vote on the motion was taken with the following result:

YEAS	Dave Boeck, Tom Knotts, Curtis McCarty, Cindy Gordon, Jim Gasaway, Sandy Bahan, Chris Lewis, Andy Sherrer
NAYES	None
ABSENT	Roberta Pailes

Ms. Tromble announced that the motion, to recommend approval of Ordinance No. O-1213-23 to City Council, passed by a vote of 8-0.

* * *

City of Norman, OK

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

Master

File Number: O-1213-26

File ID:	O-1213-26	**Type:**	Ordinance	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 7	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	12/13/2012
File Name:	Northridge Industrial Park 3 DE Closure			**Final Action:**	

Title: CONSIDERATION OF ORDINANCE NO. O-1213-26 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING AND RELOCATING A DRAINAGE EASEMENT LOCATED IN BLOCK 7 OF NORTHRIDGE INDUSTRIAL PARK, SECTION 3, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3501 THROUGH 3525 WELLSITE DRIVE)

Notes: ACTION NEEDED: Motion to Introduce and adopt Ordinance No. O-1213-26 upon First Reading by title.

ACTION TAKEN: _____

Agenda Date: 01/22/2013

Agenda Number: 7

Attachments: Text File O-1213=26, O-1213-26 Caddell DE, E-1213-15, Wellsite Location Map, Northridge Drawing.pdf, Caddell Request, Caddell Radius Map, Caddell Staff Report, 1-10-13 PC Minutes - O-1213-26

Project Manager: Ken Danner, Subdivision Manager

Entered by: rone.tromble@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Commission	01/10/2013	Recommended for Adoption at a subsequent City Council Meeting	City Council	01/22/2013		Pass

Action Text: A motion was made by Commissioner Boeck, seconded by Commissioner Bahan, that this Ordinance be Recommended for Adoption at a subsequent City Council Meeting to the City Council , due back on 1/22/2013. The motion carried by the following vote:

Text of Legislative File O-1213-26

body

BACKGROUND: The final plat for the subject addition was filed of record on June 29, 1984. This 12-lot industrial subdivision is located south of Tecumseh Road, east of Flood Avenue and west of the BNSF railroad corridor. Within the final plat, public drainage easements were dedicated for a storm water drainage flume to drain Wellsite Drive onto the BNSF railroad right-of-way. The drainage easements in question are located on the north 10' of Lot 8 and the south 10' of Lot 9. The location is 3501 through 3525 Wellsite Drive.

DISCUSSION: Since the final plat was filed of record, new development opportunities for the property with a different design for Lot 7, 8 and 9, Block 7 are being proposed at this time. Until now, these lots have remained undeveloped. Lot Line Adjustment No. 1462 has been submitted to staff for review and approval. It reflects the new proposal the owner desires to construct within the new lot lines. In laying out the proposed office/warehouse buildings, it was determined the existing drainage easement is in conflict with the proposed buildings. The owners hired a professional engineer to design and submit construction plans for relocation of the storm water drainage system. The construction plans have been reviewed along with the final drainage report submitted by the applicant for the relocation of the storm water through an underground eighteen-inch (18") reinforced concrete pipe (RCP). The franchise utility companies were not notified of this easement closure since it is strictly a drainage easement and no franchise utilities are located within the easement. Planning Commission, at its meeting of January 10, 2013, recommended closure of the drainage easement.

RECOMMENDATION: The platted easement was specifically designed to convey storm water from Wellsite Drive through Lots 8 and 9, Block 7, Northridge Industrial Park, Section 3 to the BNSF right-of-way. With the proposed relocation of the storm drainage system, staff recommends approval of the request for closure of the drainage easement. Legal descriptions that will cover the proposed drainage structure have been submitted by the engineer. The new public drainage easement (Easement No. E-1213-15) will be provided to City Council at the February 12, 2013 meeting. The separate instrument for the new public drainage easement will replace the closed public drainage easement. Staff does not object to the potential vacation of the requested easement.

O-1213-26

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING AND RELOCATING A DRAINAGE EASEMENT LOCATED IN BLOCK 7 OF NORTHRIDGE INDUSTRIAL PARK, SECTION 3, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That, pursuant to Resolution Number R-8182-66, Nick Caddell, owner of the subject property, has petitioned the City to have the drainage easements between Lot 8A and Lot 9, Block 7 of NORTHRIDGE INDUSTRIAL PARK, SECTION 3 closed and relocated; and,

§ 2. That, also pursuant to Resolution Number R-8182-66, the proper notice has been given, and the maps, memorandums and other items required by said Resolution have been presented to this Council; and

§ 3. That, also pursuant to Resolution Number R-8182-66, a public hearing has been held regarding said closing; and

§ 4. That, the drainage easement between Lot8A and Lot 9, Block 7, NORTHRIDGE INDUSTRIAL PARK, SECTION 3, herein after described, to wit:

A drainage easement to be closed lying in part of Lots Eight (8) and Nine (9), Block Seven (7), of NORTHRIDGE INDUSTRIAL PARK SECTION 3, to Norman, Cleveland County, Oklahoma, according to the recorded plat thereof in Book 15 of Plats, Page 11, being more particularly described as follows:

COMMENCING at the southeast corner of platted Lot 7, Block 7, A/K/A/ LOT 8A, BLOCK 7, NORTHRIDGE INDUSTRIAL PARK SECTION 3, according to Lot Line Adjustment recorded in Book 2890, Page 604.
THENCE North 24°24'56" West a distance of 248.05 feet to the POINT OF BEGINNING:
THENCE North 89°31'23" West a distance of 261.43 feet to a point on a curve;
THENCE around a curve to the left having a radius of 60.00 feet (said curve subtended by a chord which bears North 00°28'45" East a distance of 20.00 feet) and an arc length of 20.09 feet;

THENCE South 89°31'23" East a distance of 252.15 feet;
THENCE South 24°24'56" East a distance of 22.05 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 5,124 square feet or 0.1176 acres, more or less.

A/K/A the south 10 feet of Lot Eight (8) and the north 10 feet of Lot Nine (9), in Block Seven (7), of NORTHRIDGE INDUSTRIAL PARK SECTION 3.

is hereby closed and relocated as follows:

A new drainage easement lying in a part of Lots Nine (9) and Ten (10), Block Seven (7), of NORTHRIDGE INDUSTRIAL PARK SECTION 3, to Norman, Cleveland County, Oklahoma, according to the recorded plat thereof in Book 15 of Plats, Page 11, being more particularly described as follows:

COMMENCING at the southeast corner of platted Lot 7, Block 7, A/K/A LOT 8A, BLOCK 7, NORTHRIDGE INDUSTRIAL PARK SECTION 3, according to Lot Line Adjustment recorded in Book 2890, Page 604.

THENCE North 24°24'56" West a distance of 398.68 feet to the POINT OF BEGINNING;
THENCE South 57°55'52" West a distance of 233.93 feet to a point on a curve;
THENCE around a curve to the left having a radius of 60.00 feet (said curve subtended by a chord which bears North 08°07'54" West a distance of 16.41 feet) and an arc length of 16.46 feet;
THENCE North 57°55'52" East a distance of 229.29 feet;
THENCE South 24°24'56" East a distance of 15.13 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 3,468 square feet or 0.0796 acres, more or less.

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

ADOPTED this _____ day of

_____, 2013.

_____
(Mayor)

ATTEST:

_____
(City Clerk)

NOT ADOPTED this _____day of

_____, 2013.

_____
(Mayor)

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Caddell Investments, LLC for and in consideration of the sum of One Dollar ($1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a public waterline easement and right-of-way over, across, and under the following described real estate and premises situated in Cleveland County, Oklahoma, to wit:

See Attached Exhibit

with the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating the following public utility(ies) to wit:

Drainage

To have and to hold the same unto the said City, its successors and assigns forever.

Signed and delivered this 15 day of Jan., 2013

Caddell Investments, LLC

Deborah M. Caddell

Deborah M. Caddell, Manager

Cindy

ACKNOWLEDGEMENT

STATE OF OKLAHOMA,
COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 15 day of January, 2013 personally appeared Deborah M. Caddell to me known to be the identical persons who executed the foregoing grant of easement, and acknowledged to me that she executed the same as her 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.

Cindy May

Notary Public

CINDY MAY NOTARY 11004839 EXP. 5/26/15 PUBLIC STATE OF OKLAHOMA

My Commission expires 05/26/15

APPROVED as to form and legality this 16 day of January, 2013.

Office of Council of the City

APPROVED and accepted by the Council of the City of Norman,
this _____ day of _____, 20____.

ATTEST:

City Clerk

Mayor

EXHIBIT "A"
(SHEET 1 OF 2)

LEGAL DESCRIPTION FOR
NEW DRAINAGE EASEMENT
NORTHRIDGE INDUSTRIAL PARK SECTION 3
PART OF THE N/2 OF SEC. 13, T9N, R3W, OF THE I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA
NOVEMBER 9, 2012

A new drainage easement lying in a part of Lots Nine (9) and Ten (10), Block Seven (7), of NORTHRIDGE INDUSTRIAL PARK SECTION 3, to Norman, Cleveland County, Oklahoma, according to the recorded plat thereof in Book 15 of Plats, Page 11 being more particularly described as follows:

COMMENCING at the southeast corner of platted Lot 7, Block 7, A/K/A LOT 8A, BLOCK 7, NORTHRIDGE INDUSTRIAL PARK SECTION 3, according to Lot Line Adjustment recorded in Book 2890, Page 604.

THENCE North 24°24'56" West a distance of 398.68 feet to the POINT OF BEGINNING:

THENCE South 57°55'52" West a distance of 233.93 feet to a point on a curve;

THENCE around a curve to the left having a radius of 60.00 feet (said curve subtended by a chord which bears North 08°07'54" West a distance of 16.41 feet) and an arc length of 16.46 feet;

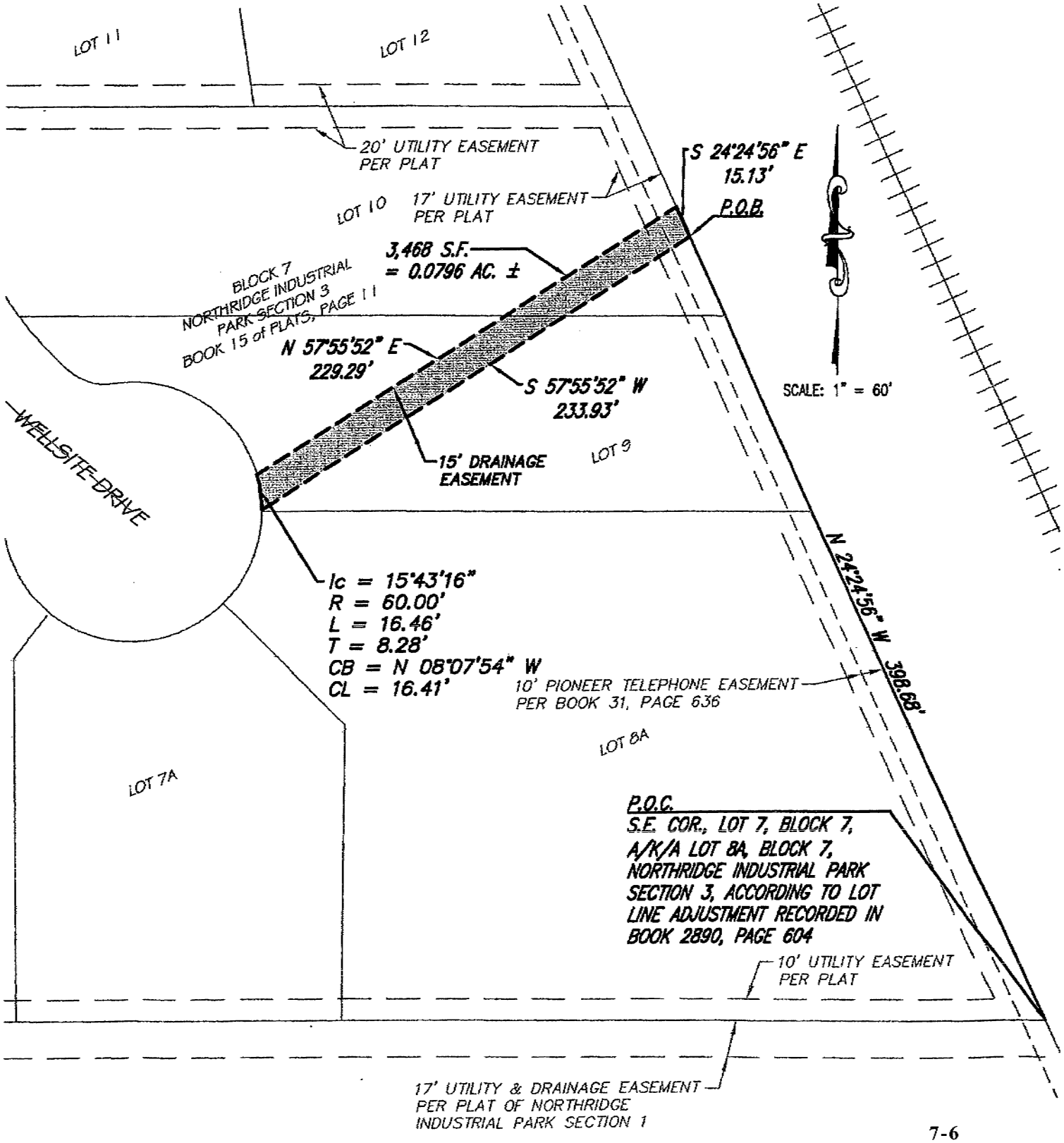
THENCE North 57°55'52" East a distance of 229.29 feet;

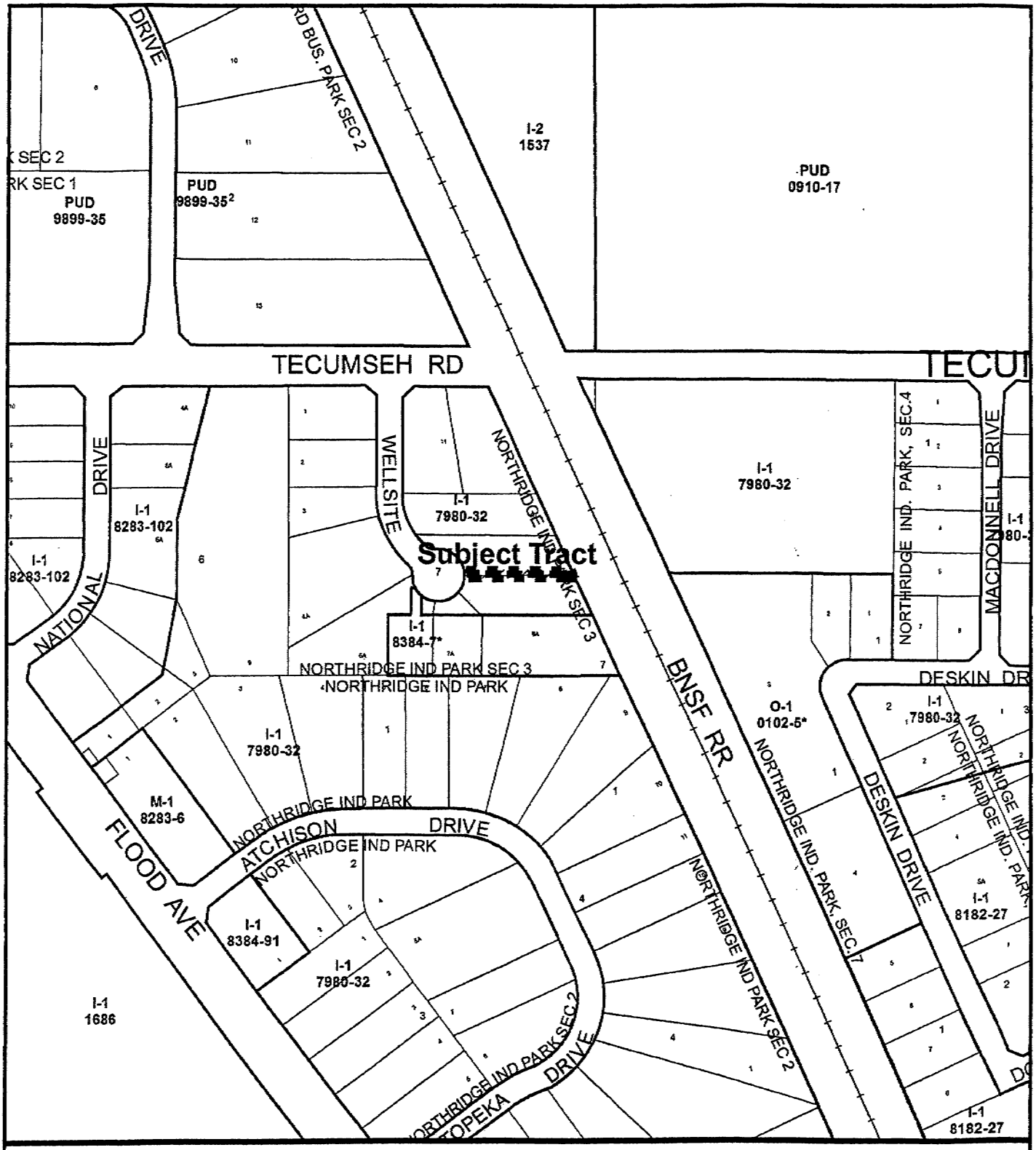
THENCE South 24°24'56" East a distance of 15.13 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 3,468 square feet or 0.0796 acres, more or less.

EXHIBIT "A"
(SHEET 2 OF 2)

LEGAL DESCRIPTION FOR
NEW DRAINAGE EASEMENT
NORTHRIDGE INDUSTRIAL PARK SECTION 3
PART OF THE N/2 OF SEC. 13, T9N, R3W, OF THE I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA
NOVEMBER 9, 2012





Location Map

Map Produced by the City of Norman Geographic Information System. (405) 366-5316
The City of Norman assumes no responsibility for errors or omissions in the information presented.

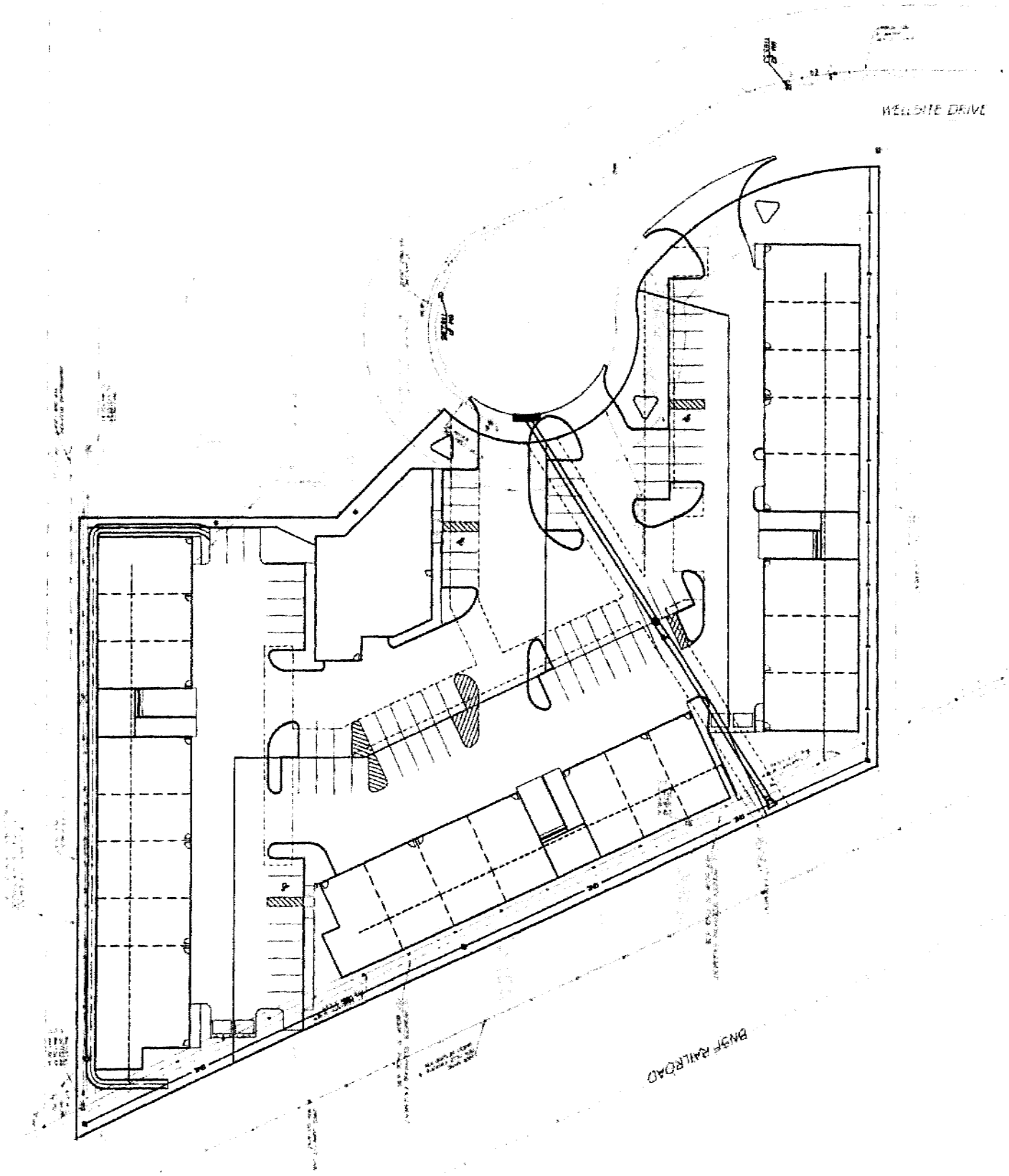
N
W E
S

December 17, 2012

0 150 300 Ft.

Subject Tract

Zoning

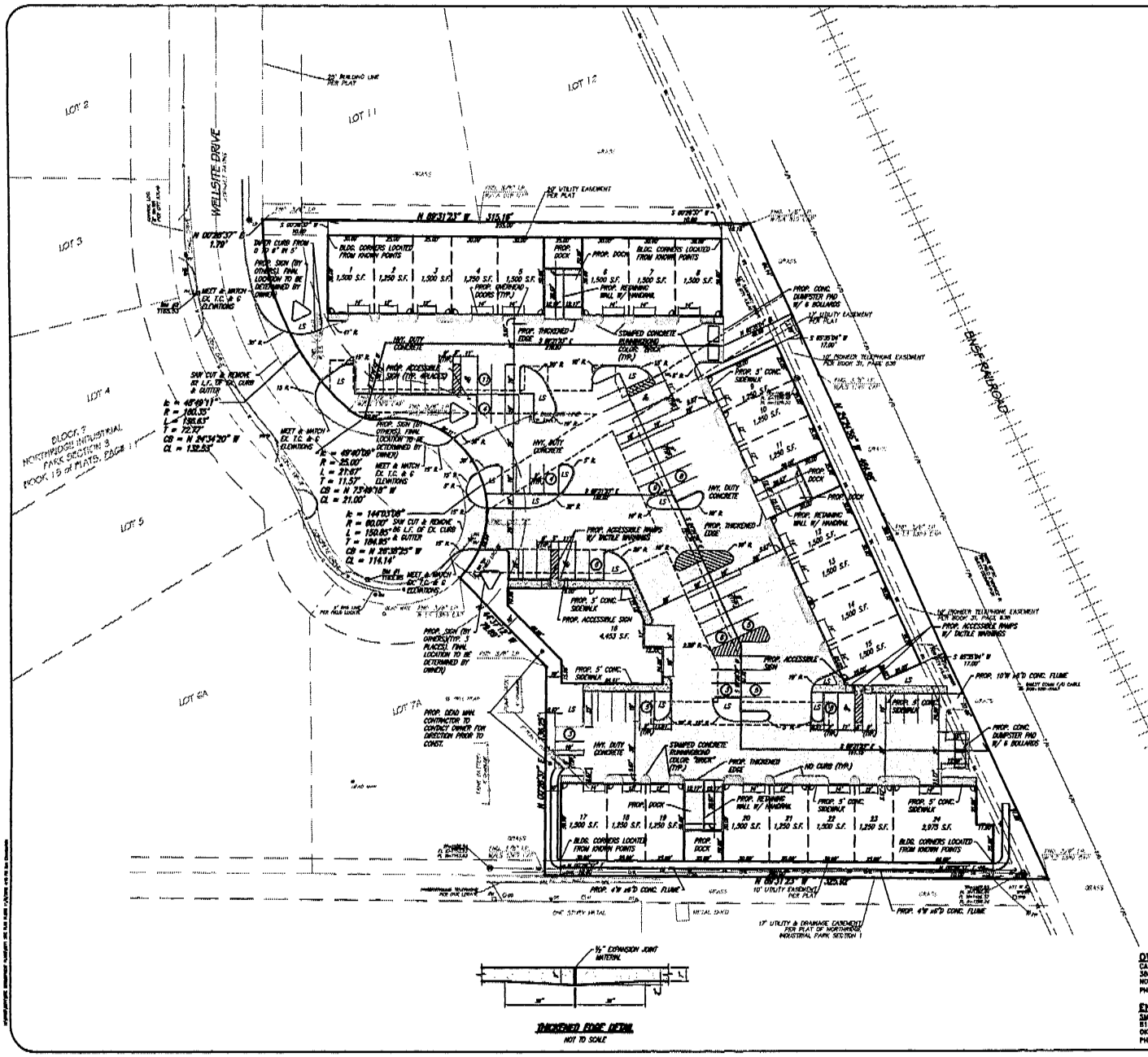

WELLSITE DRIVE
BNSF RAILROAD

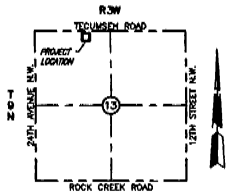
WE, THE UNDERSIGNED, HEREBY REQUEST THE CITY OF NORMAN TO _____
CLOSE THE DRAINAGE EASEMENT ADJACENT TO LOTS 9 & 10, BLOCK 7

LOCATED IN NORTHRIDGE INDUSTRIAL PARK SECTION 3

WE OWN BOTH SIDES OF LAND AFFECTED BY THE DRAINAGE EASEMENT

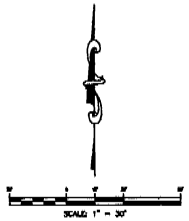
Printed Name	Address(of residence)	Signature
1.Nick Caddell,	3804 Irvine Drive, Norman, OK	
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		





VICINITY MAP
SCALE: 1" = 2000'

PROPERTY AREA		
LOT NUMBER	SQ. FT.	ACRES
LOT 7	173,064	3.9433



NOTES:

1. UPON COMPLETION OF PAVING OPERATIONS THE CONTRACTOR SHALL INSTALL THE PAVEMENT STRIPES AND PAVEMENT MARKINGS AS SHOWN HEREON. ON-SITE PARKING STALL STRIPES SHALL BE 4" WIDE AND WHITE IN COLOR. HANDICAP STALL SHALL BE PAINTED AND SIGNED PER FEDERAL, STATE, AND LOCAL REQUIREMENTS.
2. UNLESS OTHERWISE NOTED, ALL RADII ON PARKING ISLANDS SHALL BE 3'.
3. HANDICAPPED PARKING AREAS PROVIDED PER CITY STANDARDS AND SHALL COMPLY WITH REQUIREMENTS OF THE CURRENT ADOPTED UNIFORM BUILDING CODE.
4. MECHANICAL UNITS SHALL BE SCREENED IN ACCORDANCE WITH THE CITY OF NORMAN ZONING ORDINANCE.
5. ALL SIGNAGE CONTINGENT UPON APPROVAL BY THE BUILDING INSPECTION DEPARTMENT.
6. ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH STANDARD SPECIFICATIONS OF THE CITY OF NORMAN.
7. FIRE LANE STRIPING: "NO PARKING FIRE LANE" MARKING SHALL CONSIST OF A SIX (6) INCH WIDE RED STRIPE ALONG THE CURB ON ALL SIDES OF THE BUILDING. THE WORDS "NO PARKING FIRE LANE" SHALL BE MARKED ON THE STRIPES IN FOUR (4) INCH HIGH WHITE LETTERS AT 25-FT. MAXIMUM INTERVALS. STRIPING AND LETTERS SHALL BE APPLIED ACCORDING TO THE CITY OF NORMAN FIRE LANE & FIRE PROTECTION MUST BE APPROVED BY THE FIRE MARSHALL PRIOR TO BUILDING PERMIT BEING ISSUED. CONTRACTOR TO COORDINATE ALL FIRE LANE MARKINGS WITH THE Norman FIRE MARSHALL.
8. SIGN OWNER(S) ASSUME ALL LIABILITY AND REPLACEMENT RESPONSIBILITIES FOR ANY DAMAGE TO SIGNS PLACED IN UTILITY EASEMENTS. ALL SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE ZONING ORDINANCE. SIGN SIZE, SHAPE, COLOR, DETAILS, ETC... BY OTHERS. EXACT LOCATION OF SIGNS TO BE DETERMINED BY OWNER.
9. PROPERTY OWNER(S) ASSUMES ALL LIABILITY AND REPLACEMENT RESPONSIBILITIES FOR ANY DAMAGE TO LIGHT POLES PLACED IN UTILITY EASEMENTS.
10. CURRENT ZONING IS I-1.
11. ALL DRIVEWAYS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF NORMAN AND OKLAHOMA DEPARTMENT OF TRANSPORTATION STANDARDS.
12. ALL DIMENSIONS ARE MEASURED FROM FACE OF CURB TO FACE OF CURB, UNLESS NOTED OTHERWISE.
13. DOCKS ARE OPEN BREEZEWAYS.

PROPOSED SITE LEGEND

- HEAVY DUTY CONCRETE (SEE DETAIL SH. C-11)
- STAMPED CONCRETE
- CONCRETE SIDEWALK (SEE DETAIL SH. C-11)
- LS — LANDSCAPING
- PARKING COUNT
- SITE LIGHTING (BY OTHERS)

THICKENED EDGE DETAIL
NOT TO SCALE

OWNER'S ADDRESS
CADDELL & CO., L.L.C.
3604 WYVINE DR.
NORMAN, OKLAHOMA 73072
PH.: (405) 292-8629

ENGINEER'S ADDRESS
SMC CONSULTING ENGINEERS, P.C.
815 W. MAIN
OKLAHOMA CITY, OKLAHOMA 73106
PH. (405) 232-7715

Otis M. Wirchinski 18325 OKLAHOMA

NOT VALID FOR CONSTRUCTION UNLESS SIGNED IN THIS PLACE

SITE PLAN

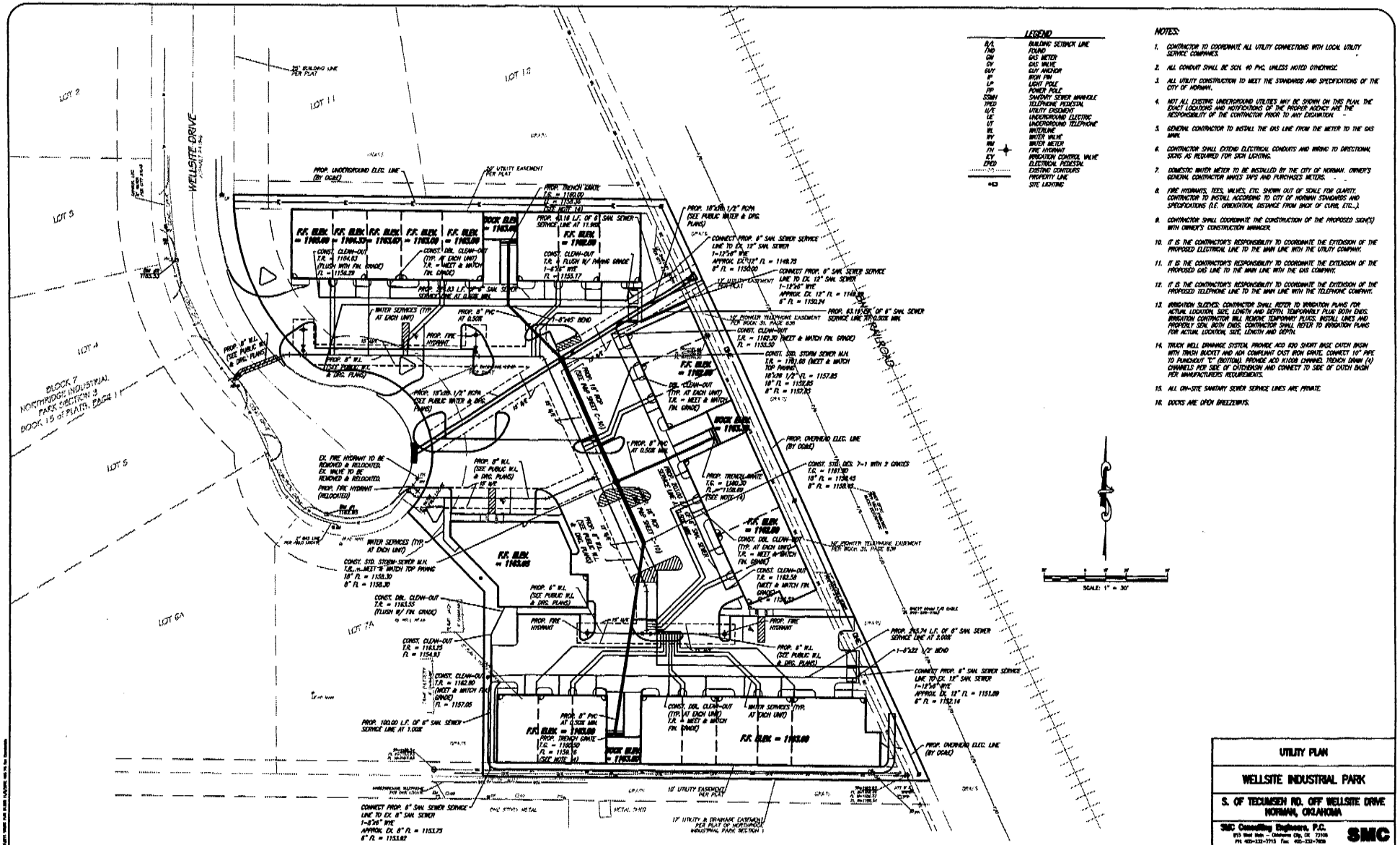
WELLSITE INDUSTRIAL PARK

S. OF TECUMSEH RD. OFF WELLSITE DRIVE
NORMAN, OKLAHOMA

SMC Consulting Engineers, P.C.
815 West Main • Oklahoma City, OK 73106
Ph: 405-232-7715 Fax: 405-232-7858
CERTIFICATE OF AUTHORIZATION NO. CA-1391 EXP. 06/30/2013
SMC

No.	Revision	By	Date

DATE: 3/7/13
DRAWN BY: WRC
PROJECT NO.: 5111.00
SCALE: 1" = 30'
CHECKED: OLE M. WIRCHINSKI, P.E. #18325
SHEET NO. C-7



LEGEND

B/L	BUILDING SETBACK LINE
FND	FOUND
GM	GAS METER
GV	GAS VALVE
GUY	GUY ANCHOR
IP	IRON PIN
LP	LIGHT POLE
PP	POWER POLE
SSMH	SANITARY SEWER MANHOLE
TPED	TELEPHONE PEDESTAL
U/E	UTILITY EASEMENT
UE	UNDERGROUND ELECTRIC
UT	UNDERGROUND TELEPHONE
WL	WATERLINE
WV	WATER VALVE
WM	WATER METER
FH	FIRE HYDRANT
ICV	IRRIGATION CONTROL VALVE
EPED	ELECTRICAL PEDESTAL
	EXISTING CONTOURS
	PROPERTY LINE
	SITE LIGHTING

NOTES:

1. CONTRACTOR TO COORDINATE ALL UTILITY CONNECTIONS WITH LOCAL UTILITY SERVICE COMPANIES.
2. ALL CONDUIT SHALL BE SCH. 40 PVC, UNLESS NOTED OTHERWISE.
3. ALL UTILITY CONSTRUCTION TO MEET THE STANDARDS AND SPECIFICATIONS OF THE CITY OF NORMAN.
4. NOT ALL EXISTING UNDERGROUND UTILITIES MAY BE SHOWN ON THIS PLAN. THE EXACT LOCATIONS AND NOTIFICATIONS OF THE PROPER AGENCY ARE THE RESPONSIBILITY OF THE CONTRACTOR PRIOR TO ANY EXCAVATION.
5. GENERAL CONTRACTOR TO INSTALL THE GAS LINE FROM THE METER TO THE GAS MAIN.
6. CONTRACTOR SHALL EXTEND ELECTRICAL CONDUITS AND WIRING TO DIRECTIONAL SIGNS AS REQUIRED FOR SIGN LIGHTING.
7. DOMESTIC WATER METER TO BE INSTALLED BY THE CITY OF NORMAN. OWNER'S GENERAL CONTRACTOR MAKES TAPS AND PURCHASES METERS.
8. FIRE HYDRANTS, TEES, VALVES, ETC. SHOWN OUT OF SCALE FOR CLARITY. CONTRACTOR TO INSTALL ACCORDING TO CITY OF NORMAN STANDARDS AND SPECIFICATIONS (I.E. ORIENTATION, DISTANCE FROM BACK OF CURB, ETC...).
9. CONTRACTOR SHALL COORDINATE THE CONSTRUCTION OF THE PROPOSED SIGN(S) WITH OWNER'S CONSTRUCTION MANAGER.
10. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE THE EXTENSION OF THE PROPOSED ELECTRICAL LINE TO THE MAIN LINE WITH THE UTILITY COMPANY.
11. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE THE EXTENSION OF THE PROPOSED GAS LINE TO THE MAIN LINE WITH THE GAS COMPANY.
12. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE THE EXTENSION OF THE PROPOSED TELEPHONE LINE TO THE MAIN LINE WITH THE TELEPHONE COMPANY.
13. IRRIGATION SLEEVES: CONTRACTOR SHALL REFER TO IRRIGATION PLANS FOR ACTUAL LOCATION, SIZE, LENGTH AND DEPTH. TEMPORARILY PLUG BOTH ENDS. IRRIGATION CONTRACTOR WILL REMOVE TEMPORARY PLUGS, INSTALL LINES AND PROPERLY SEAL BOTH ENDS. CONTRACTOR SHALL REFER TO IRRIGATION PLANS FOR ACTUAL LOCATION, SIZE, LENGTH AND DEPTH.
14. TRUCK WELL DRAINAGE SYSTEM: PROVIDE ACO 820 SHORT BASE CATCH BASIN WITH TRASH BUCKET AND ADA COMPLIANT CAST IRON GRATE. CONNECT 10" PIPE TO PUNCHOUT "C" (BOTTOM). PROVIDE ACO K1008 CHANNEL TRENCH DRAIN (4) CHANNELS PER SIDE OF CATCHBASIN AND CONNECT TO SIDE OF CATCH BASIN PER MANUFACTURERS REQUIREMENTS.
15. ALL ON-SITE SANITARY SEWER SERVICE LINES ARE PRIVATE.
16. DOCKS ARE OPEN BREEZEWAYS.

UTILITY STATEMENT & CAUTION:

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON A COMBINATION OF FIELD SURVEY INFORMATION, EXISTING DRAWINGS AND RECORDS OF THE VARIOUS UTILITY COMPANIES. THE ENGINEER MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE ENGINEER FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE ENGINEER HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

UTILITY PLAN

WELLSITE INDUSTRIAL PARK

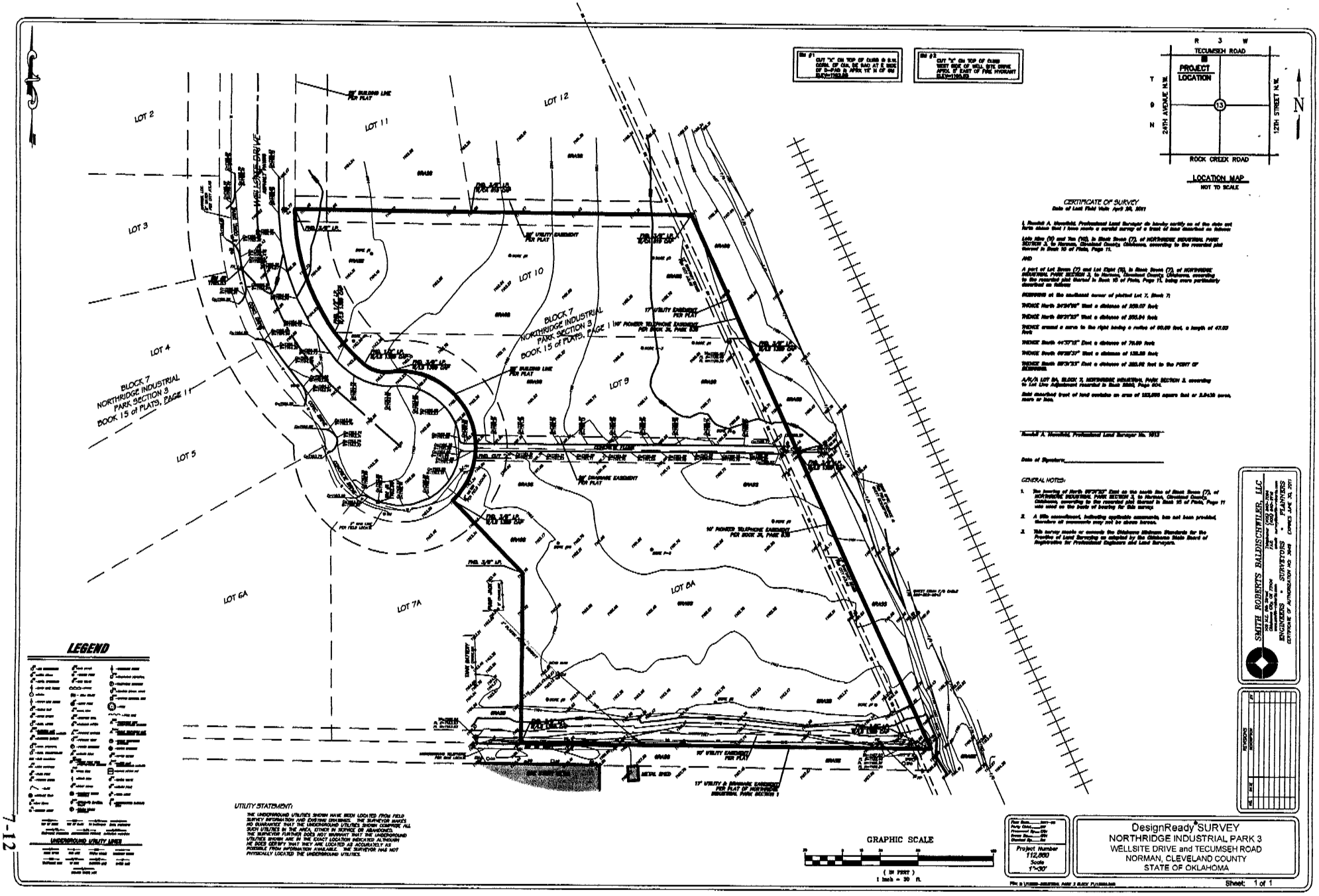
S. OF TECUMSEH RD. OFF WELLSITE DRIVE
NORMAN, OKLAHOMA

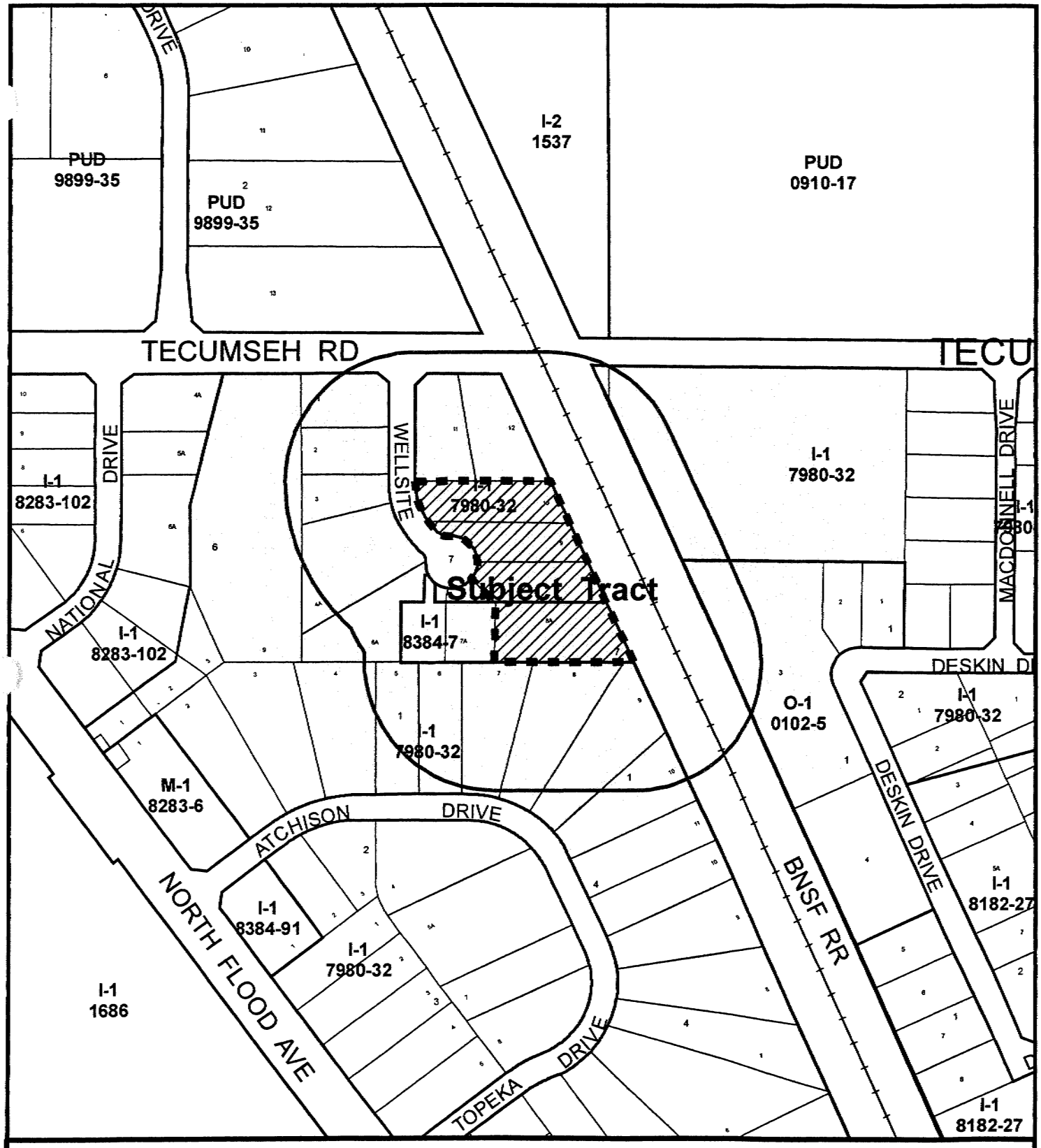
SMC Consulting Engineers, P.C.
8115 West 16th — Oklahoma City, OK 73108
PH: 405-232-7715 Fax: 405-232-7808
CERTIFICATE OF AUTHORIZATION NO. CA 464 EXP. 06/30/2013
SMC

No.	Revision	By	Date
1	CITY COMMENTS	RWC	10/04/12

Ole M. Harvarson 18525
NOT VALID FOR CONSTRUCTION UNLESS SIGNED IN THIS BLOCK

DATE: 3/7/11
DRAWN BY: RWC
PROJECT NO: SI11.00
SCALE: 1" = 30'
SHEET NO. C-9
DRAWER: OLE M. HARVARSON P.E. (18525)


LOT 2
LOT 3
LOT 4
LOT 5
LOT 6A
LOT 7A
LOT 8A
LOT 9
LOT 10
LOT 11
LOT 12
WELLSITE DRIVE
BLOCK 7
NORTHRIDGE INDUSTRIAL
PARK SECTION 3
BOOK 15 of PLATS, PAGE 11
BLOCK 7
NORTHRIDGE INDUSTRIAL
PARK SECTION 3
BOOK 15 of PLATS, PAGE 11
METAL SHED
LOCATION MAP
NOT TO SCALE
TECUMSEH ROAD
PROJECT LOCATION
24TH AVENUE N.W.
12TH STREET N.W.
ROCK CREEK ROAD
R 3 W
T 9 N
N
CERTIFICATE OF SURVEY
GENERAL NOTES:
LEGEND
UTILITY STATEMENT:
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.
SMITH ROBERTS BALDISCHWILER, LLC
SURVEYING
Project Number
112,000
Scale
1"=30'
DesignReady SURVEY
NORTHRIDGE INDUSTRIAL PARK 3
WELLSITE DRIVE and TECUMSEH ROAD
NORMAN, CLEVELAND COUNTY
STATE OF OKLAHOMA
Sheet: 1 of 1



Radius Map

350ft. Radius

Map Produced by the City of Norman
Geographic Information System.
(405) 366-5316
The City of Norman assumes no
responsibility for errors or omissions
in the information presented.

N
W E
S

0 150 300 Feet

November 8, 2012

Subject Tract
Radius
Parcels
Notification Area

ORDINANCE NO. O-1213-26 ITEM NO. 9

STAFF REPORT

GENERAL INFORMATION

APPLICANT	Nick Caddell (SMC Consulting Engineers, PC)
REQUESTED ACTION	Closure of a Drainage Easement

BACKGROUND: This is a request for closing a drainage easement located in the north ten foot (10') of Lot 8 and the south ten foot (10') of Lot 9, Block 7, Northridge Industrial Park, Section 3. The final plat was filed of record on June 29, 1984. The owner intends to develop the property in a different configuration than what was proposed with the original site plan. Currently, the easement conflicts with proposed building locations. SMC Consulting Engineers, P.C. has submitted new construction plans that will relocate the proposed structure that currently conveys the storm water runoff from the Wellsite cul-de-sac to the BNSF railroad right-of-way. A site plan has been submitted that shows the proposed layout of all the property within this ownership.

DISCUSSION: Franchised utilities were not notified since this is a drainage easement. A new drainage report has been submitted covering the existing platted lots and the proposed lots to be adjusted through a Lot Line Adjustment. Separate instrument easement will be required to cover the location of the new drainage facility.

RECOMMENDATION: The easements in question were specifically designed to convey storm water runoff from the cul-de-sac of the Wellsite through the industrial lots to the BNSF right-of-way. Staff recommends approval of this request to close the twenty foot (20') drainage easement located between Lots 8 and 9, Block 7, Northridge Industrial Park, Section 3.

NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES

JANUARY 10, 2013

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 10th day of January 2013. Notice and agenda of the meeting were posted at the Norman Municipal Building and online at http://www.normanok.gov/content/boards-commissions at least twenty-four hours prior to the beginning of the meeting.

Vice Chairman Chris Lewis called the meeting to order at 6:30 p.m.

* * *

Item No. 1, being:
ROLL CALL

MEMBERS PRESENT	Roberta Pailes Dave Boeck Tom Knotts Curtis McCarty Cindy Gordon Jim Gasaway Sandy Bahan Chris Lewis
MEMBERS ABSENT	Andy Sherrer

A quorum was present.

STAFF MEMBERS PRESENT	Susan Connors, Director, Planning & Community Development Jane Hudson, Principal Planner Ken Danner, Subdivision Development Manager Roné Tromble, Recording Secretary Leah Messner, Asst. City Attorney Larry Knapp, GIS Analyst II Terry Floyd, Development Coordinator David Riesland, Traffic Engineer

* * *

Item No. 9, being:
O-1213-26 – NICK CADDELL (SMC CONSULTING ENGINEERS, P.C.) REQUESTS CLOSURE OF THE DRAINAGE EASEMENT LOCATED ADJACENT TO LOTS 8A AND 9, BLOCK 7, NORTHRIDGE INDUSTRIAL PARK SECTION 3, LOCATED AT 3517 WELLSITE DRIVE.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Staff Report
3. Application for Closure and Attachments

PRESENTATION BY STAFF:
Mr. Danner reported that the final plat for Northridge Industrial Park was filed of record in 1984. Part of the public improvements was a drainage flume between Lots 8 and 9 that drained Wellsite Drive across this property into the railroad right-of-way. The applicant has made a request to close this drainage easement because it does not fit the plans that he has for the property. He has submitted new drawings, new construction plans from a professional engineer, which staff has reviewed. The drainage easement will be relocated and be an underground storm system. There will be an easement recorded for the new location, once the closure of the existing drainage easement is done.

PRESENTATION BY THE APPLICANT:
Tom McCaleb, SMC Consulting Engineers, representing the applicant – Mr. Caddell has bought the lots on both sides of this existing easement. The new layout requires that the easement be relocated because it won't work with the layout. They have contacted the railroad. There was an oil well issue, which has been resolved. The final steps are vacating the drainage easement, and then a building permit.

COMMENTS FROM THE AUDIENCE:
None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:
Dave Boeck moved to recommend approval of Ordinance No. O-1213-26 to the City Council. Sandy Bahan seconded the motion.

There being no further discussion, a vote on the motion was taken with the following result:

YEAS	Roberta Pailes, Dave Boeck, Tom Knotts, Curtis McCarty, Cindy Gordon, Jim Gasaway, Sandy Bahan, Chris Lewis
NAYES	None
ABSENT	Andy Sherrer

Ms. Tromble announced that the motion, to recommend approval of Ordinance No. O-1213-26 to the City Council, passed by a vote of 8-0.

* * *

City of Norman, OK

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

Master

File Number: AP-1213-21

File ID:	AP-1213-21	**Type:**	Appointment	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 8	**In Control:**	City Council
Department:	City Clerk Department	**Cost:**		**File Created:**	01/14/2013
File Name:	CPT Subcommittees Appointments			**Final Action:**	

Title: CONSIDERATION OF THE FOLLOWING APPOINTMENTS TO THE COMPREHENSIVE TRANSPORTATION PLAN SUBCOMMITTEES:

AUTOMOBILE CAPACITY AND QUALITY OF SERVICE AND PARKING
- CHARLES HOLLINGSWORTH, CO-CHAIR
- JOE SPARKS, CO-CHAIR
- JIM ADAIR
- ROBIN ALLEN
- STEPHEN KORANDA
- SUZANNE MCAULEY
- BILL NATIONS
- CHARLIE NICHOLSON
- RAINEY POWELL
- CHUCK THOMPSON

PEDESTRIAN AND BICYCLE MOBILITY AND SAFETY AND STREETSCAPE
- CHRIS APPLEGATE, CO-CHAIR
- BRAD WORSTER, CO-CHAIR
- ROGER BROWN
- EVAN DUNN
- JOHN HIGH
- DAVID HUDDLESTON
- MARGUERITE LARSON
- GARY MILLER
- MARK NANNY
- JENNIFER NEWELL
- RENEE O'LEARY
- LARRY WALKER

TRANSIT CAPACITY AND QUALITY OF SERVICE
- DOUG MYERS, CO-CHAIR
- TOM SHERMAN, CO-CHAIR
- MARY ALBERT
- RACHEL BUTLER
- TERESA CAPPS
- MARION HUTCHISON
- RICHARD MCKOWN
- CHRIS NANNY
- CODY PONDER
- LINDA SHANNON
- KARLEEN SMITH
- EVAN STAIR

FREIGHT MOVEMENT, AIRPORTS AND EMERGENCY RESPONSE
- WALT STRONG, CO-CHAIR

NICK HATHAWAY, CO-CHAIR
JIM BAILEY
HAROLD BROOKS
CHRIS DAVIS
DR. JOHN DYER
HAROLD HEIPLE
RICK NAGEL
JOE LESTER
EDDIE SIMS
JOE SOBER

Notes: ACTION NEEDED: Motion to confirm or reject the appointments.

ACTION TAKEN: _____

Agenda Date: 01/22/2013

Agenda Number: 8

Attachments: Text File CTP Subcommittees

Project Manager: Brenda Hall, City Clerk

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/22/2013					

Text of Legislative File AP-1213-21

body

INFORMATION: City Council in its meeting of September 13, 2011, approved Contract No. K-1112-43 with H.W. Lochner, Inc., to provide scoping services for a Comprehensive Transportation Plan (CPT) for the City of Norman. The Comprehensive Transportation Plan Citizen's Visioning Committee was appointed by City Council on September 27, 2011, to work with the CTP Steering Committee (Council Community Planning and Transportation Committee) and H.W. Lochner, Inc., on the scope of services for the CTP.

City Council, on November 13, 2012, approved Contract No. K-1213-86 with Freese and Nichols for the development of a Comprehensive Transportation Plan. The purpose of the contract is to provide a framework for the development and implementation of an efficient and comprehensive transportation system within Norman and its extraterritorial jurisdiction. This plan will be guided through work with the Community Visioning Committee and specific Modal Subcommittees. The four subcommittees are as follows:

Auto Capacity and Quality of Service and Parking - local access and circulation, regional connectivity, corridor management, congestion mitigation, safety, special area parking, and quality of service.

Pedestrian and Bicyclists Mobility and Safety and Streetscape - on-street bicycling, trails, sidewalks, lighting, street crossings, Americans with Disabilities Act (ADA), roadside and median treatments, neighborhood connectivity, gateways, and wayfinding.

Transit Capacity and Quality of Service - citywide bus services, mobility impaired services, OU focused services, other special area services, regional connections, commuter rail, AMTRAK, bus stop considerations, station area planning, carpool/vanpool, and quality of service.

Freight, Airports, Emergency Services - truck routes and impacts, railroad crossing safety and noise, hazardous materials, police/fire/EMS emergency response, special events management, and airport access.

The proposed subcommittee members include 15 of the original 17 members of the Council-appointed Citizen Visioning Committee (CVC) for the CTP Scoping Project. The other two members have declined to continue to serve for personal reasons. The other 30 members of the subcommittees were recommended by each of the Committee Co-Chairs, based upon their interest and expertise in each subject area. In addition to the CTP subcommittee meetings, there will be public meetings, social media opportunities, City Council study sessions, Council Community Planning and Transportation (Steering) Committee meetings and CVC meetings over the next 12 months during development of the City's Comprehensive Transportation Plan.

City of Norman, OK

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

Master

File Number: RPT-1213-28

File ID:	RPT-1213-28	**Type:**	Communication or Report	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 9	**In Control:**	City Council
Department:	Finance Department	**Cost:**		**File Created:**	01/04/2013
File Name:	Finance Director's Report December 2012			**Final Action:**	

Title: SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF DECEMBER 31, 2012, AND DIRECTING THE FILING THEREOF.

Notes: ACTION NEEDED: Motion to acknowledge receipt of the report and direct the filing thereof.

ACTION TAKEN: _____

Agenda Date: 01/22/2013

Agenda Number: 9

Attachments: Finance Director's Report December 2012

Project Manager: Anthony Francisco, Director of Finance

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File RPT-1213-28

DATE: 03-Jan-13

TO: City Council

FROM: Anthony Francisco, Director of Finance
REVIEWED BY: Clint Mercer, Chief Accountant
PREPARED BY: Debbie Whitaker, Municipal Accountant III

SUBJECT: Breakdown of Interest Earnings by Fund

	MONTHLY COMPARISON				ANNUAL COMPARISON			
FUND	MONTHLY BUDGETED INTEREST EARNINGS FYE13	MONTHLY INTEREST EARNINGS December 2012	MONTHLY % INCREASE (DECREASE)	MONTHLY % OF PORTFOLIO HOLDINGS	ANNUAL BUDGETED INTEREST EARNINGS FYE13-YTD	INTEREST EARNINGS YTD FYE13	YTD % INCREASE (DECREASE)	YTD % PORTFOLIO HOLDINGS
GENERAL FUND	$8,583	$1,138	-86.74%	0.45%	$51,500	$9,377	-81.79%	1.90%
NET REVENUE STABILIZATION	N/A	$639	100.00%	0.25%	N/A	$4,062	100.00%	0.82%
PUBLIC SAFETY SALES TAX FUND	N/A	$5,079	100.00%	2.01%	N/A	$28,094	100.00%	5.68%
ROOM TAX FUND	$250	$152	-39.38%	0.06%	$1,500	$682	-54.52%	0.14%
CAPITAL PROJECTS FUND	$12,500	$215,472	1623.78%	85.45%	$75,000	$271,372	261.83%	54.87%
SINKING FUND	$2,083	$1,072	-48.53%	0.43%	$12,500	$7,358	-41.14%	1.49%
G.O. BOND FUND	$167	$75	-55.00%	0.03%	$1,000	$479	-52.05%	0.10%
WESTWOOD FUND	$625	$16	-97.41%	0.01%	$3,750	$2,513	-32.98%	0.51%
WATER FUND	$10,000	$8,897	-11.03%	3.53%	$60,000	$54,645	-8.93%	11.05%
WASTEWATER FUND	$8,333	$4,355	-47.74%	1.73%	$50,000	$25,849	-48.30%	5.23%
DEVELOPMENT EXCISE	$16,667	$6,364	-61.82%	2.52%	$100,000	$39,234	-60.77%	7.93%
SEWER SALES TAX	$5,000	$3,302	-33.96%	1.31%	$30,000	$21,005	-29.98%	4.25%
SANITATION FUND	$2,500	$2,489	-0.45%	0.99%	$15,000	$12,042	-19.72%	2.44%
PARKLAND FUND	$1,250	$515	-58.84%	0.20%	$7,500	$3,348	-55.37%	0.68%
RISK MANAGEMENT FUND	N/A	$642	100.00%	0.25%	N/A	$3,414	100.00%	0.69%
TRUST & AGENCY FUNDS	N/A	$2	100.00%	0.00%	N/A	$16	100.00%	0.00%
TAX INCREMENT DISTRICT	$1,701	$662	-61.11%	0.26%	$10,208	$5,071	100.00%	1.03%
SPECIAL GRANTS FUND	N/A	$731	100.00%	0.29%	N/A	$2,894	100.00%	0.59%
CLEET FUND	N/A	$10	100.00%	0.00%	N/A	$72	100.00%	0.01%
HOUSING	N/A	$0	100.00%	0.00%	N/A		100.00%	0.00%
SITE IMPROVEMENT FUND	N/A	$20	100.00%	0.01%	N/A	$124	100.00%	0.03%
ARTERIAL ROAD FUND	N/A	$222	100.00%	0.09%	N/A	$1,298	100.00%	0.26%
SEIZURES	$42	$306	633.90%	0.12%	$250	$1,581	532.45%	0.32%
	$69,701	$252,159	261.77%	100.00%	$418,208	494,530	18.25%	100.00%

City funds are invested in interest bearing accounts and investment securities, as directed by the City's Investment Policy. Rates of return on these investments relate directly to current Treasury and Money Market rates. Total funds on deposit of $159.8 million as of 12/31/12 are represented by working capital cash balances of all City funds of approximately $ 76.1 million, outstanding encumbrances of $28.2 million, General Obligation Bond proceeds of $40.2 million, NUA revenue bond proceeds of $7.8 million, NMA bond proceeds of $740 thousand, and UNP TIF reserve amounts of $6.8 million.

INVESTMENT BY TYPE

December 31, 2012

LIST BY TYPE	SEC. NO.	PURCHASED	MATURITY	YIELD	EARNED INTEREST	COST	MARKET
**Checking							
BANK OF AMERICA	GEN'L DEP.			0.25%	$52.36	$247,298.28	$247,298.28
BANK OF OKLAHOMA	GEN'L DEP.			0.15%	$3,450.13	$27,508,040.84	$27,508,040.84
BANK OF OKLAHOMA	WARRANTS PAYABLE					($373,459.27)	($373,459.27)
BANK OF OKLAHOMA	PAYROLL					($2,613,811.76)	($2,613,811.76)
BANK OF OKLAHOMA	COURT BOND REFUNDS					$236,499.83	$236,499.83
BANK OF OKLAHOMA	INSURANCE CLAIMS					($127,793.67)	($127,793.67)
BANK OF OKLAHOMA	LOCK BOX					$1,676,481.17	$1,676,481.17
BANK OF OKLAHOMA	FLEXIBLE SPENDING					$5.78	$5.78
**Subtotal					$3,502.49	$26,553,261.20	$26,553,261.20
**Money Market							
BANCFIRST-NUA	MONEY MKT.			0.01%	$5.70	$207,394.61	$207,394.61
BANCFIRST-NMA Sanitat.	MONEY MKT.			0.01%	$2.86	$398,340.04	$398,340.04
BANCFIRST-NMA Golf	MONEY MKT.			0.01%	$0.92	$341,306.73	$341,306.73
BANCFIRST-NUA Water	MONEY MKT.			0.01%	$43.33	$7,595,518.56	$7,595,518.56
BANK OF OKLAHOMA UNP TIF	MONEY MKT.			0.01%	$45.98	$6,283,274.73	$6,283,274.73
REPUBLIC BANK UNP TIF	MONEY MKT.			0.40%	$154.11	$468,922.76	$468,922.76
FIRST FIDELITY	MONEY MKT.			0.25%	$15.27	$0.00	$0.00
BANK OF OKLAHOMA	MONEY MKT.			0.15%	$3.93	$26,080.01	$26,080.01
BANK OF OKLAHOMA	MONEY MKT.			0.15%	$27.63	$220,731.08	$220,731.08
BANK OF OKLAHOMA-Clean Wtr	MONEY MKT.			0.15%	$3.67	$100.65	$100.65
BANK OF OKLAHOMA- 2008A	MONEY MKT.			0.15%	$77.38	$606,878.52	$606,878.52
BANK OF OKLAHOMA-2008B	MONEY MKT.			0.15%	$130.66	$1,009,725.69	$1,009,725.69
BANK OF OKLAHOMA-2010	MONEY MKT.			0.15%	$28.10	$78,042.18	$78,042.18
BANK OF OKLAHOMA-2012A	MONEY MKT.			0.15%	$35.43	$278,870.80	$278,870.80
BANK OF OKLAHOMA-2012B	MONEY MKT.			0.15%	$1,917.93	$15,097,843.20	$15,097,843.20
BANK OF OKLAHOMA-2012C	MONEY MKT.			0.15%	$372.09	$2,918,685.59	$2,918,685.59
BANK OF OKLAHOMA-2012D	MONEY MKT.			0.15%	$205,155.88	$20,174,313.55	$20,174,313.55
**Subtotal					$208,020.87	$55,706,028.70	$55,706,028.70
**Sweep/Overnight							
JP MORGAN	SHORT TERM			0.00%	$0.00	$115,633.11	$115,633.11
**Certificate of Deposit							
FIRST FIDELITY BANK	CD	09/30/12	09/30/13	0.30%	$62.50	$250,000.00	$250,000.00
GREAT NATIONS BANK	CD	09/30/12	09/30/13	0.65%	$135.42	$250,000.00	$250,000.00
VALLIANCE BANK	CD	11/30/12	11/30/13	0.45%	$93.54	$250,000.00	$250,000.00
**Subtotal					$291.46	$750,000.00	$750,000.00
**U.S. Treasury Securities/Agency Securities							
FFCB	31331G2R9	03/31/10	12/07/12	1.58%	30.97		
US T-Note	912828MN7	05/20/11	02/15/13	0.48%	2,833.72	7,500,000.00	$7,511,400.00
FFCB	31331JBV4	06/30/11	02/21/13	0.49%	762.12	2,000,000.00	$2,004,160.00
FHLMC	312SX1EJ2	12/31/09	05/22/13	2.08%	3,534.60	2,000,000.00	$2,032,100.00
FHLB	3133XYHD0	07/22/10	06/14/13	1.05%	3,484.75	4,000,000.00	$4,026,840.00
FFCB	31331KET3	05/20/11	09/23/13	0.80%	3,314.66	5,000,000.00	$5,028,950.00
FHLB	313376UFO	03/30/12	01/29/14	0.38%	2,103.95	7,500,000.00	$7,514,775.00
FAMCA	31315PSG5	09/29/11	03/14/14	1.50%	900.18	2,000,000.00	$2,030,700.00
US T-Note	912828KV1	06/30/11	05/31/14	0.76%	2,157.23	3,500,000.00	$3,599,540.00
FHLB	313379SK6	08/31/12	07/02/14	0.40%	1,110.65	4,500,000.00	$4,510,080.00
FNMA	31398A3G5	08/31/11	09/08/14	1.50%	1,264.95	3,000,000.00	$3,054,360.00
FFCB	3133EC5G5	11/29/12	11/26/14	0.25%	574.20	2,500,000.00	$2,498,100.00
FNMA	3136FPEW3	03/30/12	12/16/14	1.50%	450.89	1,000,000.00	$1,022,480.00
FFCB	3133EANJ3	05/31/12	05/01/15	0.50%	2,246.84	5,500,000.00	$5,519,635.00
FHLB	3133XWNB1	08/30/12	06/12/15	2.70%	433.23	3,170,000.00	$3,364,289.30
FNMA	3135G0LN1	05/31/12	07/02/15	0.50%	2,672.53	5,500,000.00	$5,519,140.00
FNMA	3136FPAB3	11/30/11	08/18/15	0.96%	2,007.86	2,500,000.00	$2,603,600.00
FNMA	31398A3T7	11/30/11	09/21/15	1.00%	1,675.69	2,000,000.00	$2,087,440.00
FHLB	3133796P9	04/30/12	10/30/15	0.60%	1,822.92	3,500,000.00	$3,522,820.00
FHLB	3133724Y7	04/27/12	12/23/15	1.90%	1,633.99	3,000,000.00	$3,141,120.00
FNMA	3135G0ES8	05/31/12	11/15/16	1.30%	2,953.00	4,250,000.00	$4,378,307.50
FNMA	31359M2D4	12/24/12	12/15/16	4.88%	2,375.00	2,800,000.00	$3,262,364.00
**Subtotal					40,343.93	76,720,000.00	$78,232,200.80
TOTAL					252,158.75	159,844,923.01	$161,357,123.81

The Governmental Accounting Standards Board requires the reporting of market values of investment securities. These market values represent the amount of money the security would sell for on the open market, if cash flow demands were such that the security had to be sold. The City of Norman purchases investment securities with the intent of holding them to maturity, as stated in the City's Investment Policy. Only in exceptional circumstances would securities be sold before their maturity, due to cash flow demands or favorable market conditions.

City of Norman, OK

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

Master

File Number: RPT-1213-27

File ID:	RPT-1213-27	**Type:**	Communication or Report	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 10	**In Control:**	City Council
Department:	City Manager Department	**Cost:**		**File Created:**	01/04/2013
File Name:	DEPT REPORT DECEMBER 2012			**Final Action:**	

Title: SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF DECEMBER, 2012, AND DIRECTING THE FILING THEREOF.

Notes: ACTION NEEDED: Motion to acknowledge receipt of the reports and direct the filing thereof.

ACTION TAKEN: _____

Agenda Date: 01/22/2013

Agenda Number: 10

Attachments:

Project Manager: Carol Coles, Administrative Assistant

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File RPT-1213-27

City of Norman, OK

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

Master

File Number: K-1213-67

File ID:	K-1213-67	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 11	**In Control:**	City Council
Department:	Parks and Recreation Department	**Cost:**	$5,897,900.00	**File Created:**	01/09/2013
File Name:	Legacy Park Construction Project			**Final Action:**	

Title: CONSIDERATION OF ACCEPTANCE BY THE NORMAN TAX INCREMENT FINANCE AUTHORITY OF BID NO. 1213-39 FOR THE LEGACY PARK CONSTRUCTION PROJECT AND AUTHORIZING THE CHAIRMAN TO SIGN CONTRACT NO. K-1213-67 WITH CGC, L.L.C., IN THE AMOUNT OF $5,897,600 AND THE SUBSEQUENT PERFORMANCE, STATUTORY AND MAINTENANCE BOND; AND BUDGET APPROPRIATION.

Notes: ACTION NEEDED: Acting as the Norman Tax Increment Finance Authority, motion to accept or reject all bids meeting specifications; and, if accepted, award the bid to CGC, L.L.C., in the base bid amount of $5,525,900 plus Add Alternate Nos. 6, 7, 8, 9, 10, 12, and 13 for a total contract amount of $5,897,900 as the lowest and best bidder meeting specifications; authorize the Chairman to sign Contract No. K-1213-67, Performance Bond No. B-1213-22, Statutory Bond No. B-1213-23, and Maintenance Bond No. MB-1213-18 contingent upon the City Attorney's approval, authorize the Norman Utilities Authority as part of the contract to pay subcontractors for equipment and supplies for the Legacy Park Construction Project; and appropriate $5,897,900 from the University North Park TIF Fund (057-0000-253.20-00) to Project No. UT-0098, UNP Legacy Park and Trail Project, Construction (057-9518-431.61-01).

ACTION TAKEN: _____

Agenda Date: 01/22/2013

Agenda Number: 11

Attachments: TExt File Legacy Park, Bid Record Legacy, Legacy Add Alternates, K-1213-67, TIF Oversight Minutes, Pert Exc January 8 Conference Minutes - Legacy, PR CGC

Project Manager: Jud Foster, Director of Parks and Recreation

Entered by: suzanne.terry@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/22/2013					

Text of Legislative File K-1213-67

Body

BACKGROUND: A separately identified component of the Project Plan for the University North Park Tax Increment Finance District (UNP TIF) adopted in May of 2006 was the development of Legacy Park. On October 23, 2007, the City of Norman and the Norman Tax Increment Finance Authority approved contract K-0708-76, "Development Agreement No. Three for the Development of Legacy Park", with University Town Center, LLC and University North Park, LLC (DA#3). On April 22, 2008, The Norman Tax Increment Finance Authority entered into Contract No. K-0708-142 with Howard-Fairbairn Site Design, Inc., for the design of the Legacy Park Project, located on land in the University North Park (UNP) area. On June 23, 2009, the Norman Tax Increment Finance Authority (NTIFA) authorized the issuance of its Series 2009 Tax Increment Revenue Notes (Resolution No. R-0809-161). Among other things, the 2009 NTIFA Notes authorized up to $5,100,000 to finance the construction of Legacy Park. Release of funds for the construction of Legacy Park was conditioned on the parties reaching an agreement on Development Agreement No. 5.

The Howard-Fairbairn design of Legacy Park was presented to the TIF Oversight Committee and the City Council in the fall of 2009. Bid documents were prepared and construction bids were accepted for Legacy Park in December of 2009. The base bids with all add alternates exceeded the amount set aside for park construction. In addition, there continued to be an issue regarding ownership of the land for the park site not being conveyed to the City of Norman and consequently, the construction contract was not awarded, and the original bids allowed to lapse in 2010.

On May 8, 2012, the City of Norman and the Norman Tax Increment Finance Authority approved Contract No. K-1112-125 (also known as Development Agreement #5), "An Agreement Setting Forth Obligations Related to the Development of the Norman University North Park Project", with University North Park, LLC, University Town Center, LLC, and UNP Realty Investors, LLC. Among other things, this agreement made available additional funding from the 2009 NTIFA Notes, up to $7.99 million, for the construction of Legacy Park and associated roadway improvements. This additional funding was made available by recognizing savings realized during the construction of the Rock Creek Overpass and the lender's commitment to loan the full amount authorized under the 2009 Revenue Notes by allowing funding originally identified for Rock Creek Overpass construction to be drawn and utilized for Legacy Park and associated roadway improvement construction.

On July 24, 2012, the City of Norman approved the final plat for University North Park Addition Section IX and acceptance of public dedication of Parkland for Legacy Park. Once the final plat for University North Park Addition Section IX was filed, the City of Norman obtained full ownership of the site to be developed as Legacy Park. Having resolved both the park land ownership issue and strengthened the NTIFA's position for the construction funding of Legacy Park, Howard-Fairbairn was asked to update construction bid documents and rebid the project.

On October 19 and 26, 2012, Bid No. 1213-39 for the Legacy Park Construction Project was advertised in the *Norman Transcript, Bid News/i-squarefoot, e-plan* and *Dodge Report*. Bid packets were obtained by ten general contractors, five of whom responded with complete bids. The Bid Packet included a base bid for construction and twelve add-alternates, which are listed in an attachment. Bids were publicly opened by the Purchasing Division on November 20, 2012. The Bids were presented to the Council on December 11, 2012, to the TIF Development Oversight Committee on December 18, 2012, and discussed again with the Council on January 8, 2013. In accordance with the feedback from the TIF Oversight Committee and the Council, Contract K-1213-67 is being presented to Council for formal consideration at this time.

DISCUSSION: The lowest and best-qualified bid was submitted by CGC, LLC in the Base Bid amount of $5,525,900. This bid included the park "wishbone" entry drive; enhanced treatment of Legacy Park Drive; entry portals; the amphitheater stage, cover and seating area; a 1-acre pond with programmable fountains; a promenade walk around the pond; a restroom building; walkways and trails along the west side park area; arbor structures along the west side walkways; and extensive landscaping, irrigation and pedestrian lighting.

Parks and Recreation Department staff and the design consultant presented information about the base bid and alternates to the City Council and the TIF Development Oversight Committee as noted above.

Considering the input and discussion at those meetings, a contract in the amount of $5,897,900 for the Legacy Park Construction Project with CGC, LLC is recommended. This proposed contract includes the base bid and add-alternate numbers 1, 6, 7, 8, 9, 10, 12 and 13.

Not include in the proposed contract at this time is add-alternate numbers 2 through 5, that would add primarily landscaping and trail improvements around the upper perimeter of the detention facility immediately west of Academy Outdoor Sports. The savings from deferring add-alternate numbers 2 through 5 was approximately $258,000. Staff was directed to seek alternative funding options for these items in cooperation with the developer or to bring them back as a change order item if it appears sufficient funding remains closer to the end of the Legacy Park construction project.

Also not included in the proposed contract at this time is add-alternate number 11, providing cascading water features on both sides of the stage area is not included in Contract K-1213-39. The bid for this item was $865,000. Council asked that Howard-Fairbairn explore other fountain enhancing options that could be consider by Council to determine if there is another potential use of these funds that would have a greater impact on the overall park project.

The project will be funded from proceeds drawn from the Norman Tax Increment Finance Authority Tax Increment Revenue Note, Series 2009. There is adequate funding from this source for Contract K-1213-39 and associated roadway improvement for the construction of Legacy Park. Loan draws will be made as expenses are incurred.

Staff recommends awarding Contract K-1213-67 to CGC, LLC, in the total amount of $5,897,900 for the Legacy Park Construction Project.

RECOMMENDATION NO.1: It is recommended that Bid No. 1213-39 for the Legacy Park Construction Project be awarded to CGC, L.L.C., in the amount of $5,897,600.

RECOMMENDATION NO.2: It is further recommended upon approval of Bid 1213-39 that $5,897,900 be appropriated from University North Park TIF Fund Balance (account #057-0000-253.20-00) to Legacy Park Construction (account 057-9518-431.61-01; Project UT0098).

RECOMMENDATION NO.3: It is further recommended upon awarding Bid 1213-39 that the Chairman be authorized to sign Contract No. K-1213-67 with CGC, L.L.C., and Performance Bond No. B-1213-22, Statutory Bond No. B-1213-23, and Maintenance Bond No. B-1213-18 contingent upon approval by the City Attorney

RECOMMENDATION NO. 4: It is further recommended that the Norman Tax Increment Finance Authority allow the Director of Parks and Recreation to approve the purchase of equipment and materials directly from vendors at prices agreed to by CGC, L.L.C..

CITY OF NORMAN

BID ITEM: Legacy Park

BID NO: 1213-39

DATE: 11/20/12

	Atlas General Contracting Bixby, OK	W.L. McNatt & Company OKC, Oklahoma	CGC Edmond, OK	Miller-Tippens OKC, Oklahoma	Downey Contracting, LLC. OKC, Oklahoma	Engineers Estimate		
Lump Sum Total Bid:	$6,840,000	$7,380,000	$5,525,900	$7,197,945	$6,948,000	$6,018,500	$	$
Add Alternate #1, Railing on each side of the stage at the	$ 44,000	$ 45,000	$ 35,000	$ 45,962	$ 44,975	$ 29,880	$	$
Add Alternate #2, Landscape Plantings & Sod for North,	$ 55,000	$ 44,000	$ 35,000	$ 45,157	$ 44,188	$ 84,250	$	$
Add Alternate #3, Detention Pond Sidewalks, including all	$ 63,000	$ 70,000	$ 65,000	$ 99,684	$ 70,000	$ 98,850	$	$
Add Alternate #4, Detention Pond Benches & Trash Receptacles, including all	$ 25,000	$ 30,000	$ 38,000	$ 23,992	$ 29,500	$ 40,350	$	$
Add Alternate #5, Detention Pond Lighting-Type AA,	$ 96,000	$ 90,000	$ 120,000	$ 118,727	$ 87,000	$ 142,500	$	$
Add Alternate #6, Amphitheater Seat Wall Light	$ 22,000	$ 22,000	$ 36,000	$ 36,053	$ 22,500	$ 74,675	$	$
Add Alternate #7, Stage Floor Light Fixtures-Type KK	$ 4,000	$ 4,000	$ 7,000	$ 6,531	$ 4,500	$ 17,300	$	$
Add Alternate #8, Decorative Light Fixtures on top of Entry	$ 13,000	$ 13,000	$ 12,000	$ 17,371	$ 14,000	$ 36,895	$	$
Add Alternate #9 Type AA Light, 14' Pole Fixtures(West	$ 86,000	$ 80,000	$ 102,000	$ 101,783	$ 77,000	$ 101,150	$	$
Add Alternate #10, Decorative Light Fixtures-	$ 8,000	$ 30,000	$ 23,000	$ 28,387	$ 29,000	$ 21,900	$	$
Add Alternate #11, Two Cascading Water Features	$1,327,000	$1,380,000	$ 865,000	$1,422,590	$1,480,000	$ 950,000	$	$
Add Alternate #12, Green-screen Portals with (8) Type	$ 56,000	$ 10,000	$ 27,000	$ 36,215	$ 32,000	$ 52,900	$	$
Add Alternate #13, Lower Arbor Sections @ West Side	$ 329,000	$ 813,000	$ 130,000	$ 329,700	$ 204,000	$ 246,510	$	$
Add Alternate #14, The Contactor will provide an	$ 1,000	$ 1,000	$ 0	$ 986	$ 900	$ 2,000 deduct	$	$
	$	$	$	$	$	$	$	$
	$	$	$	$	$	$	$	$

Received and Opened Frederick Duke

Date 11-20-12

Contract # K-1213-67

CONTRACT

THIS CONTRACT made and entered into this 22 day of January, 2013, by and between CGC, LLC as Party of the First Part, hereinafter designated as the CONTRACTOR, and the Norman Tax Increment Finance Authority, a Public Trust, hereinafter designated as the Authority, Party of the Second Part.

WITNESSETH

WHEREAS, the Authority has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all said bidding documents, and has caused Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following project:

LEGACY PARK

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said contract; and

WHEREAS, the Contractor in response to said Solicitation for Bids, has submitted to the Authority on the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and

WHEREAS, the Authority, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named Contractor to be the lowest and best bidder on the above-prepared project, and has duly awarded this contract to said Contractor, for the sum named in the proposal, to wit: Five Million Eight Hundred Ninety Seven Thousand Nine Hundred Dollars ($5,897,900);

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed, and hereby agree, as follows:

1. The Contractor shall, in a good and first-class, workmanlike manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this Contract and the following Contract Documents:

Specifications, Provisions and Bonds thereto, all of which documents are on file in the office of the City Clerk of the City of Norman, and are made a part of this Contract as fully as if the same were set out at length, with the following additions and or exceptions: (If none, so state.)

2. The Authority shall make payments to the Contractor in the following manner: On or about the first day of each month, the project engineer, or other appropriate person, will make accurate estimates of the value, based on contract prices, or work done, and materials incorporated in the

work and of materials suitably stored at the site thereof during the preceding calendar month. The Contractor shall furnish to the project engineer, or the appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit as required by Senate Bills 469 of the 1974 Legislature.

On completion of the work, but prior to the acceptance thereof by the Authority, it shall be the duty of the project engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said Contract Documents; and upon making such determinations said official shall make his final certificate to the Authority.

The Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the contract bonds for payment of the final estimates to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid.

3. It is further agreed that the Contractor will commence said work within Ten days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same in 420 calendar days.

The Notice to Bidders published in the Norman Transcript November 2, 2012, the instructions to bidders, the special and general provisions of specifications and the Contractor's bid or proposal, each of said instruments on file in the office of the City Clerk of the City of Norman, are hereby referred to and by reference thereto are made part of this contract as if fully written in detail herein or attached thereto.

To that end, no provision of this contract or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the Authority to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of the Contractor, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligation of the Contractor; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the Authority or in any way to restrict the freedom of the Authority to exercise full discretion in its dealing with the Contractor.

4. The sworn, statement below must be signed and notarized before this Contract will become effective.

Contract # K-1213-67

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the _____ day of _____, 20_____.

CORPORATE SEAL

CGC,LLC

ATTEST: Jeri Drake
Corporate Secretary

BY Jimmie Wright
President

STATE OF Oklahoma)
COUNTY OF Oklahoma)

Jimmie Wright, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by Contractor to submit the above Contract to the Authority. Affiant further states that Contractor has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the Authority any money or other thing of value, either directly or indirectly, in the procuring of the contract.

Jimmie Wright
President

Subscribed and sworn to before me this 15th day of January, 2013

Tammy Schuler
Notary Public

My Commission Expires: 10-31-13
Commission Number: 01018200

AUTHORITY

Approved as to form and legality this ____ day of _____, 20_____.

_____
City Attorney

Approved by the Authority this _____ day of _____, 20____.

_____
Chairman

ATTEST:

_____
Secretary

TIF #2 OVERSIGHT COMMITTEE MINUTES (UNIVERSITY NORTH PARK TIF)
STUDY SESSION ROOM
201 WEST GRAY
1:30 P.M.
December 18, 2012

The Tax Increment Financing District #2 - University North Park ("UNP TIF") Oversight Committee met at 1:30 p.m. in the Municipal Building Study Session Room on the 18th day of December, 2012.

PRESENT:	Gail Poole, Ted Smith, Joe Siano, Hal Ezzell, Mike Givel, Fred Walden, and Chair Haralson
ABSENT:	Janese Shephard and Heath Hans
OTHERS PRESENT:	Anthony Francisco, Finance Director Jeff Bryant, City Attorney Kathryn Walker, Assistant City Attorney Clint Mercer, Chief Accountant

The meeting was called to order by Chair Haralson at 1:31 pm. A quorum was present.

A motion was made and seconded to approve the November 20, 2012 minutes. No changes were suggested and the motion passed unanimously.

Anthony Francisco requested changing the order of the agenda items so Chairman Haralson proceeded to item 6 regarding Legacy Park construction. Jud Foster provided a presentation (see attached) regarding the Legacy Park construction bids received by the City on November 20, 2012. He noted the low bid was received from CGC, LLC. The bid was solicited with a base bid and 14 add alternatives. CGC, LLC bid $5,525,900 for the base bid and $1,495,000 for all 14 add alternatives. Jud provided information on what was included in the base bid and each of the 14 add alternatives. As Jud proceeded through each add alternate, items 2 through 5 were discussed with particular concern as they related to improvements in and around the detention pond area to the north of the main park. Most of the concern related to ownership of the detention area (raised by Hal Ezzell). Jeff Bryant noted that Academy actually owned the detention area but might be willing to provide an easement to the City. Discussion ensued regarding maintenance of the area after improvement and if the City would maintain the area which Jeff Bryant felt the City would in that case. Concern was raised by Chairman Haralson regarding if this situation would be unfair to others within the City who have to maintain their easements.

Ted Smith made a motion to exclude add alternative items 2 through 5 from the bid award and Hal Ezzell seconded the motion. Mike Givel and Joe Siano both expressed that it was possibly too early to exclude these improvements and wanted to adopt a "wait and see" policy to be addressed later as park construction proceeded. Hal Ezzell expressed concerns regarding losing the investment made if the owner decided to make changes to the detention pond area later down the road. Ted Smith withdrew his motion.

Hal Ezzell made a motion that was seconded by Mike Givel to report to Council the Committee's openness to development of the detention area but to highlight the ownership concerns raised. Motion passed unanimously.

As Jud Foster continued his presentation, Ted Smith made comments regarding the lack of a restroom/dressing room area closer to the stage. Discussion ensued. Ted Smith suggested saving funds by deleting add alternative 11 (cascading water features - $865,000) to fund an additional restroom/dressing room in the stage area. Hal Ezzell agreed with the need for a stage-area restroom/dressing room but noted that the cascading water features would be a really nice addition to the park as a whole. Mike Givel also voiced his support for the cascading water features noting that Legacy Park will be the "jewel" of the Norman park system. Hal Ezzell asked if the park construction was being financed or paid with cash. Jeff Bryant and Anthony Francisco both noted that it was being financed with the previously approved 14.56 million dollar note.

Jeff Bryant summed up the Committee's views on the park construction as: "Do as presented all components except add alternative items 2 through 5, explore the detention area ownership issue as expressed in the previous motion and look into the restroom/dressing room design issues to see if changes can be made." Hal Ezzell made a motion to adopted Jeff's comment as a formal motion memorializing the Committee's views. The motion was seconded by Joe Siano and passed unanimously.

Anthony Francisco noted in regards to agenda items 2 through 5 that nothing significant needed to be reported. Jeff commented that the economic development project was progressing along but nothing new could be reported at this time.

The meeting was adjourned at 2:25 pm.

Item 1, continued:

Items submitted for the record

1. PowerPoint presentation entitled, "Water Conservation," January 2013
2. City of Norman Water Conservation Plan 2011
3. Letter from Mr. Randy Worden, General Manager, Central Oklahoma Master Conservancy District, to Mark Edward, City Manager, City of Del City; Guy Henson, City Manager, City of Midwest City; and Steven D. Lewis, City Manager, City of Norman, dated December 27, 2012

Participants in discussion

1. Mr. Ken Komiske, Director of Utilities
2. Mr. Chris Mattingly, Utilities Superintendent
3. Mr. Steve Lewis, City Manager

Item 2, being:

DISCUSSION OF LEGACY PARK CONSTRUCTION BIDS.

Mayor Rosenthal said the Legacy Park construction bids need to be discussed and direction given to Staff so it may be placed on the January 22, 2013, Council agenda before the bids expire. Mr. Jud Foster, Director of Parks and Recreation, highlighted the Legacy Park construction bid process stating the project bids were opened November 20, 2012, and the engineer's estimate for the base bid was $6,018,500 with an additional $1,897,160 for alternate items for a total bid estimate amount of $7,915,660. He said the City received five (5) bids total with the lowest bid from CGC, L.L.C., in the amount of $5,525,900 for the base bid with an additional $1,495,000 for alternates for a total bid amount of $7,020,900. Mr. Foster said the bids were extended to January 31, 2013, and it is important to get a contract awarded before the bids expire as well as before new price increases go into effect on contractor supplies.

Mr. Foster highlighted project bid alternates as follows:

1.	Stage Railing at east side pond edge	$ 35,000
2.	Added walking trail landscape plantings and sod	$ 35,000
3.	Added walking trail sidewalks	$ 65,000
4.	Added walking trail benches and trash receptacles	$ 38,000
5.	Added walking trail lighting	$ 120,000
6.	Amphitheatre seat wall light	$ 36,000
7.	Stage floor light fixtures	$ 7,000
8.	Decorative light fixtures at entry	$ 12,000
9.	Pole fixtures (14')	$ 102,000
10.	Decorative light fixtures	$ 23,000
11.	Cascading water features	$ 865,000
12.	Green screen portals	$ 27,000
13.	Lower arbor sections (west)	$ 130,000
14.	Glass block in restroom	$ - 0 -
	TOTAL	$1,495,000

Mr. Foster said the bid results were presented to the Tax Increment Finance (TIF) Development Oversight Committee with Council comments from their December 18, 2012, meeting were discussed regarding alternates two (2) through five (5) (listed above). He said the TIF Development Oversight Committee felt the alternate improvements for items 2-5 would be nice to have but suggested deferring them until later in the project. Mr. Foster said the TIF Development Oversight Committee also had concerns about the location of the restrooms relative to the distance from the stage area and Staff, along with the project engineers, continues to explore options of relocating the restroom building. He said the location of the restroom building is limited because of the where the sanitary sewer line can be placed due to the

Item 2, continued:

area being a very tight site in terms of grading and sewer well capacity. Mr. Foster said it is possible to relocate the sanitary sewer line 80 to 100 feet to the south which would put it next to the restaurant site and therefore may not be recommended as a good choice.

Mr. Foster said alternate items two through five are improvements around the detention pond and have a total cost of $258,000 which have been taken out of the original bid, therefore bringing the revised alternate items to $1,237,000 for a total revised bid of $6,762,900.

Mr. Foster highlighted the Legacy Park Construction and 24th Avenue Intersection improvements as follows:

▪ Construction Bid with Alternate Items (except 2 through 5)	$ 6,762,900
▪ Rebid Cost, Construction Project Oversight and Testing	$ 164,068
▪ Legacy Park and 24th Avenue Intersection Contract	$ 678,370
TOTAL	$ 7,605,388

Councilmember Kovach asked how much it would cost to make the water in the main pond programmable so it could be set to music and/or a concert. Mr. Scott Howard, Fairbairn Site Design, Inc., said he would need to check with the water feature consultant to find out the additional cost. Councilmember Kovach said he would like to know the cost upgrade for the center/main pond and hopefully it would come in less than the two side water features that would honestly be more of a distraction from the main feature.

Councilmember Jungman requested explanation for alternate item #11 – cascading water feature, stating the $865,000 is a bit of a sticker (price) shock and Mr. Howard said the cascading water features will be clad in stone on the pond side while the upper pool water will bubble out of a series of 20 to 30 cylindrical acrylic tubes, each having LED fixtures that allow color changing as well as being different diameters and heights. Mr. Howard said the upper pool will have glass tile lining and will include motion of the water coming out of the tubes, spilling over the cascading feature having an appearance of flowing into the big pond but actually will not because the two are separate. Councilmember Griffith asked if there are water fountains in the upper level pool and Mr. Howard said yes. Councilmember Jungman asked the elevation drop from the top to the bottom and Mr. Howard said about three feet.

Mayor Rosenthal agreed that the cascading water feature is very costly especially when thinking about the investments made in other City parks, but she did not object to making some of the water features a little more dramatic in the center of the pond. She felt the money savings are essentially savings from the Rock Creek Bridge and asked if the savings could be devoted to cultural facilities rather than an $865,000 aesthetic water feature.

Councilmember Williams asked what would take the place of the cascading water feature if it was not placed in the park and Mr. Howard said more plaza space. Councilmember Jungman asked the distance between the corner of the proposed water feature and the corner of the planter located in the plaza and Mr. Howard said approximately 12 to 15 feet, easily enough room for pedestrian pass-through. Mr. Howard said that particular area would be opened up if Council decided not to have the water feature.

Councilmember Jungman said he would like alternate item #2 added back to the bid because he felt the additional landscaping would "hide" the back side of the Academy store, as well as give a buffer from the Interstate 35. He felt the additional landscaping will enhance Legacy Park and Mayor Rosenthal said she is supportive of landscaping in the right-of-way, but felt it could be added at a later time. Mayor Rosenthal suggested planting trees closer together in order to gain the dramatic visual impact of the trees rather than having to wait 20+ years for them to grow.

Item 2, continued:

Councilmember Castleberry said if there is excess savings on the Legacy Park Project the alternate items could be added later.

Council consensus was to move forward with the contract and alternates 1, 6 through 10, and 12 and 13; not including items 2, 3, 4, 5, and 11. Mr. Foster said Staff will explore options regarding increasing the effectiveness of the main pond fountain which can be added later as a change order to the contract.

Items submitted for the record

1. PowerPoint presentation entitled, "University North Park Legacy Park Review of Construction Bid," resented by Jud Foster and Scott Howard, dated January 8, 2013

Participants in discussion

1. Mr. Jud Foster, Director of Parks and Recreation
2. Mr. Scott Howard, Fairbairn Site Design, Inc.
3. Mr. Rick McKinney, McKinney Partnership

The meeting adjourned at 6:05 p.m.

ATTEST:

City Clerk

Mayor

PURCHASE REQUISITION NBR: 0000212066

STATUS: DIVISION APPROVAL

REQUISITION BY: TERRY-FOSTER

REASON: LEGACY PARK CONSTRUCTIO PROJECT

DATE: 1/14/13

SHIP TO LOCATION: PARKS AND RECREATION

SUGGESTED VENDOR: 8102 CGC LLC

DELIVER BY DATE: 1/14/13

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	LEGACY PARK CONSTRUCTION, RFP#1213-39 CITY COUNCIL AGENDA 1-22-2013 RFP#1213-39, CONTRACT#K-1213-67 ACCT#057-9518-431.6101-UT0098 COMMODITY: CONSTRUCTION SERVICES, HE SUBCOMMOD: CONSTRUCTION AND UPGRADES	5897900.00	EA	1.0000	5897900.00	COUNCIL 1-22-2013

REQUISITION TOTAL: 5897900.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	05795184316101	Capital Projects Construction	UT0098 UNP Legacy Park & Trail	100.00	5897900.00
					5897900.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

City of Norman, OK

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

Master

File Number: K-1213-151

File ID:	K-1213-151	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 12	**In Control:**	City Council
Department:	Parks and Recreation Department	**Cost:**	$155,989.00	**File Created:**	01/15/2013
File Name:	Reaves Park Middle Softball Building Replacement			**Final Action:**	

Title: CONSIDERATION OF REQUEST FOR PROPOSAL NO. RFP-1213-56, CONTRACT NO. K-1213-151 WITH AZTEC BUILDING SYSTEMS, INC., IN THE AMOUNT OF $155,989, PERFORMANCE BOND NO. B-1213-59, STATUTORY BOND NO. B-1213-60, MAINTENANCE BOND NO. MB-1213-62, AND RESOLUTION NO. R-1213-88 FOR THE REAVES PARK MIDDLE SOFTBALL BUILDING REPLACEMENT PROJECT.

Notes: ACTION NEEDED: Motion to accept or reject Request for Proposal No. RFP-1213-56 from Aztec Building Systems, Inc., for the Reaves Park Middle Softball Building Replacement Project; and, if accepted, approve Contract No. K-1213-151 in the amount of $155,989 and the performance, statutory, and maintenance bonds; authorize the execution the contract; direct the filing of the bonds; and adopt Resolution No. R-1213-88.

ACTION TAKEN: _____

Agenda Date: 01/22/2013

Agenda Number: 12

Attachments: Text File Reaves Park, Reaves Softball Building Bid Tab, K-1213-151, Perf Bond B-1213-59, Stat Bond B-1213-60, MB-1213-52, R-1213-88

Project Manager: James Briggs

Entered by: james.briggs@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-151

Body

BACKGROUND: Funding for the Reaves Park Middle Complex Softball Building Replacement Project was approved during the Fiscal Year Ending 2013 Capital budget process. Included in this project is the demolition of the existing concession and restroom building, built in 1981. The existing building is in very poor condition. There are a number of repairs and upgrades needed that would not be cost effective when compared to total building replacement. Most significant are the changes needed to bring the public restrooms into ADAAG

(Americans with Disabilities Act Accessibility Guidelines) compliance; as well as the inadequate concession area, which does not meet current health department standards for sinks, fixtures, ventilation and floor space.

The demolition will be completed by a separate contractor, once the new building is approved for construction. Building Maintenance staff is working with Parks and Recreation staff to complete the removal of equipment and cutting off utilities in preparation for the change in buildings.

DISCUSSION: On 9 and 16 November 2012, RFP No. 1213-56 for the Reaves Park Middle Complex Softball Building Replacement Project was advertised in the *Norman Transcript*. The project was also advertised in *Reid Construction Data, Dodge Report* and *Bid News, i-SquareFoot and on e-plan*. Proposals were distributed to six contractors, four of whom responded with complete proposals.

The lowest and best proposal to meet specifications was received from Aztec Building Systems, Inc. (Aztec). The proposals were evaluated based on the per-square-foot cost of the new building. The bids were submitted as a base bid for a one-story structure, with three add-alternates, including an option to add a second story to the building for additional scorekeeper space. The bid from Aztec Building Systems, Inc. had a base bid total of $139,500. Once a lowest base bid was determined, parks and recreation staff met with the low bidder to discuss the basic design and add-alternates, which brought the final negotiated cost for the building to $155,989. This does not include the second story option; but it does provide for additional restroom fixtures and the add-alternate price for shelving and product space in the concession area, among other things. The total budget for the project is $175,000, which will include the existing building's demolition and some additional concrete work and site improvements that will be done by others separate from the contract with Aztec.

Staff recommends that the contract be awarded to Aztec Building Systems, Inc., in the amount of $155,989, for the lowest and best proposal to meet specifications for the Reaves Park Middle Softball Building Replacement Project.

RECOMMENDATION NO.1: It is recommended that City Council approve RFP No. 1213-56 for the Reaves Park Softball Building Replacement Project for the Parks and Recreation Department be awarded to Aztec Building Systems in the amount of $155,989. Funding is available in Project No. PR0127, Reaves Park Softball Building Replacement Project, (050-9205-452.6101). The estimated budget is $175,000.

RECOMMENDATION NO.2: It is further recommended upon approval of RFP Number 1213-56 that the following contract and bonds be approved:

Contract No. K-1213-151
Maintenance Bond No. MB-1213-52
Performance Bond No. B-1213-59
Statutory Bond No. B-1213-60

RECOMMENDATION NO.3: It is further recommended upon approval of RFP No. 1213-56 that Aztec Building Systems, Inc. be authorized and appointed as project agent for the Reaves Park Softball Building Replacement Project by Resolution No R-1213-88.

CITY OF NORMAN
Parks and Recreation Department
Norman, Oklahoma
January 8, 2013

TABULATION OF RFP'S
RFP NUMBER 1213-56

The following is a tabulation of RFP's received by the City of Norman for the Reaves Park Softball Building Replacement Project. Funding for this project is available in Account #050-9205-452.6101 (PR0127).

Bidders

	Base Bid Amount	w/alternates	Negotiated Bid Amount
Aztec Building Systems, Inc. (Norman)	$139,500	$188,300	$155,989
Waldrop Construction, Inc. (OKC, OK)	$159,951	$200,601	
G.F.C. Contracting (Duncan,OK)	$242,000	$293,000	
J.E. Byrd Construction (Noble, OK)	Did not meet specifications		
Ron Walters Construction (OKC, OK)	No Bid		
Diversified Construction of Oklahoma (OKC, OK)	No Bid		

RECOMMENDATION: That the project be awarded to Aztec Building Systems, Inc., in the amount of **$155,989**, as the lowest and best bidder to meet specifications.

City of Norman

Jud Foster, Director of Parks and Recreation

Contract # K-1213-151

CONTRACT

THIS CONTRACT made and entered into this ____ day of _____, 20__, by and between Aztec Building Systems, Inc. as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the City, Party of the Second Part.

WITNESSETH

WHEREAS, the City has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all said bidding documents, and has caused Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following project:

REAVES PARK MIDDLE SOFTBALL BUILDING

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said contract; and

WHEREAS, the Contractor in response to said Solicitation for Bids, has submitted to the City of Norman on the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and

WHEREAS, the City, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named Contractor to be the lowest and best bidder on the above-prepared project, and has duly awarded this contract to said Contractor, for the sum named in the proposal, to wit: One hundred fifty five thousand nine hundred eighty nine Dollars ($ 155,989);

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed, and hereby agree, as follows:

1. The Contractor shall, in a good and first-class, workmanlike manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this Contract and the following Contract Documents:

Specifications, Provisions and Bonds thereto, all of which documents are on file in the office of the City Clerk of the City of Norman, and are made a part of this Contract as fully as if the same were set out at length, with the following additions and or exceptions: (If none, so state.)

2. The City shall make payments to the Contractor in the following manner: On or about the first day of each month, the project engineer, or other appropriate person, will make accurate estimates of the value, based on contract prices, or work done, and materials incorporated in the

work and of materials suitably stored at the site thereof during the preceding calendar month. The Contractor shall furnish to the project engineer, or the appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit as required by Senate Bills 469 of the 1974 Legislature.

On completion of the work, but prior to the acceptance thereof by the City, it shall be the duty of the project engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said Contract Documents; and upon making such determinations said official shall make his final certificate to the City.

The Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the contract bonds for payment of the final estimates to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid.

3. It is further agreed that the Contractor will commence said work within ten (10) days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same in one hundred twenty (120) calendar days.

The Notice to Bidders published in the Norman Transcript 9 and 16, November, 2012 , the instructions to bidders, the special and general provisions of specifications and the Contractor's bid or proposal, each of said instruments on file in the office of the City Clerk of the City of Norman, are hereby referred to and by reference thereto are made part of this contract as if fully written in detail herein or attached thereto.

To that end, no provision of this contract or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the City to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of the Contractor, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligation of the Contractor; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the City or in any way to restrict the freedom of the City to exercise full discretion in its dealing with the Contractor.

4. The sworn, statement below must be signed and notarized before this Contract will become effective.

Contract # K-1213-151

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 7th day of JANUARY, 2013.

CORPORATE SEAL

AZTEC BUILDING SYSTEMS, INC. CORPORATE SEAL OKLAHOMA

Aztec Building Systems Inc.
Company Name

ATTEST: _____
Corporate Secretary

BY _____
VICE President

STATE OF OKLA)
COUNTY OF Cleveland)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by Contractor to submit the above Contract to the City. Affiant further states that Contractor has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in the procuring of the contract.

_____
VICE President

Subscribed and sworn to before me this 7th day of January, 2013.

Pat Elmore
Notary Public

My Commission Expires: _____
Commission Number: _____

NOTARY PUBLIC SEAL STATE OF OKLAHOMA
OFFICIAL SEAL
PAT ELMORE
Commission #06004270
Expires April 28, 2014

CITY OF NORMAN

Approved as to form and legality this 15th day of January, 2013.

_____
City Attorney

Approved by the City Council this _____ day of _____, 20____.

_____
Mayor

ATTEST:

_____
City Clerk

Bond # B-1213-59

PERFORMANCE BOND

Western Surety Bond #71364626

KNOW ALL MEN BY THESE PRESENTS:

That we, Aztec Building Systems Inc., as Principal, and Western Surety Company, a corporation organized under the laws of the State of South Dakota, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation and city of the first class, of the State of Oklahoma, in the full and just sum of One hundred fifty five thousand nine hundred eighty nine DOLLARS, ($ 155,989), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns jointly and severally, firmly by these presents. Dated this 9th day of January, 2013.

The conditions of this obligation are such, that whereas, said Principal is the lowest and best bidder for the making of the following city work and improvements, viz.:

REAVES PARK MIDDLE SOFTBALL BUILDING

and has entered into a certain written contract with THE CITY OF NORMAN dated _____20_____, for the erection and construction of said work and improvement, which said contract is hereby made a part and parcel of this bond as if literally written herein.

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly and faithfully perform and abide by said Contract and each and every covenant, condition and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said contract and said specifications; and if said Principal shall promptly pay, or cause to be paid, all labor, materials and/or repairs and all bills for labor performed on said work, whether by subcontract or otherwise; and if said Principal shall protect and save harmless said City of Norman from all loss, damage and expense to life or property suffered or sustained by any person, firm, or corporation caused by said Principal or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of said Principal or his or its agents servants, or employees, and if said Principal shall protect and save the City of Norman harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties thereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

Bond # B-1213-59

ATTEST:

Corporate Secretary

ATTEST:

Corporate Secretary (Surety)

Aztec Building Systems Inc.
Company Name

BY
Principal

Western Surety Company
Surety Name

BY
Surety

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 15 day of January, 2013 personally appeared Jeff Marley to me know to be the identical person who executes the foregoing, and acknowledge to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Pat Elmore
Notary Public

OFFICIAL SEAL
PAT ELMORE
Commission #06004270
Expires April 28, 2014

My Commission Expires:
Commission Number:

Approved as to form and legality this 15th day of January, 2013.

City Attorney

Approved by the Council of the City of Norman, this ____ day of _____, 20__.

Mayor

ATTEST:

City Clerk

Bond # B-1213-60

STATUTORY BOND

Western Surety Bond #71364626

KNOW ALL MEN BY THESE PRESENTS:

That we, Aztec Building Systems Inc, as Principal, and Western Surety Company, a corporation organized under the laws of the State of South Dakota, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the penal sum of One hundred fifty five thousand nine hundred eighty nine DOLLARS ($ 155,989), for the payment of which well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 9th day of January, 2013.

The conditions of this obligation are such, that whereas, the above Bonded Principal Aztec Building Systems Inc is the lowest and best bidder for the making of the following City work and improvement, viz.:

REAVES PARK MIDDLE SOFTBALL BUILDING

and has entered into a certain written contract with THE CITY OF NORMAN, dated _____, 20_____, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain specifications heretofore made, adopted and placed on file in the office of the City Clerk of the City of Norman.

NOW, THEREFORE, if the said Aztec Building Systems Inc Principal, shall well and truly pay all indebtedness incurred for labor and material and repairs to and parts for equipment furnished in the making of said public improvement incurred by said Principal or subcontractors, then this obligation shall be void. Otherwise, this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

Bond # B-1213-60

ATTEST:

Corporate Secretary

Aztec Building Systems Inc
Company Name

BY
Principal

ATTEST:

Corporate Secretary (Surety)

Western Surety Company
Surety Name

BY
Surety

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 15 day of January, 2013 personally appeared Jeff Marley to me known to be the identical person who executed the foregoing, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

NOTARY PUBLIC SEAL STATE OF OKLAHOMA
OFFICIAL SEAL
PAT ELMORE
Commission #06004270
Expires April 28, 2014

Pat Elmore
Notary Public

My Commission Expires:
Commission Number:

Approved as to form and legality this 15th day of January, 2013.

City Attorney

Approved by the Council of the City of Norman, this ____, day of _____20___.

ATTEST:

Mayor

City Clerk

Bond # MB-1213-52

MAINTENANCE BOND Western Surety Bond #71364626

WHEREAS, THE UNDERSIGNED Aztec Building Systems Inc. _____, hereinafter referred to as the Principal, has entered into a certain contract dated _____,20____, for the construction of:

REAVES PARK MIDDLE SOFTBALL BUILDING

WHEREAS, under the ordinances of said City of Norman the said Principal is required to furnish to the City a maintenance bond covering said construction, said bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of said construction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the said Principal and Western Surety Company _____, as a corporation organized under the laws of the State of South Dakota _____, and authorized to transact business in the State of Oklahoma, as surety, are jointly and severally, firmly held and bound unto said City in the penal sum of One hundred fifty five thousand nine hundred eighty nine Dollars ($ 155,989), in lawful money of the United States of America, same being 100% of the cost of the construction herein referred to for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

The condition of this bond is such that if the said Principal shall keep and maintain, subject to normal wear and tear, the said construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, for a period of one year from the date of the written final acceptance thereof by the City, and shall promptly repair, without notice from the City, any and all defects or failures occurring or arising from improper workmanship, materials, or failure to protect new work until it is accepted within a period of one year without notice from said City, and without expense to said City, thence this obligation shall be null and void and of no force and effect; otherwise to be and remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the Principal to make any needed repairs upon said construction, or to maintain any part of the same, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the Principal by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the Principal at the address set forth below, then the Principal and surety shall jointly and severally be liable to the City, for the cost and expense for making such repairs, or otherwise maintaining the said construction.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has

Bond #MB-1213-52

caused these presents to be executed in its name its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

Executed and delivered this 9th day of January, 2013.

ATTEST: Corporate Secretary

Aztec Building Systems Inc.
Company Name

Mailing Address of Principal:

BY Principal

3361 Deskin Drive

Norman OK 73069

Western Surety Company
Surety Name

BY: Attorney-in-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND,SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 15 day of January, 2013, personally appeared Jeff Marley to me known to be the identical person who executed the foregoing, and acknowledge to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Pat Elmore
Notary Public

OFFICIAL SEAL
PAT ELMORE
Commission #06004270
Expires April 28, 2014

My Commission Expires:
Commission Number:

Approved as to form and legality this 15th day of January, 2013.

City Attorney

Approved by the Council of the City of Norman, this ___ day of _____, 20____.

Mayor

ATTEST:
City Clerk

Resolution

R-1213-88

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING AZTEC BUILDING SYSTEMS, INC., AS PROJECT AGENT FOR THE REAVES PARK MIDDLE SOFTBALL BUILDING REPLACEMENT PROJECT.

§ 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by Aztec Building Systems, Inc., for the Reaves Park Middle Softball Building Replacement Project for the City of Norman; and

§ 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Aztec Building Systems, Inc., its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint as its direct purchasing agent, Aztec Building Systems, Inc., to purchase materials which are in fact used for the Reaves Park Middle Softball Building Replacement Project for the City of Norman; and

§ 3. WHEREAS, this limited agent status is conferred with the express understanding that Aztec Building Systems, Inc., shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

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

§ 4. That the City of Norman, Oklahoma, on the 22nd day of January, 2013, did appoint Aztec Building Systems, Inc., who is involved with the Reaves Park Middle Softball Building Replacement Project for the City of Norman, an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the Reaves Park Middle Softball Building Replacement Project for the City of Norman.

PASSED AND ADOPTED THIS 22nd day of January, 2013.

ATTEST: _____ Mayor

_____
City Clerk

PURCHASE REQUISITION NBR: 0000212181

STATUS: DIVISION APPROVAL

REQUISITION BY: TERRY-FOSTER

REASON: REAVES PARK SOFTBALL BUILDING CONSTRUCTION

DATE: 1/16/13

SHIP TO LOCATION: PARKS AND RECREATION

SUGGESTED VENDOR: 965 AZTEC BUILDING SYSTEMS

DELIVER BY DATE: 1/16/13

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	REAVES PARK SOFTBALL BUILDING CONSTRUCTION CITY COUNCIL AGENDA 1-22-2013 ACCT#050-9205-452.6101-PR0127 REAVES PARK SOFTBALL CENTRAL COMPLEX CONCESSION RESTROOM BUILDING CONSTRUCTION - CONTRACT#K-1213-151 COMMODITY: CONSTRUCTION SERVICES, HE SUBCOMMOD: CONSTRUCTION AND UPGRADES	155989.00	EA	1.0000	155989.00	RFP#1213-56, 1/22/13

REQUISITION TOTAL: 155989.00

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	05092054526101	Capital Projects Construction	PR0127 Reaves Mdl Softball Bldg	100.00	155989.00
					155989.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

City of Norman, OK

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

Master

File Number: GID-1213-25

File ID:	GID-1213-25	**Type:**	Authorization for Purchase	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 13	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**	$7,327.88	**File Created:**	09/14/2012
File Name:	Purchase of Laptops for Building Services			**Final Action:**	

Title: CONSIDERATION OF AUTHORIZATION FOR THE PURCHASE OF SEVEN (7) HEWLETT-PACKARD (HP) CONVERTIBLE TABLET DISPLAY LAPTOP COMPUTERS FROM GOVCONNECTION IN THE AMOUNT OF $7,327.88 FOR THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT .

Notes: ACTION NEEDED: Motion to approve or reject authorization for the purchase of seven (7) Hewlett-Packard convertible tablet display laptop computers in the amount of $7,327.88 for the Department of Planning and Community Development.

ACTION TAKEN: _____

Agenda Date: 01/22/2013

Agenda Number: 13

Attachments: Text File Laptops, Tabulation of Quotes - Development Services HP Laptops, Quote - GovConnection HP Laptop, Development Services Laptops Requisition

Project Manager: Gary Lowe, Information Services Manager

Entered by: gary.lowe@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/09/2012	Withdrawn		10/23/2012		
	Action Text: Withdrawn						

Text of Legislative File GID-1213-25

Body

BACKGROUND: The City Council approved the purchase of the Sungard Public Sector (SPS) / Selectron Mobile Field Inspections software on Aug. 26, 2012. This software was selected as a solution to address the

mobile computing needs of the Department of Planning and Community Development's Building Inspectors, giving them the ability to update their assigned inspection work orders from the locations where inspections are conducted. Selectron Technologies and SPS have advised us that this software is designed and written for optimal functionality using a convertible touchscreen display laptop computer.

DESCRIPTION: Development Services and Information Technology Division staff members have evaluated the various ruggedized touchscreen laptop computers that were certified by SPS and Selectron Technologies as having been tested and approved for use with their software as well as several other standard display and touchscreen display computers currently available on the market. Based on these evaluations staff has selected the Hewlett-Packard (HP) EliteBook 2760p convertible tablet display laptop computer for this project. Written quotes were obtained from GovConnection at a price of $1,046.84 per unit, CDW-G at a price of $1,712.66 per unit, Office Depot at a price of $1,501.90 per unit, and HP at a price of $1,939.23 per unit. The GovConnection quote was chosen as the best and lowest quote at a price of $1,046.84 per unit or $7,327.88 for seven (7) units. We are in the process of having this model of HP laptop certified by Selectron Technologies and SPS as being fully compatible with this software. This certification process is expected to be completed by January 29, 2013.

RECOMMENDATION: Staff requests Council's approval of the purchase of the seven (7) Hewlett-Packard (HP) EliteBook 2760p laptop computers from GovConnection at a price of $7,327.88 ($1,046.84 per unit). Funds are available in account number 010-4051-424.53-01 Telecommunication/Computer Hardware.

GovConnection
1 800 800 0019

Gov is all you need

« BACK TO SEARCH

HP EliteBook 2760p Core i5-2540M 2.6GHz 4GB 320GB agn GNIC BT FR WC 6C 12.1" HD W7P64

More From: HP/Compaq
Item #: 14686218
Mfr. Part#: B5N43U8#ABA
Availability: In Stock
Est. Ship: Ships Today

Be the first to write a review.

VIEW MFR SERVICE PLANS

Ordering Information

List Price: $1,079.00
Your Price: $1,046.84

Quantity: 1

ADD TO QUICKLIST

May We Suggest

HP 3-Year CarePack 9x5 Next Business Day Onsite Hardware Support for Notebooks

Mfr. Part#: U4414E

$103.91 **Qty:**

ADD TO CART

Overview Specs Services Reviews Accessories

The HP EliteBook 2760p combines the power and reliability of an HP EliteBook with the flexibility of a tablet with pen and touch capabilities. Get your work done faster and intuitively by using the pen or finger touch. Especially useful for professionals regularly away from a desk.

With HP QuickWeb you can tap into fast, convenient, and more secure access to the Internet, email, contacts, and calendar — all at the touch of a button — without long boot-up times.

The EliteBook 2760p offers a 12.1-inch diagonal, 16:10 WXGA ultra-wide viewing angle. This PC is designed to meet tough military standards (MIL-STD-810G) for vibration, dust, humidity, altitude, and high temperature so you can carry this PC with confidence.

ABOUT US
Contact Us
Our History
Investor Relations
Press Releases
CAREERS
Benefits
Events
Locations
Openings

PC Connection, Inc.

©1991-2012 PC Connection, Inc. All rights reserved.

Norton A+

California Privacy Policy
Legal Notices
SOCIAL MEDIA
Facebook
Twitter

Tabulation of Quotes
Building Services Division
Department of Planning and Community Development
Norman, Oklahoma
December 17, 2012

The following is a tabulation of quotes received by the City of Norman for the purchase of Hewlett-Packard (HP) Laptop Computers for the Department of Planning and Community Development. Funding for this project is available in Telecommunication/Computer Hardware, Account No. 010-4051-424.53-01.

Vendor	
GovConnection Rockville, MD	**$7,327.88**
CDW Government, Inc. Chicago, IL	$11,988.62
Office Depot Cincinnati, OH	$10,513.30
Hewlett-Packard (HP) Omaha, NE	$13,574.61

RECOMMENDATION: That the project be awarded to GovConnection, in the amount of $7,327.88 as the lowest and best quote to meet specifications.

City of Norman
Gary Lowe
Information Services Manager

PURCHASE REQUISITION NBR: 0000211854

STATUS: NEEDS ADDITIONAL INFO

REQUISITION BY: GARY LOWE

REASON: LAPTOP COMPUTERS FOR DEVELOPMENT SERVICES

DATE: 1/08/13

SHIP TO LOCATION: FIN-INFO SERVICES

SUGGESTED VENDOR: 8259 GOVCONNECTION INC

DELIVER BY DATE: 2/13/13

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	HP ELITEBOOK 2760P LAPTOP; 7 AT $1046.84 EA MFG P/N B5N43U8#ABA * CONFIRMING PO COMMODITY: COMPUTER HARDWARE AND PER SUBCOMMOD: MICROCOMPUTERS, HANDHELD,	7327.88	DOL	1.0000	7327.88	14686218

REQUISITION TOTAL: 7327.88

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	01040514245301	Telecommunication Equip. Computer Hardware		100.00	7327.88
					7327.88

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

PENDING COUNCIL APPROVAL ON JAN. 22, 2013

City of Norman, OK

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

Master

File Number: GID-1213-61

File ID:	GID-1213-61	**Type:**	Authorization for Purchase	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 14	**In Control:**	City Council
Department:	Utilities Department	**Cost:**		**File Created:**	12/27/2012
File Name:	Polymer Purchase			**Final Action:**	

Title: ACTING AS THE NORMAN UTILITIES AUTHORITY (NUA), CONSIDERATION OF AUTHORIZATION FOR THE PURCHASE OF POLYMER FROM SOUTHWEST CHEMICAL SERVICE, INC., IN THE AMOUNT OF $1.58 PER POUND FOR THE WATER RECLAMATION FACILITY.

Notes: ACTION NEEDED: Acting as the Norman Utilities Authority, motion to approve or reject authorization for the purchase of polymer in the amount of $1.58 per dry pound from Southwest Chemical Service, Inc., for the Water Reclamation Facility.

ACTION TAKEN: _____

Agenda Date: 01/22/2013

Agenda Number: 14

Attachments: Text File Polymer, Norman Polymer 2013

Project Manager: Steve Hardeman, Water Reclamation Facility Superintendei

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File GID-1213-61

Body

BACKGROUND: The Norman Water Reclamation Facility (NWRF) installed solids dewatering and thickening equipment during the Sludge Handling Improvements Project (NUA Contract K-0607-38) which was completed in FYE10. During start-up phase of the new equipment, polymer vendors were invited to try out their products to determine which product would perform best in the centrifuge equipment based on cost per dry ton of solids. Each polymer would have a particular chemical makeup and each would perform differently with our solids characteristics.

DISCUSSION: The following polymer companies were contacted for testing;

Polydyne Corporation - Riceboro, Georgia
Fort Bend Manufacturing - Stafford, Texas
Nalco Corporation - Sugarland, Texas
Ashland/Southwest Chemical Company - McAlester, OK

Polydyne, Southwest and Nalco each performed testing for several weeks and results were based on cost per dry ton of solids and cost per pound of polymer. Because of the particular composition of our sludge, Southwest Chemical had the only formula that worked in thickening waste activated solids as well as dewatered digester solids. An additional benefit of Southwest Chemical is that it is less expensive than any of the other products at cost per pound. Section 8-204(b)(2) of the Code of the City of Norman authorizes the City Council to waive competitive bidding for the purchase of supplies, materials, equipment, or contractual services which can be furnished only by a single dealer or which have a uniform price wherever bought.

RECOMMENDATION: Staff recommends that the Norman Utilities Authority approve the purchase of polymer for sludge dewatering from Southwest Chemical throughout the rest of FYE13. Funds for polymer purchases in the amount of $100,000 are budgeted in NUA Wastewater Fund-Wastewater Treatment- Bio-solids-Operating Chemicals (account 032-5545-432.31-08).

Southwest
CHEMICAL SERVICES, INC.
1227 E Washington, McAlester, Oklahoma

January 11, 2013

Steven Hardeman
3500 S Jenkins Ave
Norman, Ok. 73069

Dear Steve:

Thank you for allowing Southwest Chemical Services to offer this product to you. The price is delivered to your facility.

SOUTHWEST CHEMICAL SERVICES is able to provide;

Polyacrylamide Polymer SW11447X (Praestol K274FLX) in Totes for $1.58 per pound delivered into your facility.

This product is the one we found that works the most efficiently with your plant sludge.

Southwest Chemical Services is headquartered in McAlester Oklahoma and our sales representative offices in Norman.

This price is valid until July 31, 2013 and is subject to reconfirmation thereafter. Please contact me at (405) 343- 5523 if you have any questions or if I can be of any assistance.

Rodger Gilchrist
Sales Manager
Southwest Chemical Services
Email; rodger_gilchrist@yahoo.com

City of Norman, OK

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

Master

File Number: GID-1213-105

File ID:	GID-1213-105	**Type:**	Development, Deferrals and Variances	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 15	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	01/11/2013
File Name:	Harvest Church Deferral of Improvements			**Final Action:**	

Title: CONSIDERATION OF AN AMENDMENT TO THE PUBLIC IMPROVEMENTS PROGRAM FOR THE FINAL PLAT FOR HARVEST CHURCH ADDITION TO APPROVE THE DEFERRAL OF CONSTRUCTION OF STREET PAVING, STORM WATER DRAINAGE, AND SIDEWALK IMPROVEMENTS IN CONNECTION WITH 36TH AVENUE N.W. (LOCATED ON THE WEST SIDE OF 36TH AVENUE N.W. NORTH OF INDIAN HILLS ROAD)

Notes: ACTION NEEDED: Motion to approve or reject an amendment to the public improvements program for Harvest Church Addition to defer construction of street paving, storm water drainage, and sidewalk improvements in connection with 36th Avenue N.W.; and, if approved, direct the submission of deferral costs in the amount of $55,549.65.

ACTION TAKEN: _____

Agenda Date: 01/22/2013

Agenda Number: 15

Attachments: Text File Harvest Church, Harvest Church Addition - Location Map, Harvest Church - Site Plan, Harvest Church - Final Plat

Project Manager: Ken Danner, Subdivision Manager

Entered by: pam.jones@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File GID-1213-105

body

BACKGROUND: The final plat for Harvest Church Addition, Lot 1, Block 1, was approved by City Council at its meeting of November 13, 2012. This particular 14.55 acre development project includes a 303-space surface parking facility, open space for future athletic fields and a storm water detention basin. The original Heartland Harvest Church Addition was filed of record on August 29, 2007 and included the sanctuary, offices, basketball court and a parking lot. The current plat will allow the sanctuary to be expanded in 2013. The property is generally located on the west side of 36th Avenue N.W. approximately 1,600 feet north of Indian Hills Road.

With final platting, a program of public improvements was established for the implementation by the owner/developer. Originally, the church intended to construct 36th Avenue N.W. street paving, storm water drainage and sidewalk improvements. However, church officials have determined it is in their best interest to defer the street paving, storm water drainage and sidewalk improvements in connection with 36th Avenue N.W. To clarify, the storm water detention basin will be constructed by the church at this time. This item is to amend the program of improvements associated with Council's approval of the final plat on November 13, 2012, to allow for the deferral of these public improvements.

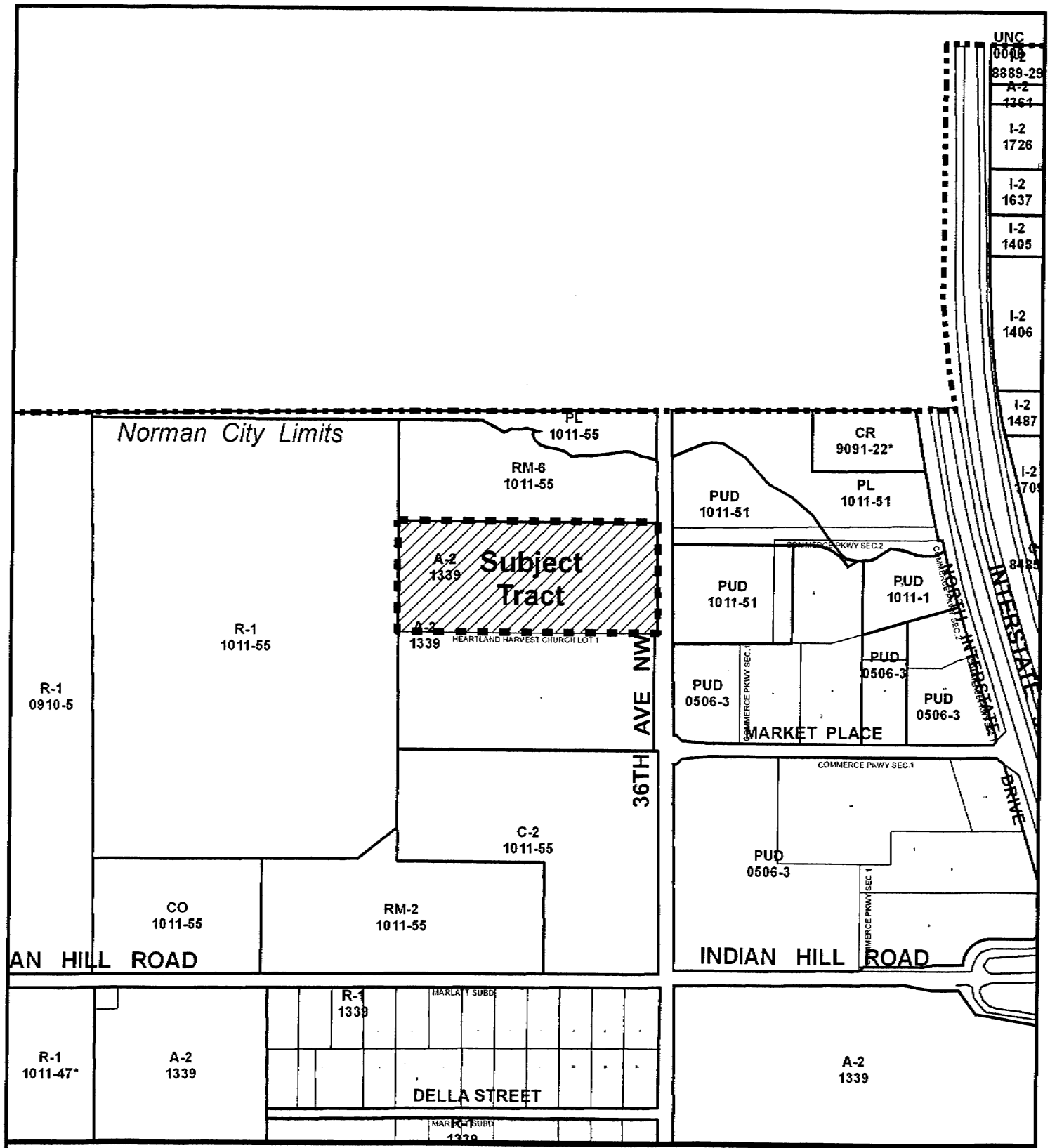
DISCUSSION: Approximately 514 feet of 36th Avenue N.W. is required to be constructed to City standards as a half width major arterial street. Section 19-602 B 1.2. (a)(b)(c) and (d) of the City Code establishes a method of deferring public street improvements under the following situation: (a) where incompatible grades exist; (b) where there are inadequate or a lack of connecting facilities; (c) where construction of the improvement would not immediately function for its intended use: or (d) where such improvement would be replaced by a planned future project. When deferred construction is chosen, the developer is required to post a certificate of deposit with the City for the cost of the improvements. When 36th Avenue N.W. is widened in the future, Harvest Church may be entitled to a partial refund of these deferral fees if the actual cost of the project is less than estimated.

Staff has observed over the years that gap paving or "piecemeal" paving has been less than effective for arterial streets. There have been times over the years paving improvements have been constructed and then replaced because they did not fit in the overall design of the street. Because of this short length of pavement, staff is recommending deferral until future development occurs. It is likely that the 36th Avenue N.W. Project included in the 2012 Bond Program can be extended to include this portion of the arterial street improvement in 2017.

In comparison, City Council approved deferral of street and sidewalk improvements for 36th Avenue N.W. in connection with Commerce Parkway Addition, Section 3, a Planned Unit Development located across the street from the church at their meeting of December 11, 2012.

As a result, church officials and City staff concur that the best method of construction for this portion of 36th Avenue N.W. is to defer the street paving, storm water drainage and sidewalk improvements and instead construct a temporary southbound right turn asphalt lane without curbing. If approved, the church will submit a Certificate of Deposit or cash in the amount of $55,549.65 for the deferral of street paving, storm water drainage and sidewalks in connection with 36th Avenue N.W.

RECOMMENDATION: With the above-mentioned information, staff recommends approval of the amendment to the program of improvements and deferral of street paving, storm water drainage and sidewalk improvements in connection with 36th Avenue N.W.



Location Map

Map Produced by the City of Norman
Geographic Information System.
(405) 366-5316
The City of Norman assumes no
responsibility for errors or omissions
in the information presented.

N
W E
S

May 9, 2012

0 300 600 Ft.

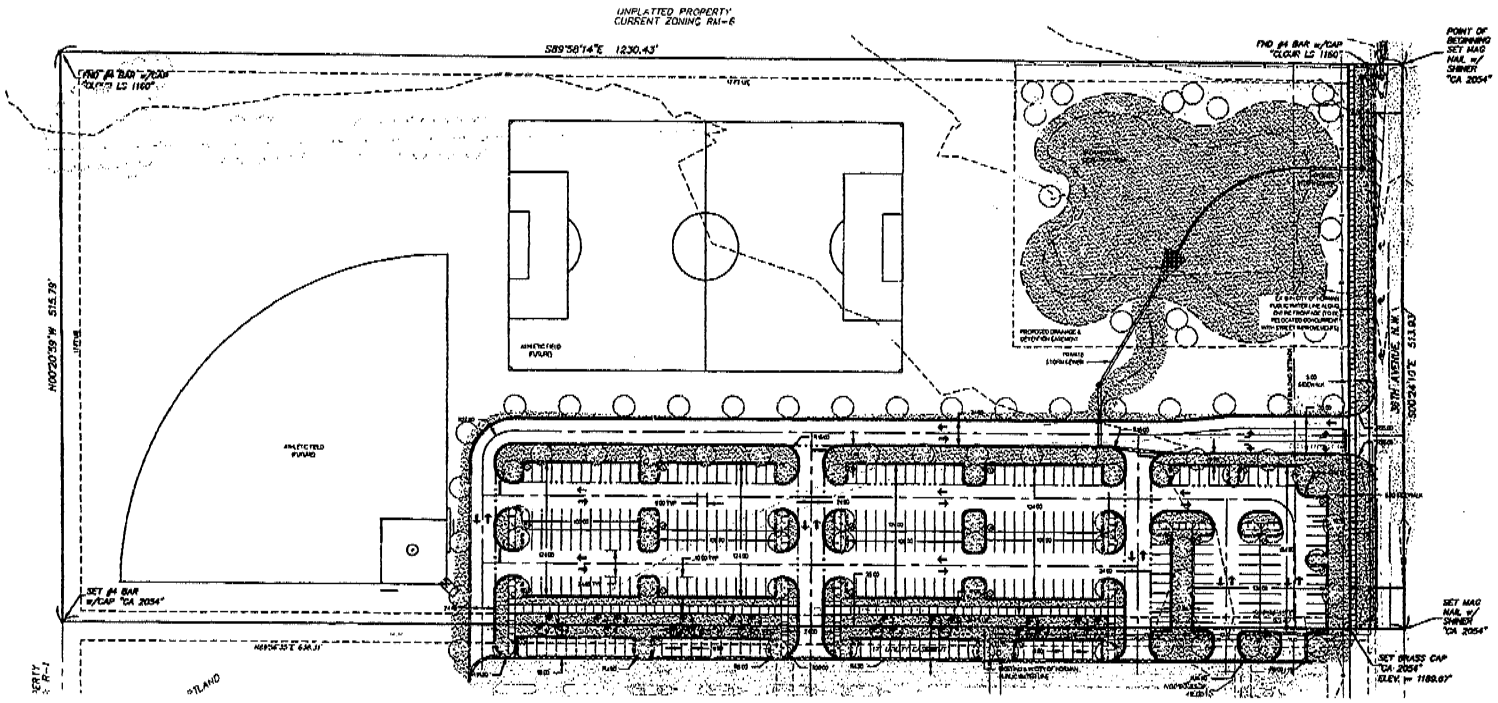
Subject Tract

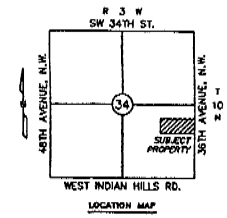
Zoning

SITE PLAN

HARVEST CHURCH

PART OF THE SE/4, SECTION 34, TOWNSHIP 10N, RANGE 3W
NORMAN, CLEVELAND COUNTY, OKLAHOMA





DRAFT
NOT FOR CONSTRUCTION OR BIDDING

NORTH PARKING EXPANSION

6450 36th Avenue, N.W.
Norman, Oklahoma 73072

HARVEST CHURCH

FINAL PLAT - SITE PLAN

Project No.	68010.02
Drawn By	JRC
Checked By	JRC
Date	06.25.2012
Scale	AS SHOWN
Issued For	DRAFT
Drawing No.	B

CARDINAL ENGINEERING
1015 N. Broadway Ave., Suite 300
Oklahoma City, OK 73102
Phone 405.842.1066
Fax 405.843.4667

3224 Hart Conner Drive
Norman, OK 73072
Phone 405.579.0653
Fax 405.366.8540
http://www.cardinalengineering.com
CA# 2054, expiration date 06.30.2013

FINAL PLAT OF HARVEST CHURCH

A FINAL PLAT OF PART OF THE SE/4, SECTION 34, TOWNSHIP 10N, RANGE 3W

Norman, Cleveland County, Oklahoma

CERTIFICATE OF COUNTY TREASURER

I, Jim Reynolds, do hereby certify that I am the duly elected and qualified County Treasurer of Cleveland County, State of Oklahoma; that the tax records of said County show all taxes are paid for the year 2011 and prior years on the land shown on the the final plat of HARVEST CHURCH, and a part of the Southeast Quarter of Section 34, Township 10 North, Range 3 West of the Indian Meridian, Norman, Cleveland County, Oklahoma; that the required statutory security has been deposited in the office of the County Treasurer, guaranteeing payment of the current year's taxes.

IN WITNESS WHEREOF said County Treasurer has caused this instrument to be executed at Norman in Cleveland County, State of Oklahoma, this _____ day of _____, 2012.

_____
County Treasurer – Jim Reynolds

SURVEYOR'S CERTIFICATE

I, Robby L. Johnson, Professional Land Surveyor No. 1539 in the State of Oklahoma, hereby certify that the final plat of HARVEST CHURCH, a part of of the Southeast Quarter of Section 34, Township 10 North, Range 3 West of the Indian Meridian, Norman, Cleveland County, Oklahoma, represents a correct survey thereof made under my supervision on the _____ day of _____, 2012, and that all of the monuments shown hereon actually exist and their positions are correctly shown.

_____
Robby L. Johnson, PLS #1539
Lemke Land Surveying, Inc.

BONDED ABSTRACTOR'S CERTIFICATE

State of Oklahoma
County of Cleveland

The Undersigned, duly qualified abstractor in and for said County and State, hereby certifies that according to the records of said County, title to the land included in the final plat of HARVEST CHURCH, a part of the Southeast Quarter of Section 21, Township 9 North, Range 1 East of the Indian Meridian, Norman, Cleveland County, Oklahoma appears to be vested in HARVEST CHURCH and that on the _____ day of _____, 2012, all lands described and referred to are unencumbered by pending actions, judgments, liens, mortgages, taxes or other encumbrances for the year 2011 and prior years; that there are no outstanding tax sales certificates against said land and no tax deeds are issued to any person except mortgagee of record.

EXECUTED at Norman, Cleveland County, Oklahoma, on this _____ day of _____, 2012.

ATTEST: FIRST AMERICAN TITLE INSURANCE COMPANY.

_____ _____
Secretary Vice President

State of Oklahoma
County of Cleveland

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2012, personally appeared _____, as Vice President of First American Title Insurance Company to me known to be the identical person who executed the within and foregoing instrument and they acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year last above written.

My Commission Expires the _____ day of 2012 _____
_____, _____. Notary Public

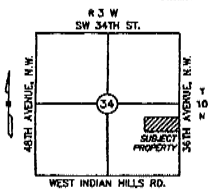
STORM DRAINAGE DETENTION FACILITY EASEMENT

Drainage detention facility easements are hereby established as shown to provide for detention of storm surface water and constructed as approved by the City Engineer. All maintenance within the drainage detention facility easement shall be the right, duty and reasonability of the property owner(s) in the plat of Harvest Church, Norman. If maintenance is neglected or subject to other unusual circumstances and is determined to be a hazard or threat to public safety by the City Engineer, corrective maintenance may be performed by the governing jurisdiction with costs assessed to and born upon said property owner(s). Officials representing the Engineering Division, Public Works Department, shall have the right to enter upon the property for purposes of periodic inspection and/or corrective maintenance of the facility. Upon receiving written approval from the Engineering Division, Public Works Department, property owner(s) may construct improvements provided the improvement does not interfere with the function of the detention facility.

CITY PLANNING COMMISSION APPROVAL

I, _____, Chairman of the Norman Planning Commission certify that the Commission duly approved this plat on the _____ day of _____, 2012.

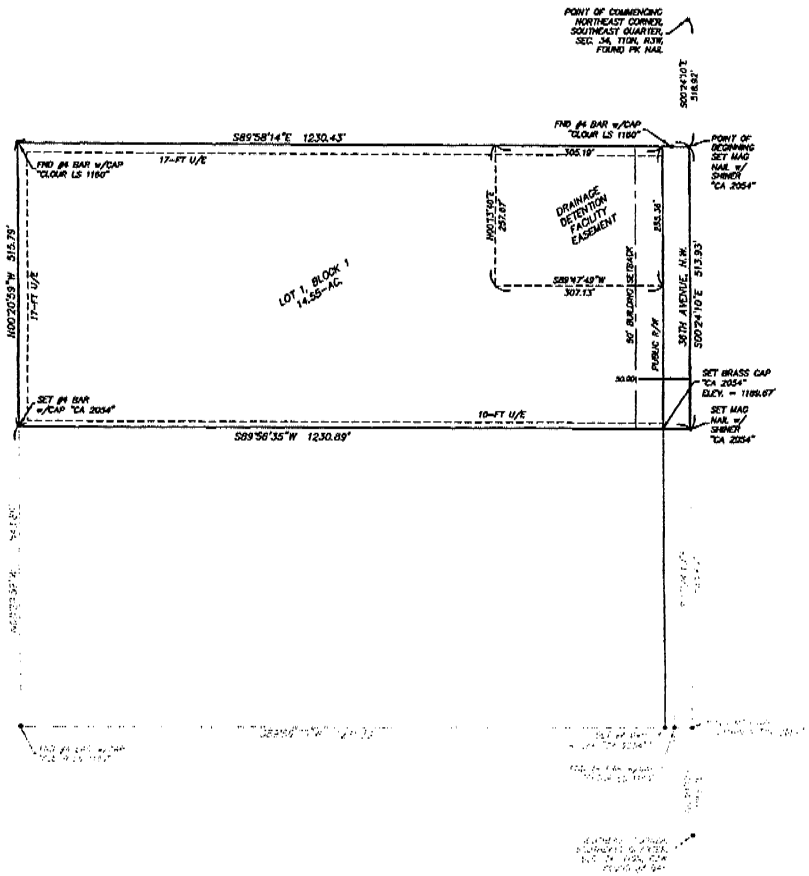
_____
Chairman



LOCATION MAP

LEGEND

- —1234— PHYSICAL STREET ADDRESS
- ○ PROPERTY CORNER FOUND
- ○ SET #4 BAR WITH CAP "CA 2054"
- EASEMENT LINE
- LOT LINE
- PROPERTY LINE
- BUILDING LIMIT LINE



ACCEPTANCE OF DEDICATION BY CITY COUNCIL

BE IT HEREBY RESOLVED by the City Council of the City of Norman, Oklahoma, that the dedications shown on the the final plat of HARVEST CHURCH, a final plat of the Southeast Quarter of Section 34, Township 10 North, Range 3 West of the Indian Meridian, are hereby accepted.

Approved by the Council of the City of Norman, Oklahoma, this _____ day of _____, 2012.

ATTEST: CITY OF NORMAN, OKLAHOMA

_____ _____
Attest City Clerk – Brenda Hall Mayor – Cindy S. Rosenthal

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That HARVEST CHURCH hereby certifies that they are the owners of and the only person or entity having any right, title, or interest in a tract of land shown on the Final Plat of HARVEST CHURCH to the City of Norman, Oklahoma, being a part of the Southeast Quarter of Section 34, Township 10 North, Range 3 West of the Indian Meridian, Cleveland County, Oklahoma and being more particularly described by metes and bounds as follows:

Commencing at the northeast corner of said SE/4;

Thence South 00°24'10" East, along the east line of said SE/4, a distance of 318.92 feet to the Point of Beginning;

Thence continuing South 00°24'10" East a distance of 313.93 feet to the northeast corner of Lot 1, Final Plat of Heartland Harvest Church;

Thence South 89°56'35" West, along the north line of said Lot 1, a distance of 1230.89 feet;

Thence North 00°20'59" West a distance of 515.79 feet;

Thence south 89°58'14" East a distance of 1230.43 feet to the Point of Beginning, containing 14.55 acres more or less.

Basis of bearings is deed bearings as recorded in Book 3304, Page 6 of the Cleveland County Clerks records.

They further certify that they have caused the same to be surveyed and platted into lots, as shown on said Final Plat, which said Final Plat represents a correct survey of all property included therein under the Final Plat of HARVEST CHURCH to the City of Norman being a part of the Southeast Quarter of Section 34, Township 10 North, Range 3 West of the Indian Meridian, Cleveland County, Oklahoma. They further certify that they are the owners of and the only persons, firms or corporations who has any right, title or interests to the land included in the above mentioned Final Plat, and they do hereby dedicate all utility and drainage easements as shown on said Final Plat to the use of the public for public drainage and utilities for their heirs, executors, administrators, successors and assigns forever and have caused the same to be released from all encumbrances.

In witness whereof I, the undersigned have cause this instrument to be executed this _____ day of _____, 2012.

ATTEST: _____ By: _____
Jeff Burns, Pastor

State of Oklahoma
County of Cleveland

The foregoing instrument was acknowledged before me this day of _____, 2012, by Jeff Burns as the Pastor of HARVEST CHURCH.

Witness my hand and notarial seal the day and year last above written.

My commission expires: _____ _____

Notary Public

BASIS OF BEARING THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 34, ASSUMED TO BEAR S00°24'10"E

DESCRIPTION	#	ACRES	LOT #
A-2	1	14.55	1, Block 1

THIS PLAT OF SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS ADOPTED BY THE BOARD OF LICENSURE OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.

Owner
Harvest Church
6450 36th Avenue, N.W.
Phone 405.366.6148
Fax 405.366.6133

Land Surveyor
Robby L. Johnson PLS #1539 of
Lemke Land Surveying
3226 Bart Conner Drive
Norman, Oklahoma 73072
Phone 405.360.6241
Fax 405.368.6540
CA No. 2054 (Expiration 06.30.2013)

Engineer of Record
Jason K. Colston, P.E. #19092 of
Cardinal Engineering, Inc.
1015 N. Broadway, Suite 300
Oklahoma City, Oklahoma
Phone 405.842.1066
Fax 405.843.4627
CA No. 2054 (Expiration 06.30.2013)

Date of Print: 9.25.2012

City of Norman, OK

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

Master

File Number: LL-1213-7

File ID:	LL-1213-7	**Type:**	Limited License	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 16	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**		**File Created:**	01/07/2013
File Name:	Limited License Romance Book Sale			**Final Action:**	

Title: LIMITED LICENSE NO. LL-1213-7: LIMITED LICENSE TO PLACE FOUR (4) SIGNS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM THE FRIENDS OF THE NORMAN LIBRARY FOR THE ROMANCE BOOK SALE.

Notes: ACTION NEEDED: Motion to approve or reject Limited License No. LL-1213-7 to place four (4) signs within the public rights-of-way pursuant to a request from the Friends of the Norman Library for the Romance Book Sale; and, if approved, authorize the issuance thereof.

ACTION TAKEN: _____

Agenda Date: 01/22/2013

Agenda Number: 16

Attachments: Text File Limited License, Request Romance Book Sale, Application Romance Book Sale, Location Map Romance Book Sale, Library Romance Book Sale

Project Manager: Wayne Stenis, Planner II

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File LL-1213-7

Body

BACKGROUND: Section 18-308 states:

Festival or Public Event Banners.

Signs announcing specific events or promotions that are of a legitimate public benefit to the community at large may be erected within the public right-of-way when authorized by a limited license granted by the City Council. The size, number, type, and wording of such signs must be specified in the license, as well as their location and duration of use. Because of their unique location within the public right-of-way, such banners may not be placed so as to interfere with legitimate traffic and safety concerns.

DISCUSSION: The Friends of the Public Library, a 501(c)(3) organization, holds several book sales throughout the year, each one emphasizing a different category. The funds benefit the public library. On February 9 of this year, they are hosting a Romance Book Sale. They have requested approval to place four 2' by 4' signs at various locations around the library stating "Book Sale Today." The signs will be in use on the day of the sale.

A copy of the letter of request, with the specified locations, is attached for reference. The locations are identical to those previously used, and are acceptable.

RECOMMENDATION: The locations are acceptable and will not impact any designated sight triangles if properly placed. Staff has prepared the license in accordance with their request, and presents it to the Council for consideration. Additional conditions may be attached by Council. Other than the stipulated time frame and placement, staff has not suggested any, and does not oppose granting this limited license.

Friends of the Norman Library
P.O. Box 6308
Norman, OK 73070

2 January 2013

Brenda Hall
City Clerk
City of Norman
Norman, Oklahoma

Dear Ms. Hall:

The Friends of the Norman Library, a 501(c)(3) organization whose sole purpose is the support of the Norman Public Library, will conduct a romance book sale February 9, 2013 at the library. The purpose of this event is to offer used books for purchase by the public. All proceeds are used for the benefit of the Norman Public Library. We request a Limited License to place four yard sign type signs at various locations around the library on February 9, 2013. The placement of the signs is delineated on the attached map obtained from the City Planning Department. Sizes of the signs are also specified on the map.

Thank you for your assistance in this matter. If there are any questions you may contact me at 360-4346. Any correspondence should be sent to my personal mailing address: P.O. Box 720335, Norman, Ok. 73070.

Sincerely yours,

Simon H. Rudnick
2013 Romance Book Sale Co-chair

APPLICATION FOR LIMITED LICENSE FOR FESTIVAL OR PUBLIC EVENT BANNER/SIGN

Date 2 JANUARY 2013

Name of Applicant FRIENDS OF THE NORMAN LIBRARY

Address P.O. BOX 6308 NORMAN, OK. 73070-6308 Telephone Number (405)360-4346

Number of ~~Banners~~ SIGNS 4

Location of Banners/Signs (If list is lengthy you may attach separate sheet or map)

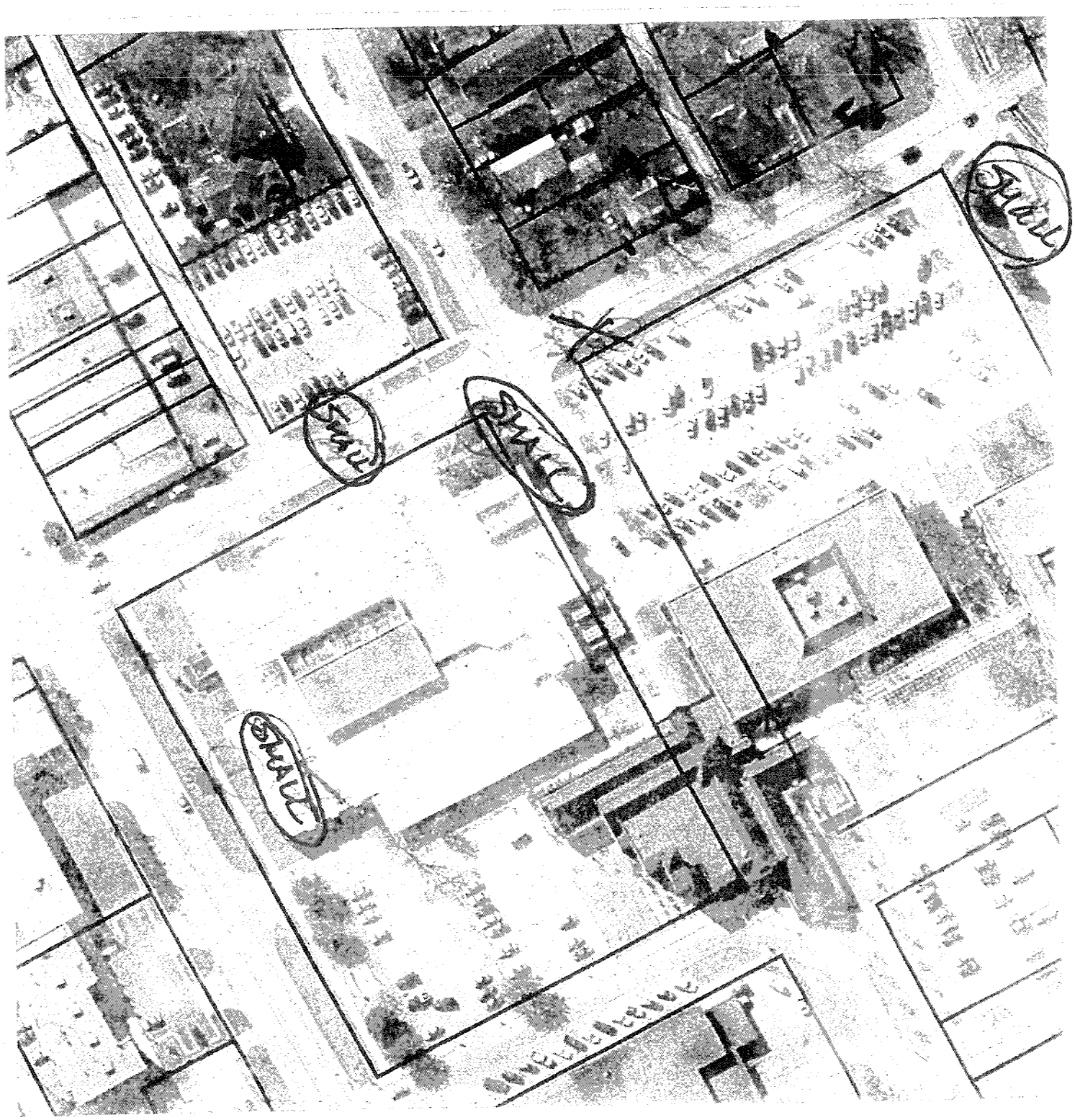
SEE ATTACHED CHART

~~Banner~~/Sign Size 2'X4'

Type of ~~Banner~~/Sign YELLOW COROPLAST ON WIRE STANTIONS

Wording of Banner/Sign BOOK SALE TODAY

Duration of Use FEBRUARY 9, 2013



Pioneer Library

Normal bird
Cline
Parcel

LIMITED LICENSE NO. 1213-7

LIMITED LICENSE TO PLACE FOUR (4) SIGNS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM THE FRIENDS OF THE NORMAN LIBRARY FOR THE ROMANCE BOOK SALE.

An Application has been filed by the Friends of the Norman Library for a Limited License to four (4) signs within the public rights-of-way pursuant to Section 18-308 of Chapter 18 of the Code of Ordinances, which Application is hereby granted pursuant to the conditions and limitations as set forth in said Application.

Special conditions for the granting of this limited license by the City Council are as follows:

Strict compliance with all the conditions set forth in the application filed herein with regard to description, location, duration, and wording as specified in the application which is incorporated herein and made a part hereof

License limited to February 9, 2013.

Any special conditions which may be imposed by the City Council.

Further, any breach of the conditions as above set forth shall be grounds for immediate revocation of this license and further that the City Council may revoke this limited license at will and for any cause whatsoever upon the giving of thirty (30) days notice authorized by the City Council to the application.

Approved by City Council on January 22, 2013.

CITY OF NORMAN

_____

Mayor

ATTEST:

_____

City Clerk

City of Norman, OK

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

Master

File Number: SC-1213-7

File ID:	SC-1213-7	**Type:**	Special Claim	**Status:**	Consent Item
Version:	2	**Reference:**	Item No. 17	**In Control:**	City Council
Department:	Legal Department	**Cost:**	$1,986.00	**File Created:**	01/08/2013
File Name:	SC-1213-7 Tort Claim of Hazel McDonald			**Final Action:**	

Title: SPECIAL CLAIM NO. SC-1213-7: A CLAIM IN THE REDUCED AMOUNT OF $1,986 SUBMITTED BY HAZEL MCDONALD FOR TO PERSONAL PROPERTY, LANDSCAPING, AND GARAGE FLOOR AT 2377 WHEATON DRIVE DUE TO A WATER LINE BREAK.

Notes: ACTION NEEDED: Motion to approve or reject Special Claim No. SC-1213-7; and, if approved, direct payment in the reduced amount of $1,986 contingent upon obtaining a Release and Covenant Not to Sue from Hazel McDonald.

ACTION TAKEN: _____

Agenda Date: 01/22/2013

Agenda Number: 17

Attachments: Text File Special Claim, Memo from Clerk - McDonald, McDonald Claim

Project Manager: Jeanne Snider, Assistant City Attorney

Entered by: jayme.rowe@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File SC-1213-7

Body

BACKGROUND: A claim has been filed by Hazel McDonald in the amount of $2,276.00 for damages to personal property, landscaping and her garage floor due to her claim that a waterline break on April 14, 2012 at 2377 Wheaton Drive flooded her garage and washed out landscaping.

DISCUSSION: This incident was investigated by the Utilities Superintendent. According to staff and field work reports, the 8-inch cast iron water main ruptured under the drive approach at 2377 Wheaton Drive causing an excessive amount of water to migrate from under the concrete panels into Ms. McDonald's garage. While onsite, staff confirmed that there was flooding inside the garage. Additionally, following the emergency repair of this main, on June 12, 2012, staff replaced 40 feet of water main under the drive approach. The water main has moderate deterioration associated with age. At this time, this segment of water main within this area of Hall Park is not in a 5-year replacement program.

Ms. McDonald submitted estimates of expenses with her claim for clean up and replacement landscaping. After discussion with Ms. McDonald, the City offered to pay her a reduced amount of $1,986.00 for her damages. Ms. McDonald has agreed to accept this settlement offer.

RECOMMENDATION: The City's potential liability in this matter is discussed in a separate privileged and confidential memo provided to Council. Accordingly, the claim of Hazel McDonald in the reduced amount of $1,986.00, as above set forth, is presented to City Council for consideration at this time.

office memorandum

DATE: September 18, 2012

TO: Ken Komiske, Director of Utilities
Jeff Bryant, City Attorney

FROM: Brenda Hall, City Clerk BH

SUBJECT: Claim from Hazel D. McDonald

I am in receipt of a claim from Hazel D. McDonald in the amount of $2,276.00 for damages to personal property, landscaping, and garage floor due to her claim that a waterline break on April 14, 2012, at 2377 Wheaton Drive flooded her garage and washed out landscaping. The Line Maintenance Division tore out her driveway to repair the line and replaced the driveway and sidewalks on July 20, 2012. The flooding of the garage floor allegedly caused black spots to develop on the concrete, which has to be resurfaced and various landscaping items had to be replaced. Ms. McDonald is also requesting reimbursement for damaged items stored in the garage. Ms. McDonald has provide an itemized list, which is attached.

Ken, I would appreciate your checking with your staff regarding verification of the problem. Please report your findings by written memorandum to me with a copy to Jeff.

Jeff, if it is determined the City has liability in this matter, please signify by writing a report of your recommendations in order that we may schedule this claim as an agenda item.

BH:smr
attachments

CITY OF NORMAN
P.O. BOX 370
NORMAN, OKLAHOMA 73070

NOTICE OF TORT CLAIM

CLAIMANT: Hazel D. McDonald DATE: September 19, 2012

ADDRESS: 2377 Wheaton Dr. CITY: Norman

STATE: OK ZIP: 73071 PHONE: 405 321-2524

DATE OF INCIDENT: April 14, 2012

LOCATION OF INCIDENT: 2377 Wheaton Dr. Norman, OK 73071

STATEMENT OF CIRCUMSTANCES/REASONS YOU BELIEVE CITY IS LIABLE

Water line broke under my driveway at above address. I believe the City of Norman is liable because the water line is owned by the City of Norman.

(Refer to the attachment for additional details.)

TOTAL AMOUNT CLAIMED: $2,276.00

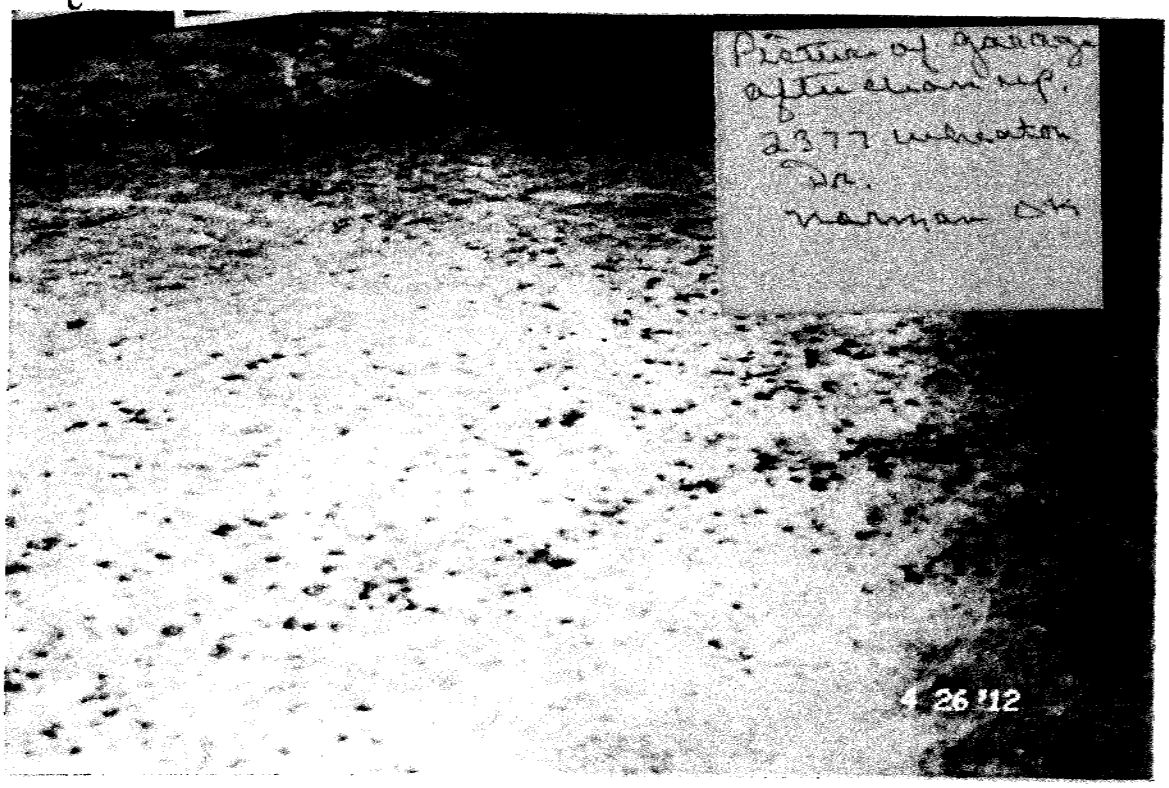
INS CO. State Farm contacted but no claim filed. The co. is not liable for flood damage.
Ed Dater, Agent

I SWEAR AND/OR AFFIRM THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT.

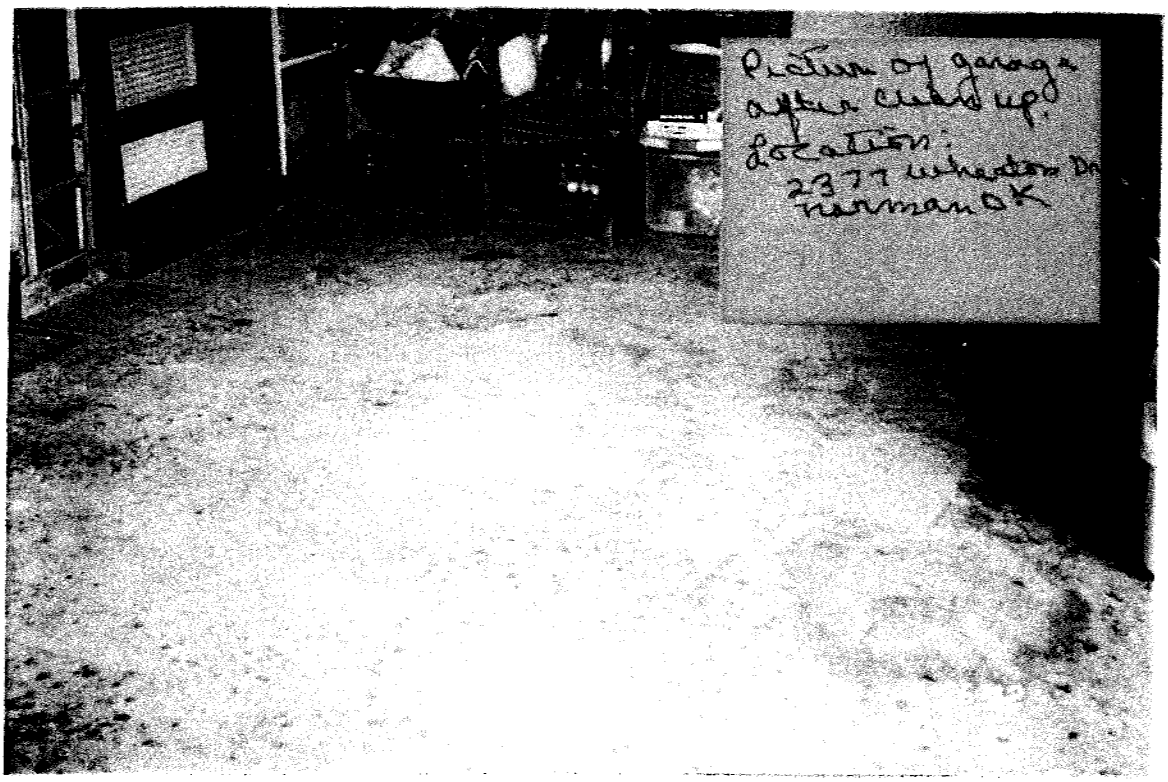
Hazel D. McDonald
CLAIMANT'S SIGNATURE

FILED IN THE OFFICE
OF THE CITY CLERK
ON 9/18/12

Atch 1a



Atch 1b



City of Norman, OK

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

Master

File Number: K-0708-142 Amd 1

File ID:	K-0708-142 Amd 1	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 18	**In Control:**	City Council
Department:	Parks and Recreation Department	**Cost:**	$164,068.00	**File Created:**	01/09/2013
File Name:	Legacy Park Design Contract K-0708-142 Amended			**Final Action:**	

Title: AMENDMENT NO. ONE TO CONTRACT K-0708-142: BY AND BETWEEN THE NORMAN TAX INCREMENT FINANCE AUTHORITY AND HOWARD-FAIRBAIRN SITE DESIGN, INC., INCREASING THE CONTRACT AMOUNT BY $164,068 FOR CONSTRUCTION OVERSIGHT AND REPORTING AND MATERIALS TESTING SERVICES FOR THE LEGACY PARK PROJECT AND BUDGET APPROPRIATION.

Notes: ACTION NEEDED: Acting as the Norman Tax Increment Finance Authority, motion to approve or reject Amendment No. One to Contract No. K-0708-142 with Howard-Fairbairn Site Design, Inc., increasing the contract amount by $164,068; and, if approved, authorize the execution thereof and appropriate $164,068 from the University North Park TIF Fund Balance (057-0000-253.20-00) to Project No. UT0098, Legacy Park Project, Design (057-9518-431.62-01).

ACTION TAKEN: _____

Agenda Date: 01/22/2013

Agenda Number: 18

Attachments: Text File Howard Fairbairn, Amendment One
K-0708-142, Original Contract Howard Fairbairn, PR Howard-Fairbairn

Project Manager: Jud Foster, Director of Parks and Recreation

Entered by: suzanne.terry@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-0708-142 Amd 1

Body

BACKGROUND: A separately identified component of the Project Plan for the University North Park Tax Increment Finance District (UNP TIF) adopted in May of 2006 was the development of Legacy Park. On October 23, 2007, the City of Norman and the Norman Tax Increment Finance Authority approved contract K-0708-76, "Development Agreement No. Three for the Development of Legacy Park", with University Town Center, LLC and University North Park, LLC (DA#3). On April 22, 2008, The Norman Tax Increment Finance

Authority entered into Contract No. K-0708-142 with Howard-Fairbairn Site Design, Inc., for the design of the Legacy Park Project, located on land in the University North Park (UNP) area. On June 23, 2009, the Norman Tax Increment Finance Authority (NTIFA) authorized the issuance of its Series 2009 Tax Increment Revenue Notes (Resolution No. R-0809-161). Among other things, the 2009 NTIFA Notes authorized up to $5,100,000 to finance the construction of Legacy Park. Release of funds for the construction of Legacy Park was conditioned on the parties reaching an agreement on Development Agreement No. 5.

The Howard-Fairbairn design of Legacy Park was presented to the TIF Oversight Committee and the City Council in the fall of 2009. Bid documents were prepared and construction bids were accepted for Legacy Park in December of 2009. The base bids with all add alternates exceeded the amount set aside for park construction. In addition, there continued to be an issue regarding ownership of the land for the park site not being conveyed to the City of Norman and consequently, the construction contract was not awarded, and the original bids allowed to lapse in 2010.

On May 8, 2012, the City of Norman and the Norman Tax Increment Finance Authority approved Contract No. K-1112-125 (also known as Development Agreement #5), "An Agreement Setting Forth Obligations Related to the Development of the Norman University North Park Project", with University North Park, LLC, University Town Center, LLC, and UNP Realty Investors, LLC. Among other things, this agreement made available additional funding from the 2009 NTIFA Notes, up to $7.99 million, for the construction of Legacy Park and associated roadway improvements. This additional funding was made available by recognizing savings realized during the construction of the Rock Creek Overpass and the lender's commitment to loan the full amount authorized under the 2009 Revenue Notes by allowing funding originally identified for Rock Creek Overpass construction to be drawn and utilized for Legacy Park and associated roadway improvement construction.

On July 24, 2012, the City of Norman approved the final plat for University North Park Addition Section IX and acceptance of public dedication of Parkland for Legacy Park. Once the final plat for University North Park Addition Section IX was filed, the City of Norman obtained full ownership of the site to be developed as Legacy Park. Having resolved both the park land ownership issue and strengthened the NTIFA's position for the construction funding of Legacy Park, Howard-Fairbairn was asked to update construction bid documents and rebid the project.

On October 19 and 26, 2012, Bid No. 1213-39 for the Legacy Park Construction Project was advertised in the *Norman Transcript, Bid News/i-squarefoot, e-plan* and *Dodge Report.* Bid packets were obtained by ten general contractors, five of whom responded with complete bids. The Bid Packet included a base bid for construction and twelve add-alternates, which are listed in an attachment. Bids were publicly opened by the Purchasing Division on November 20, 2012. The Bids were presented to the Council on December 11, 2012, to the TIF Development Oversight Committee on December 18, 2012, and discussed again with the Council on January 8, 2013. In accordance with the feedback from the TIF Oversight Committee and the Council, Contract K-1213-67 is being presented to Council for formal consideration in a companion item. Should that item be approved, then this item amends the Howard Fairbairn contract to primarily to add construction supervision services for the Legacy Park Construction Project.

DISCUSSION: Bids for the construction of Legacy Park were publicly opened by the Purchasing Division on November 20, 2012. The lowest and best-qualified bid was submitted by CGC, LLC in the Base Bid amount of $5,525,900. Parks and Recreation Department staff presented this base bid amount, as well as the add-alternates for the project to the City Council and the TIF Development Oversight Committee. Considering input from those meetings, a contract in the amount of $5,897,900 for the Legacy Park Construction Project with CGC, LLC will be recommended to the Council/NTIFA.

The original contract amount with Howard-Fairbairn was in the amount of $303,200. An unpaid balance of $39,120 remains on this contract. This amount is to be paid to Howard-Fairbairn for the originally-planned construction-phase project observation and management role their firm is to fulfill. Since the 2009 bid opening, there have been some updates and revisions in the project design, project estimates, and project management proposal that were required to re-bid the project.

Discussed with the City Council and TIF Oversight Committee was the proposal from Howard-Fairbairn to provide additional construction observation services for this project, beyond those in the 2008 contract. The total amendment amount proposed is $164,068. This includes $30,073 for rebidding costs; $93,875 for additional on-site construction observation and reporting; and $40,120 for estimated materials testing throughout the project. Details of the additional work include: all project plans and specification updates; re-issuance of bid documents and responses to bidder questions; participation in pre-bid, bid opening and contractor selection and negotiation; participation in pre-construction conferences; construction observation meetings; preparation of field reports and project documentation; responses to contractor requests for information; project progress meetings and reporting; expanded on-site observation (10-12 hours per week for an estimated 58 weeks); coordination of activities of The McKinney Partnership (TMP), Architects, as field liaison for the design team; site observations required by each consultant; communication with the City of Norman regarding project status and requests for information or action; project logs of all site activities and observation in order to document the results of the expanded on-site services for Howard-Fairbairn and the City of Norman; and construction testing services required by the City of Norman for materials installed throughout the project.

RECOMMENDATION NO. 1: Staff recommends amending Contract No. K-0708-142 with Howard-Fairbairn Site Design, Inc., in the additional amount of $164,068.

RECOMMENDATION NO. 2: It is further recommended upon approval of Amendment No. One to Contract No. K-0708-142 that $164,068 be appropriated from the University North Park TIF Fund Balance (057-0000-253.20-00) to Project No. UT0098, Legacy Park and Trail Project, Design (057-9518-431.62-01).

HOWARD-FAIRBAIRN
SITE DESIGN, INC.
LANDSCAPE ARCHITECTURE/
SITE PLANNING

CONTRACT AMENDMENT #1
LEGACY PARK
December 21, 2012

Article 1 PROJECT REBIDDING:

Document Update and Re-Bidding:

1.01 Update the Legacy Park Construction Documents to reflect comments by the City of Norman (CON), changes required by building codes, bid documents, all addendums, and compliance with the current adopted Accessibility Standards.

1.02 Prepare revised bid documents for reissue to prospective bidders, respond to questions, evaluate proposed substitutions, and provide support for the issuance of any addenda.

1.03 Participate in bid opening, contractor selection, & negotiation.

Article 2 Construction Observation – Expanded Services

2.05 Participate in construction observation meetings twice monthly on site (up to 30 meetings) and prepare field reports for issuance to the CON with a web link to digital photos of observations.

2.06 Conduct Expanded On-Site Observations as required and be available to the Contractor, to verify general conformance with the plans and specifications. Prepare additional field reports following each observation with supporting digital photographs in addition to the Basic Services noted above. This Expanded on-site presence is estimated to encompass an additional ten (10) to twelve (12) hours per week for the duration of the contracted construction term which is estimated at 58 weeks. All correspondence shall be copied for distribution to the Owner and all consultants.

2.07 Participate in all required preconstruction conferences for the project.

2.08 Prepare site observations of issues and transmit specific digital images, photographs, and documents for distribution appropriate members of the Design Team and Owner for response and action. The McKinney

Scott L. Howard, ASLA
Principal

3100 NW 149th St.-Oklahoma City, OK 73134
Voice 405.752.8018 – Fax 405.752.8701

Scott W. Fairbairn, ASLA
Principal

HOWARD - FAIRBAIRN
SITE DESIGN, INC.
LANDSCAPE ARCHITECTURE/
SITE PLANNING

Partnership (TMP) shall serve as the field liaison for the Design Team to address issues promptly as they develop and solicit action and response from the Design Team though HFSD.

2.09 Normal site observations required by each consultant and their response to issues specific to their work, when required, shall be undertaken by each consultant.

2.10 Communicate the Owner, as required, the project status and requests for information or action required.

2.11 TMP shall maintain general project logs of site activities and observations in order to document the results of the Expanded On-Site Services for HFSD and the Owner.

Note: These services are in addition to the services identified in Article 3.6 Construction Phase Services and Article 4.3.3. of the original AIA Contract B101-2007 between CON & HFSD.

Article 3 CONSTRUCTION TESTING:

3.01 Provide Construction Testing Services for the project based upon the attached proposal from PSI Engineering, Consulting & Testing (PSI) (See Exhibit "B"). Testing payments will be based upon the CON's policy of only paying for passing tests. Non-conforming, failed, or rejected tests shall be paid by the General Contractor. Any additional testing required, but not listed in the proposal by PSI, shall be billed as Additional Services, separate from the fees reflected in this proposal. HFSD shall not be responsible for accuracy of services provided by PSI.

Article 4 LANDSCAPE ARCHITECTURAL FEES:

4.01 Additional Fees for Project Re-Bidding, including Re-printing of documents shall be $ 30,073.49

4.02 Additional Fees for Expanded Services Construction Observation shall be provided on an hourly basis, not to exceed $ 93,875.00.

4.03 Additional Fees for Construction Testing Services shall be an estimated amount of $ 40,120.50

Refer to Exhibit "A" for hourly rate schedule.

HOWARD-FAIRBAIRN
SITE DESIGN, INC.
LANDSCAPE ARCHITECTURE/
SITE PLANNING

Article 5 **LANDSCAPE ARCHITECTURAL FEE PAYMENTS**:

5.01 Fees for architectural services shall be billed monthly in accordance with HFSD's Master Agreement along with all reimbursable expenses and shall be due and payable upon payment to HFSD by the Owner.

5.02 Accounts past due shall be charged an interest rate of 1% per month on the unpaid balance.

5.03 Should the Project be canceled prior to completion, only the fees for services performed and reimbursable expenses accrued through the time of Architect's receipt of written notice to cease work shall be due and payable.

Article 6 **ADDITIONAL SERVICES**:

6.01 Changes or additions to the design at the Owner's request after documents have been previously approved by the Owner.

6.02 Changes in scope of work other than what is outlined herein.

6.03 Preparation of Change Orders initiated by the Owner.

6.04 Construction Observation services required beyond the term of the construction as defined in the Contract for Construction, through no fault of The Design Team **Note:** Associated fees for this work shall be incorporated into the Owner-Contractor Agreement for reimbursement to the Owner as part of Liquidated Damages

6.05 Additional Services (approved in advance by the Owner) shall be billed hourly as listed in Exhibit "A" and shall be in addition to fees outlined in Article 4.

Article 7 **REIMBURSABLE EXPENSES**:

Actual costs of reimbursable expenses will be billed at one point one (1.1) times the cost in addition to the Base Fees listed in Article 4.

Reimbursable expenses shall be capped at $3,000. Expenses shall be invoiced with the progress billings and may include but are not necessarily limited to the following:

Scott L. Howard, ASLA
Principal

3100 NW 149th St.-Oklahoma City, OK 73134
Voice 405.752.8018 – Fax 405.752.8701

Scott W. Fairbairn, ASLA
Principal

HOWARD - FAIRBAIRN
SITE DESIGN, INC.
LANDSCAPE ARCHITECTURE/
SITE PLANNING

CONTRACT AMENDMENT #1
LEGACY PARK
December 21, 2012

Article 1 PROJECT REBIDDING:

Document Update and Re-Bidding:

1.01 Update the Legacy Park Construction Documents to reflect comments by the City of Norman (CON), changes required by building codes, bid documents, all addendums, and compliance with the current adopted Accessibility Standards.

1.02 Prepare revised bid documents for reissue to prospective bidders, respond to questions, evaluate proposed substitutions, and provide support for the issuance of any addenda.

1.03 Participate in bid opening, contractor selection, & negotiation.

Article 2 Construction Observation – Expanded Services

2.05 Participate in construction observation meetings twice monthly on site (up to 30 meetings) and prepare field reports for issuance to the CON with a web link to digital photos of observations.

2.06 Conduct Expanded On-Site Observations as required and be available to the Contractor, to verify general conformance with the plans and specifications. Prepare additional field reports following each observation with supporting digital photographs in addition to the Basic Services noted above. This Expanded on-site presence is estimated to encompass an additional ten (10) to twelve (12) hours per week for the duration of the contracted construction term which is estimated at 58 weeks. All correspondence shall be copied for distribution to the Owner and all consultants.

2.07 Participate in all required preconstruction conferences for the project.

2.08 Prepare site observations of issues and transmit specific digital images, photographs, and documents for distribution appropriate members of the Design Team and Owner for response and action. The McKinney

Scott L. Howard, ASLA
Principal

3100 NW 149th St.-Oklahoma City, OK 73134
Voice 405.752.8018 – Fax 405.752.8701

Scott W. Fairbairn, ASLA
Principal

HOWARD-FAIRBAIRN
SITE DESIGN, INC.
LANDSCAPE ARCHITECTURE/
SITE PLANNING

Partnership (TMP) shall serve as the field liaison for the Design Team to address issues promptly as they develop and solicit action and response from the Design Team though HFSD.

2.09 Normal site observations required by each consultant and their response to issues specific to their work, when required, shall be undertaken by each consultant.

2.10 Communicate the Owner, as required, the project status and requests for information or action required.

2.11 TMP shall maintain general project logs of site activities and observations in order to document the results of the Expanded On-Site Services for HFSD and the Owner.

Note: These services are in addition to the services identified in Article 3.6 Construction Phase Services and Article 4.3.3. of the original AIA Contract B101-2007 between CON & HFSD.

Article 3 CONSTRUCTION TESTING:

3.01 Provide Construction Testing Services for the project based upon the attached proposal from PSI Engineering, Consulting & Testing (PSI) (See Exhibit "B"). Testing payments will be based upon the CON's policy of only paying for passing tests. Non-conforming, failed, or rejected tests shall be paid by the General Contractor. Any additional testing required, but not listed in the proposal by PSI, shall be billed as Additional Services, separate from the fees reflected in this proposal. HFSD shall not be responsible for accuracy of services provided by PSI.

Article 4 LANDSCAPE ARCHITECTURAL FEES:

4.01 Additional Fees for Project Re-Bidding, including Re-printing of documents shall be $ 30,073.49

4.02 Additional Fees for Expanded Services Construction Observation shall be provided on an hourly basis, not to exceed $ 93,875.00.

4.03 Additional Fees for Construction Testing Services shall be an estimated amount of $ 40,120.50

Refer to Exhibit "A" for hourly rate schedule.

Scott L. Howard, ASLA
Principal

3100 NW 149th St.-Oklahoma City, OK 73134
Voice 405.752.8018 – Fax 405.752.8701

Scott W. Fairbairn, ASLA
Principal

HOWARD - FAIRBAIRN
SITE DESIGN, INC.
LANDSCAPE ARCHITECTURE/
SITE PLANNING

Article 5 **LANDSCAPE ARCHITECTURAL FEE PAYMENTS**:

5.01 Fees for architectural services shall be billed monthly in accordance with HFSD's Master Agreement along with all reimbursable expenses and shall be due and payable upon payment to HFSD by the Owner.

5.02 Accounts past due shall be charged an interest rate of 1% per month on the unpaid balance.

5.03 Should the Project be canceled prior to completion, only the fees for services performed and reimbursable expenses accrued through the time of Architect's receipt of written notice to cease work shall be due and payable.

Article 6 **ADDITIONAL SERVICES**:

6.01 Changes or additions to the design at the Owner's request after documents have been previously approved by the Owner.

6.02 Changes in scope of work other than what is outlined herein.

6.03 Preparation of Change Orders initiated by the Owner.

6.04 Construction Observation services required beyond the term of the construction as defined in the Contract for Construction, through no fault of The Design Team **Note:** Associated fees for this work shall be incorporated into the Owner-Contractor Agreement for reimbursement to the Owner as part of Liquidated Damages

6.05 Additional Services (approved in advance by the Owner) shall be billed hourly as listed in Exhibit "A" and shall be in addition to fees outlined in Article 4.

Article 7 **REIMBURSABLE EXPENSES**:

Actual costs of reimbursable expenses will be billed at one point one (1.1) times the cost in addition to the Base Fees listed in Article 4.

Reimbursable expenses shall be capped at $3,000. Expenses shall be invoiced with the progress billings and may include but are not necessarily limited to the following:

Scott L. Howard, ASLA
Principal

3100 NW 149th St.-Oklahoma City, OK 73134
Voice 405.752.8018 – Fax 405.752.8701

Scott W. Fairbairn, ASLA
Principal

HOWARD - FAIRBAIRN
SITE DESIGN, INC.
LANDSCAPE ARCHITECTURE/
SITE PLANNING

7.01 Cost of reproduction including prints, plots, photocopies, mounting of drawings, and all other documents. All documents shall be coordinated by HFSD.

7.02 Mileage at current IRS rates.

Article 8 SCHEDULE:

Upon receipt of this executed Contract Amendment #1, we are prepared to proceed immediately. This estimated schedule does not include delays or approval time required by the Owner.

8.01 Construction Per Contract

Please advise should you have any questions. If this Proposal meets with your approval, please execute both copies and return one for our records.

Respectfully,

Scott Howard, ASLA
Principal

NORMAN TAX INCREMENT FINANCE AUTHORITY

Approved as to form and legality this 17th day of January, 2013.

City Attorney

Approved by the Norman Tax Increment Finance Authority this _____ day of January, 2013.

ATTEST:

Secretary

Chairman

HOWARD - FAIRBAIRN
SITE DESIGN, INC.
LANDSCAPE ARCHITECTURE/
SITE PLANNING

Exhibit "A"
2012
BILLING RATES

Principal	$	175.00
Senior Architect	$	145.00
Principal Landscape Architect	$	130.00
Project Landscape Architect	$	110.00
Staff Landscape Design Associate	$	100.00
Technical Level IX	$	80.00
Technical Level VIII	$	75.00
Technical Level VII	$	70.00
Technical Level VI	$	65.00
Technical Level IV	$	55.00
Technical Level III	$	50.00
Technical Level II	$	45.00
Technical Level I	$	40.00
Administrative V	$	65.00
Administrative IV	$	60.00
Administrative III	$	55.00
Administrative II	$	50.00
Administrative I	$	45.00
Clerical	$	30.00

Hourly rates may be adjusted without notice based upon annual employee reviews and salary adjustments.

Scott L. Howard, ASLA
Principal

3100 NW 149th St.-Oklahoma City, OK 73134
Voice 405.752.8018 – Fax 405.752.8701

Scott W. Fairbairn, ASLA
Principal

Information To Build On
Engineering • Consulting • Testing

Exhibit "B"

December 10, 2012

Scott Howard
Howard-Fairbairn Site Design, Inc.
3100 NW 149th Street
Oklahoma City, Oklahoma 73134

Phone: 752-8018
Fax: 752-8701
Email: showard@hfsd.org

RE: Proposal for Construction Materials Testing
Proposed Legacy Park at University Town Center
Norman, Oklahoma
PSI Proposal No. P0546-83219 (Revised)

Dear Mr.Howard:

Professional Service Industries, Inc., PSI, is pleased to submit the following revised proposal for providing construction materials testing and observation services for the referenced project.

This proposal includes a summary of PSI's understanding of the project needs, an outline of the proposed scope of work, and unit rates applicable for the performance of these activities. PSI has also provided a total estimated cost based upon review of the construction documents and the estimate of the construction schedule. PSI's proposal has been prepared utilizing the following documents:

- Project manual prepared by The McKinney Partnership P.C. dated August 2, 2012
- Civil drawings prepared by SMC Consulting Engineers, P.C dated August 2, 2012
- Structural drawings prepared by Grossman & Keith Engineering dated August 1, 2012

The total cost estimate is based on PSI's review of these referenced documents and PSI's estimate of quantities. The scope of work has been developed based on PSI's interpretation of the job specifications for independent testing and observation. Our scope of work for the project is derived from the following specification sections:

Sheet SS-1 General Site Structural Notes

Section 3300 3.11 Field Quality Control

The services proposed herein are conventional in nature and do not include any special services that may lessen the risk of conditions that can contribute to moisture, mold or other microbial contaminate amplification in buildings. You may be aware that mold is abundant throughout nature and is comprised of a wide variety of microscopic fungi. Due to its nature, the potential for mold infestations cannot be completely eliminated. However, PSI offers a wide array of professional Moisture, Waterproofing, Roofing and indoor Air Quality/Mold Consulting services that can help minimize the likelihood of future

occurrences. PSI is interested in discussing these service options with you to suit your specific needs and project objectives. If requested, PSI will submit a proposal for these additional services under a separate cover for your review and authorization.

Construction Hive ™ is being employed as the primary report distribution platform by PSI to provide a better experience to our clients. You will have 24 hour access to your reports on this website from any internet enabled device with a web browser. Construction Hive ™ has powerful report viewing, retrieval and search capabilities that allow you to find the information you are looking for faster and with greater ease.

Some of the Construction Hive ™ options available include:

- Email notification of the posting of each report upon review and release by the PSI Project Manager.
- Email summary notification at the beginning or end of each day of all reports reviewed and released since the last notification.

PROJECT INFORMATION

It is understood that the proposed project will consist of outdoor amphitheater supported on drilled piers and spread footings. Earthwork operations are to cut and replace four feet of existing material with select fill. Other earthwork operations consist of less than three fill of fill material placement. New concrete street development is also indicated in the project.

This proposal is based on the testing and observation being limited to subgrade, fill, and backfill compaction; footings; rebar verification; field weld and bolt observations; masonry mortar and grout; and slump/air content and compressive strength determination of concrete. Material certifications, source quality control, process control and mix designs are not included herein.

Should any of the above information or assumptions made by PSI be inconsistent with the planned construction, PSI request that you contact us immediately to allow us to make any necessary modifications to this proposal.

TOTAL ESTIMATED COST FOR CONSTRUCTION TESTING

The total estimated costs are computed from PSI's unit costs and quantities derived from review of the project plans and specifications for the base bid. The total estimated price does not include retests, overtime charges, or delays in work due to others. These items will be charged additionally in accordance with PSI's outlined unit rates. The services on this project will be performed pursuant to the PSI General Conditions, a copy of which is attached to this proposal. Please note that testing and inspection services are difficult to estimate, as we are dependent on the pace and sequencing of the contractors.

A listing of anticipated services, associated unit rates, and total estimated costs for construction testing and observation services for the project are provided below.

Project Setup

Estimated 2 hours @ $100.00 per hour (6203)..... $ 200.00

Earthwork

Engineering Technician to Perform In-Place
Density Testing of Subgrade and Fill
and Pick Up Samples(1015)
Estimated 100 hours @ $40.00 per hour..... $ 4,000.00

Senior Engineering Technician to
Observe Proofrolling (1202)
Estimated 2 trips @3 hours per trip @ $55.00 per hour..... $ 330.00

Nuclear Density Measurement Equipment (4237)
Estimated 24 days @ $39.00 per day ..... $ 936.00

Moisture Density Relationship (Standard) (6461)
Estimated 4 tests @ $188.75 per test ..... $ 755.00

Atterberg Limit Determinations (6263)
Estimated 4 tests @ $80.50 per test ..... $ 322.00

Material Finer that #200 Sieve (6254)
Estimated 4 tests @ $55.25 per test ..... $ 221.00

Vehicle Charge (2001)
Estimated 25 trips @ $27.75 per trip ..... $ 693.75

Project Management (6783)
Estimated 12 hours @ $100.00 per hour..... $ 1,200.00

Foundations

Senior Engineering Technician to Observe
Foundation Excavations (1111) and Reinforcing Steel Placement (1207)
Estimated 40 trips @ 2 hours/trip @ $55.00 per hour..... $ 4,400.00

Vehicle Charge (2001)
Estimated 20 trips @ $27.75 per trip ..... $ 555.50

Project Management (6783)
Estimated 5 hours @ $100.00 per hour..... $ 500.00

Drilled Piers

Senior Engineer Technician To Observe Pier Drilling
Operations and Cast Concrete Cylinders (1183)(1683)
Estimated 40 hours @ $55.00 per hour..... $ 2,200.00

Vehicle Charge (2001)
Estimated 5 trips @ $27.75 per trip ..... $ 138.75

Project Management (6783)
Estimated 2 hours @ $100.00 per hour ..... $ 200.00

Concrete

Engineering Technician to Perform Slump,
Temperature, and Air Content Determinations,
and Cast Concrete Cylinders (1009)
Estimated 140 hours @ $40.00 per hour ..... $ 5,600.00

Compressive Strength Test of Concrete Cylinders (5498)
Estimated 240 tests @ $20.25 per test ..... $ 4,860.00

Cylinder Pickup (2064)
Estimated 20 @ $86.00 each ..... $ 1,720.00

Vehicle Charge (2001)
Estimated 60 trips @ $27.75 per trip ..... $ 1,665.00

Project Management (6783)
Estimated 20 hours @ $100.00 per hour ..... $ 2,000.00

Structural Steel

Certified Welding Inspector to Observe Field
Welded and Bolted Connections (1051)
Estimated 24 hours @ $70.00 per hour ..... $ 1,680.00

Vehicle Charge (2001)
Estimated 3 trips @ $27.75 per trip ..... $ 83.25

Project Management (6783)
Estimated 1 hour @ $100.00 per hour ..... $ 100.00

Masonry

Senior Engineering Technician to Cast Grout and/or Mortar Samples
(and visual verification of rebar placement) (1012)
Estimated 60 hours @ $55.00 per hour ..... $ 3,300.00

Compressive Strength of Grout Prisms (5957)
Estimated 24 tests @ $29.50 per test ..... $ 708.00

Compressive Strength of Mortar Cubes (5903)
Estimated 18 tests @ $29.50 per test ..... $ 531.00

Compressive Strength of Hollow Masonry Units (5924)
Estimated 3 tests @ $68.50 per test ..... $ 205.50

Vehicle Charge (2001)
Estimated 15 trips @ $27.75 per trip ..... $ 416.25

Project Management (6783)
Estimated 6 hours @ $100.00 per hour ..... $ 600.00

Total Estimated Cost **$ 40,120.50**

Fee Schedule Notes:

The following applies to all work PSI performs unless otherwise addressed in the proposal:

1. All services and fees are provided in accordance with the attached PSI General Conditions.
2. Unit prices/rates are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter.
3. Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 8:00 AM or after 5:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate will be 1.5 times the applicable rate. Surcharges for laboratory services during overtime hours, or for expedited testing, may apply (these charges will be 1.5 time the applicable unit rate).
4. All rates are billed on a portal to portal basis.
5. Transportation and per diem will be charged at the applicable rate.
6. Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price. A fuel surcharge may be applied to invoices to offset the increase in fuel prices for regular gasoline. Charges shall be made no more often than monthly.
7. A minimum charge of 3 hours applies to field testing and observation services. A minimum charge of 4 hours applies to welding and structural steel inspection.
8. Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 3 hour charge.
9. For all PSI services, a minimum of 0.3 hours of project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports. Drilled pier reports will be billed a minimum 0.5 hours per report.
10. The minimum billing increment for time is a half hour.
11. A project set-up charge of a minimum of two hours applies to all projects.
12. ACI 301-10 Section 1.6.2.2d, states that the contractor is responsible for "[providing] space and source of electrical power on the project site for facilities to be used for initial curing of concrete test specimens as required by ASTM C31/C31M, for the sole use of the Owner's quality assurance testing agency." PSI understands the term "space" to mean "an environmentally controlled and secure space" for initial curing in the field, and the contractor is required to provide electricity to and security of the space. Accordingly, this proposal does not include provisions or the associated fee for PSI to provide this service. The initial curing box can be provided by PSI at the project site for additional fees which shall include the daily rental cost and associated mobilization cost of the curing box. In the event the curing box is stolen or damaged, as the site security is the responsibility of the contractor, PSI shall invoice our client the cost the same at cost plus 15%.
13. Computer, fax, copies, etc. will be charged at a minimum rate of three percent of the total project fee.
14. Services and fees not listed on the schedule may be quoted on request.

Overtime will be billed at 1.5 times the aforementioned rates for all hours worked outside of 8:00 a.m. to 5:00 p.m., over eight (8) hours per day, and all hours worked on Saturdays, Sundays, and holidays. Personnel will be charged portal to portal on a whole hourly basis with a three (3) hour minimum charge per trip. A four (4) hour minimum applies to structural steel inspection per trip. As stated previously, additional charges for overtime, retests, and/or work delays will be added to the total estimated cost.

PSI proposes to provide experienced technical personnel to perform the necessary testing and inspection services as requested by the client. It is also proposed to accomplish the work on a unit price basis in accordance with the enclosed fee schedule and the work be performed pursuant to the PSI General Conditions. Copies of the PSI General Conditions and Fees are enclosed herewith and incorporated into this proposal. PSI's fees will be determined by the actual amount of services provided for this project.

AUTHORIZATION

PSI will proceed with the work after receipt of a signed copy of this proposal intact or after receipt of a purchase order which references PSI's proposal by number and date. PSI cannot issue copies of reports until receipt of formal authorization. When returning the proposal and General Conditions, please complete the attached Project Data Sheet so PSI may best serve your project.

PSI looks forward to providing services during the construction for the Legacy Park at University town Center in Norman, Oklahoma. Should you have any questions concerning this proposal or if PSI can be of further service, please contact the undersigned at (405) 632-8800.

Respectfully submitted,
PROFESSIONAL SERVICE INDUSTRIES, INC.
Certificate of Authorization No. 1111 Expires 06/30/13

Thomas M Hawes

Thomas Hawes
Project Manager
Construction Services

Jeff Raeis for

James M. Smith, P.E.
District Manager

TH/JMS/tr

Attachments: Project Data Sheet
General Conditions

AUTHORIZED BY:
AGREED TO THIS _____ DAY OF _____, 2012
Signature:_____
Printed Name:_____
Title:_____
Firm:_____

PROJECT DATA SHEET

CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES

1. Project Name: _____
2. Project Location: _____
3. Purchase Order No.: _____
4. Project Manager: _____ Telephone_____Fax_____
   E-mail Address:_____
5. Distribution of Reports:
   Name: _____
   E-mail address:_____

   Name: _____
   E-mail address:_____

   Name: _____
   E-mail address:_____

   Name: _____
   E-mail address:_____

   Name: _____
   E-mail address:_____

   Name: _____
   E-mail address:_____

6. Invoice To:
   Company Name:_____
   Address: _____

   _____

   Telephone: _____Fax: _____

7. Site Contact: _____Telephone No.: _____Fax No.:_____
8. Other Pertinent Information: _____

   _____

   _____

   _____

GENERAL CONDITIONS

1. PARTIES AND SCOPE OF WORK: Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.

3. PREVAILING WAGES. This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services PSI is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non--prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed document between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.

4. SCHEDULING OF WORK: The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.

5. ACCESS TO SITE: Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.

6. CLIENT'S DUTY TO NOTIFY ENGINEER: Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.

7. RESPONSIBILITY: PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontr actor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.

8. SAMPLE DISPOSAL: Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.

9. PAYMENT: The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

10. ALLOCATION OF RISK: CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI. STATEMENTS MADE IN PSI REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO $25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO $250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

11. INDEMNITY: Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.

12. TERMINATION: This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.

13. EMPLOYEES/WITNESS FEES: PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.

14. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring PSI to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

15. CHOICE OF LAW AND EXCLUSIVE VENUE: All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in DuPage County, Illinois, or the Federal Court for the Northern District of Illinois.

16. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

17. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreem[illegible]nded, modified or terminated only in writing, signed by each of the parties hereto.

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 4th day of April in the year 2008
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

The Norman Tax Increment Finance Authority
201 W. Gray, P.O. Box 370
Norman, OK. 73069

and the Architect:
(Name, address and other information)

Howard – Fairbairn Site Design, Inc.
3100 NW 149th St.
Oklahoma City, OK. 73134

for the following Project:
(Name, location and detailed description)

Legacy Park @ University Town Center
University Town Center, Norman, OK.
10acre (+/-) City park with the University Town Center Development, Norman, OK.

The Owner and Architect agree as follows.

See Exhibit A

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

/

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:26:28 on 05/12/2008 under Order No.1000351103_1 which expires on 4/4/2009, and is not for resale.
User Notes: (2128-17)

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

January 05, 2009

.2 Substantial Completion date:

March 2, 2010

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

30-4

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent 18-18le under the law. This document was produced by AIA software at 16:21:50 on 04/04/2008 under Order No.1000351103_1 which expires on 4/4/2009, and is not for resale.
User Notes: (3015190127)

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

$1,000,000.

.2 Automobile Liability

$1,000,000.

.3 Workers' Compensation

$1,000,000.

.4 Professional Liability

$250,000.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

30-5

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent permitted under the law. This document was produced by AIA software at 16:21:50 on 04/04/2008 under Order No.1000351103_1 which expires on 4/4/2009, and is not for resale.
User Notes: (3015190127)

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner and previously designed concept by Howard-Fairbairn Site Design, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2Based on the Owner's approval of the previously developed preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may or may not include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.2.1The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

3.2.2.1The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

(Paragraphs deleted)

§ 3.2.3 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.4 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

(Paragraphs deleted)

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of site features & improvements to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

Init. AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:21:50 on 04/04/2008 under Order No.1000351103_1 which expires on 4/4/2009, and is not for resale. User Notes: (3015190127)

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.2.4 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

(Paragraphs deleted)

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:21:50 on 04/04/2008 under Order No.1000351103_1 which expires on 4/4/2009, and is not for resale.
User Notes: (3015190127)

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's 30–8

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:21:50 on 04/04/2008 under Order No.1000351103_1 which expires on 4/4/2009, and is not for resale.
User Notes: (3015190127)

Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

30-9

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:21:50 on 04/04/2008 under Order No.1000351103_1 which expires on 4/4/2009, and 18-23 r resale.
User Notes: (3015190127)

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.
(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services		Responsibility *(Architect, Owner or Not Provided)*	Location of Service Description *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.1	Programming	Not Provided	
§ 4.1.2	Multiple preliminary designs	Not Provided	
§ 4.1.3	Measured drawings	Not Provided	
§ 4.1.4	Existing facilities surveys	Not Provided	
§ 4.1.5	Site Evaluation and Planning (B203™–2007)		
§ 4.1.6	Building information modeling	Not Provided	
§ 4.1.7	Civil engineering		
§ 4.1.8	Landscape design		
§ 4.1.9	Architectural Interior Design (B252™–2007)	Not Provided	
§ 4.1.10	Value Analysis (B204™–2007)	Not Provided	
§ 4.1.11	Detailed cost estimating		
§ 4.1.12	On-site project representation	Not Provided	
§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-designed record drawings	Not Provided	
§ 4.1.15	As-constructed record drawings	Not Provided	
§ 4.1.16	Post occupancy evaluation	Not Provided	
§ 4.1.17	Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	Not Provided	30-10

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:21:50 on 04/04/2008 under Order No.1000351103_1 which expires on 4/4/2009, and is not for resale.
User Notes: (3015190127)

§ 4.1.20	Telecommunications/data design	Not Provided	
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	Not Provided	
§ 4.1.22	Commissioning (B211™–2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™–2007)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™–2007)	Not Provided	
§ 4.1.27	Furniture, Finishings, and Equipment Design (B253™–2007)		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Any necessary services required beyond the scope of Exhibit A as approved by the City of Norman.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of bidders or persons providing proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;

.2 ~~Responding to the Contractor's requests for information that are not prepared in accordance with the~~ Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service; 30-11

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent 18-25 under the law. This document was produced by AIA software at 16:21:50 on 04/04/2008 under Order No.1000351103_1 which expires on 4/4/2009, and is not for resale.
User Notes: (3015190127)

.4 Evaluating an extensive number of Claims as the Initial Decision Maker;
.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
.2 Up to Fifty-two (52) visits to the site by the Architect over the duration of the Project during construction
.3 Four (4) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
.4 Four (4) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such

30-12

Init. AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:21:50 on 04/04/2008 under Order No.1000351103_1 which expires on 4/4/2009, and is not for resale. User Notes: (3015190127)

services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

Init. AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent under the law. This document was produced by AIA software at 16:21:50 on 04/04/2008 under Order No.1000351103_1 which expires on 4/4/2009, and is not for resale.
User Notes: (3015190127)

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in 30-14

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent ... e under the law. This document was produced by AIA software at 16:21:50 on 04/04/2008 under Order No.1000351103_1 which expires on 4/4/2009, and ... or resale.
User Notes: (3015190127)

any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[X] Arbitration pursuant to Section 8.3 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

30-15

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent under the law. This document was produced by AIA software at 16:21:50 on 04/04/2008 under Order No.1000351103_1 which expires on 4/4/2009, and is not for resale.
User Notes: (3015190127)

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

30-16

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:21:50 on 04/04/2008 under Order No.1000351103_1 which expires on 4/4/2009, and is not for resale.
User Notes: (3015190127)

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Three Hundred Three Thousand, Two Hundred Dollars, $ 303,200.00

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

30-17

Init.

/

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent [illegible] under the law. This document was produced by AIA software at 16:21:50 on 04/04/2008 under Order No.1000351103_1 which expires on 4/4/2009, and is not for resale.
User Notes: (3015190127)

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly Rate Schedule-
Project Landscape Architect $ 125.00
Principal Architect (The McKinney Partnership) $150.00
Principal Mechanical/Electrical Engineer (Darr-Collins) $150.00
Senior Landscape Design Associate $95.00
Senior Architect (The McKinney Partnership) $120.00
Mechanical/Electrical Engineer (Darr-Collins) $95.00
Civil Engineer (SMC Consulting) $150.00

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Direct cost for testing services

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus 1.0 (100% or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase		percent (	16	%)
Design Development Phase		percent (	22	%)
Construction Documents Phase		percent (	64	%)
Bidding or Negotiation Phase		percent (	5	%)
Construction Phase		percent (	15	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

(Table deleted)

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, standard form documents;

Init. / AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:21:50 on 04/04/2008 under Order No.1000351103_1 which expires on 4/4/2009, and is not for resale.
User Notes: (3015190127)

.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses; and
.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus 1.0 (100%) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.50% monthly

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect
.2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

N/A

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:21:50 on 04/04/2008 under Order No.1000351103_1 which expires on 4/4/2009, and is not for resale.
User Notes: (3015190127)

.3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A

This Agreement entered into as of the day and year first written above.

OWNER	ARCHITECT
(Signature)	*(Signature)*
Cindy Rosenthal, Chairman	Scott Howard, Principal
(Printed name and title)	*(Printed name and title)*

Approved as to form and legality by the Office of the City Attorney this 22 day of April, 2008.

City Attorney

ATTEST:

Brenda Hall

Secretary

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:26:28 on 05/12/2008 under Order No.1000351103_1 which expires on 4/4/2009, and is not for resale.
User Notes:

Init.

(21218-34)

EXHIBIT A

4 April 2008

Jud Foster, Director
Parks and Recreation Department
P. O. Box 370
Norman, Oklahoma 73070

Subject: Landscape Architectural & Site Planning Services for Legacy Park at University Town Center in Norman, OK

Dear Mr. Foster:

We are pleased to submit this proposal for Professional Services concerning the project referenced above. This Agreement is by and between Howard – Fairbairn Site Design, Inc. (HFSD) and the City of Norman (CN), Oklahoma.

HFSD shall provide professional services on the project referenced above to the extent as described in the following Scope of Work:

PROJECT UNDERSTANDING

The proposed parcel of land is a site located along the east side of I-35 between Robinson Street and Rock Creek Road (encompassing approximately 8.50 acres) and additional green space interconnecting Legacy Park to Legal Trail and to the Hotel Conference Center area increasing the total landscaped to approximately ten (10) acres Howard – Fairbairn Site Design, Inc. (HFSD) shall provide design services which include design, development, construction documentation, cost estimating, bidding period, construction observation services, as later described. And shall hire design consultants for completion of construction documents in accordance with the HFSD design and other necessary services.

The overall intent of the project is to develop a park that includes an area designated as a city park within the University Town Center development. HFSD's design services shall include detailed construction documents for the following:

- a large open pond
- fountain(s) at the center and at the sides of the pond
- a small amphitheatre with a covered stage and a seating area
- audio – video **power** connections at stage
- arbor(s)
- **Civil design (for sanitary sewer, storm drainage, pond overflow, and roadway design for two one way connector roads -between 24th Ave & Legacy Drive).**
- masonry accents
- pedestrian walks
- decorative hardscapes
- site furnishings, site fixtures per concept
- landscaping
- restrooms **(one building facility)**
- irrigation

30-21

18-35

EXHIBIT A

lighting
locations for the placement of art pieces/sculptures

The park is to be fully accessible, complying with ADA guidelines and requirements. The overall park character shall be in harmony with architectural styles currently under construction in the University Town Center Development and consistent with the Master Plan presented to City Council and attached as Exhibit A.

APPROACH

TASK 1: Background Studies – HFSD shall visit the project site and become familiar with overall site conditions. CN shall provide the following information:

Drawings of the site in Hard Copy and Disk.

- Site perimeter boundaries(s).
- Existing utilities(s) (within easement areas only).
- Site easements.

DESIGN DEVELOPMENT PHASE

TASK 2: Design Development Phase –
HFSD shall provide the following services in developing the design development phase:

- Develop Design Development drawings based on the Conceptual Site Master Plan previously prepared by HFSD and attached as Exhibit A and input provided by CN, the University Town Center Developer and University North Park Architectural Review Board.
- Design Development drawings shall include refinements to the concept drawings, identify hardscape material types, preliminary stage canopy plans, preliminary lighting layout and site furnishing locations.
- Prepare a preliminary opinion of probable costs.

CONSTRUCTION DOCUMENTATION PHASE

TASK 3: Upon the CN's approval of the Design Development drawings and opinion of probable construction costs, HFSD will develop working drawings and technical sections of the specifications to bid and construct all the work. In addition, HFSD shall prepare an opinion of probable construction cost for the final construction documents. HFSD shall prepare submittals for Design Development Phase at 65%, 95% and 100% Construction Documents for CN review.

HFSD shall prepare working drawings and specifications which shall conform to applicable codes and regulations of governmental bodies having jurisdiction over the work at the time of preparation.

In developing working drawings and specifications, HFSD shall coordinate its services with those of other consultants and maintain a construction budget according to the opinion of probable construction costs provided to and accepted by CN at the Design Development Phase (Task 2).

EXHIBIT A

BIDDING PHASE

TASK 4: Bidding Phase – After CN's approval of the construction documents and opinion of probable construction costs, HFSD shall, with CN assistance, develop bidding documents and oversee the bidding process for all aspects of construction.

CONSTRUCTION PHASE

TASK 5: Construction Observation – HFSD shall make visits to the site (as necessary during critical stages of construction, but not less than one time per week) to familiarize itself generally with the progress and quality of construction and to decide in general if the construction is continuing according to HFSD's design intent and construction documents. HFSD will keep CN informed of the progress of construction through field and progress reports. HFSD shall recommend to CN the rejection of work that fails to conform with the contract documents. Payment request will be sent at the Construction Observation phase on a monthly basis.

HFSD shall not be responsible for the acts or omissions of the Contractor or any Subcontractor, or any of the Contractor's or Subcontractor's agents or employees, or any other persons doing any of the work.

HFSD shall review shop drawings, samples and other submissions of the Contractor only for conformance with plans, details and specifications.

HFSD shall review applications for payment from general contractor and submit to CN with recommendation for payment according to a thirty (30) day billing cycle.

DEVELOPMENT BUDGETS

The initial construction budget determined by CN is $4,350,000.00 **(not including Civil related improvements, i.e. roads and storm drainage)** plus a contingency in the amount of $750,000.00. These monies are intended to include hardscape for Legacy Park, landscape and irrigation within Legacy Park, lake or pond construction and enhancements, contractor overhead and profit and a design fee. HFSD shall provide a complete design that shall conform to the approved budget.

MEETINGS AND SITE VISITS

HFSD shall meet as needed with CN to accomplish the complete design and construction development phase.

HFSD shall visit the site a minimum of one time per week, or as needed to adequately monitor the construction phase.

SCHEDULE OF DELIVERIES

EXHIBIT A

HFSD shall deliver design and construction documents based on the following schedule:

- Hardscape/water feature construction 12/15/08 (+/-)
- Lighting 12/15/08 (+/-)
- Irrigation 12/15/08 (+/-)
- Landscape 12/15/08 (+/-)
- Punch list 12/15/08 (+/-)
- Final punch list 12/15/08 (+/-)
- Field reports 12/15/08 (+/-)
- As built documentation on final Mylar set 12/15/08 (+/-)

EXCLUSIONS TO SCOPE OF SERVICES

HFSD assumes no responsibility for the accuracy of information on the drawings provided by CN, and shall not be liable for errors or omissions therein. HFSD does not contract or administer any of the actual construction. All construction contracting and construction administration shall be by CN.

FEES

Services described in the APPROACH for DESIGN SERVICES shall be provided as shown below, according to the terms and conditions in Appendix A attached and is incorporated and made part of the Agreement by reference. Payment requests will be sent at the Design Development Phase, Construction Document Phase, Bid Phase and monthly during Construction Observation Phase.

Fee Schedule-

Design Development Phase	**$ 50,750.**
Construction Documents Phase	
65% Submittal	**$ 65,800.**
95% Submittal	**$ 63,000.**
100% Submittal	**$ 63,000.**
Bidding Phase	**$ 15,150.**
Construction Observation Phase	**$ 45,500.**
Total Fee	**$ 303,200.**

If CN increases the development budget for HFSD's portion of work in excess of the original approved budget, then additional fees equal to 6.0% of the amount exceeding the original development budget shall be applied for design services.

REIMBURSABLE COSTS

Reimbursable costs shall be at Cost and are not included in the fixed sum shown in FEES.

EXHIBIT A

- Cost of any required out-of-town travel, outside of the Oklahoma City metropolitan area, including Norman, including airfare, hotel, meals and rental car.
- In-House printing and plotting expenses not to exceed $2,500.
- Outside reproduction, blueprinting, color printing/processing, electronic scans, photographic reproduction of drawings and other documents (hard copy and electronic) furnished or prepared concerning the work of the contract. Not to exceed $2,500 without written approval of CN.
- **Geo-Technical testing & soil borings.**
- Bid documents to be distributed through commercial print house.

We would be pleased to answer questions you may have or to clarify the various points in the APPROACH.

If this proposal meets with your approval, please sign below and return one copy for our files. HFSD will submit AIA-B-151 form of agreement, or other form of contract as may be required by CN, for formal consideration by the City of Norman.

Sincerely,

Howard – Fairbairn Site Design, Inc.

Scott L. Howard, President

Date: **April 4, 2008**

City of Norman

By: Cindy [signature]

Date: April 22, 2008

30-25

APPENDIX A

Appended to and part of Agreement for Professional Services between Howard – Fairbairn Site Design, Inc. (HFSD) and the City of Norman, OK (CN), dated **March 24, 2008.**

FEES FOR PROFESSIONAL SERVICES
Services outlined under the APPROACH shall be provided to the fixed sum stipulated the agreement for Professional Services.

EXTRA SERVICES
Extra Services shall be provided on a time basis computed at an hourly rate **as shown in the schedule below:**

Principal Landscape Architect	**$125.00**
Principal Architect	**$150.00 (The McKinney Partnership)**
Principal Mechanical Engineer	**$150.00 (Darr-Collins)**
Senior Landscape Design Associate	**$ 95.00**
Senior Architect	**$120.00 (The McKinney Partnership)**
Mechanical Engineer	**$ 95.00 (Darr-Collins)**

Extra Services include but are not limited to:

X Revisions and changes to approved drawings and the preparation of alternates or deductive change orders requested by the CN.

STATEMENTS
Fees for Professional Services shall be billed monthly for progress payment based upon percentage of work complete. Reimbursable Costs shall be billed with fee invoices.

ACCOUNTS
Accounts are payable net 30 days from date of invoice at our office in Oklahoma City, Oklahoma. HFSD will apply a service charge of one and a half percent of an invoice amount per month or portion of a month to all uncontested accounts not paid within 30 days of invoice date.

OWNERSHIP OF DOCUMENTS
Original drawings and other documents, as instruments of service, are the property of HFSD. None of them are to be used on other projects without written agreement of HFSD. HFSD will furnish one reproducible set of final documents to CN upon request as well as final documents in Autocad media format.

CREDITS/ACKNOWLEDGEMENTS
HFSD shall be given proper credit and acknowledgements for all services rendered including, but not limited to design.

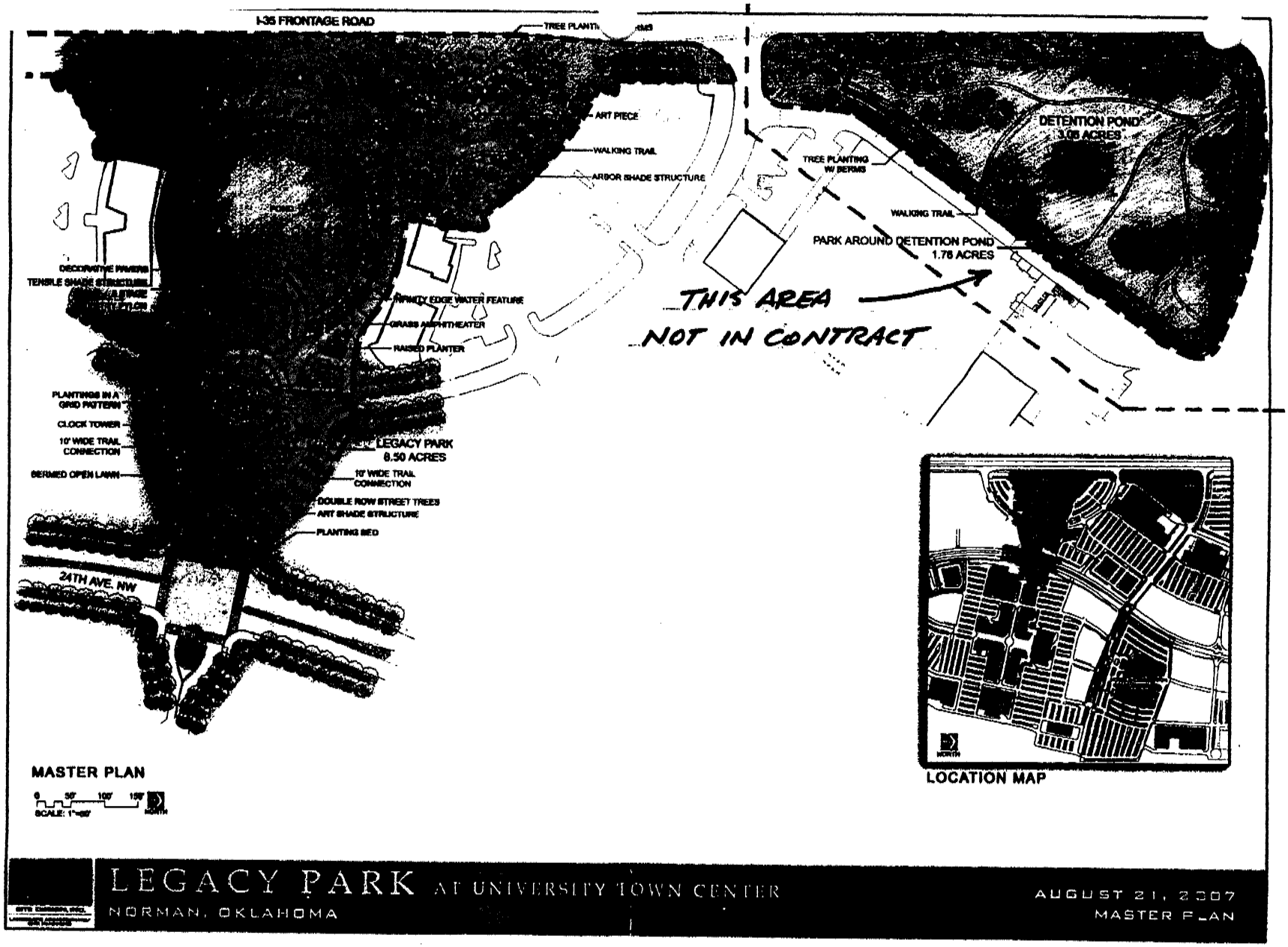
APPENDIX A

FORCE MAJEURE
HFSD shall not be responsible for any delay in the performance or progress of the work, or liable for any costs or damages sustained by CN resulting from such delay, caused by any act or neglect of CN or CN's representative, or by any third person acting as the agent, servant or employee of CN or by changes ordered in the work or because of compliance with any order or request of any federal, state or municipal government authority or any person purporting to act there for, or by acts of declared or undeclared war or by public disorder, riot or civil commotion, or by any other cause beyond the control and without the fault or negligence of HFSD. In case of any such delay, HFSD shall continue with due diligence to alleviate such delay and continue the performance of all obligations under this Agreement. The time during which HFSD is delayed in the performance of the work, shall be added to the time for completion of its services to the extent such time is specified in this Agreement. All additional costs or damages resulting from any delay in the performance or progress of the work caused by any act or neglect of CN, its agents or representatives, shall be borne entirely by CN.

ARBITRATION
Any controversy or claim arising out of or relating to the formation, interpretation, application, enforceability, or breach of this Agreement, including disputes about which persons or entities may be liable hereunder, shall be settled by arbitration at Oklahoma City, Oklahoma according to the rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party in any such arbitration shall be entitled to cover arbitration costs and reasonable attorneys fees, as determined by the arbitrator(s), in addition to any other relief available.

LAW
This Agreement shall be interpreted and enforced according to the laws of the State of Oklahoma.

TERMINATION
It is understood that services may be terminated upon 10 days written notice for good reason by either party. In this event, HFSD shall be compensated for all work performed before date of termination at the rates set forth in this Agreement.


I-35 FRONTAGE ROAD
ART PIECE
WALKING TRAIL
ARBOR SHADE STRUCTURE
DETENTION POND
3.08 ACRES
TREE PLANTING W/ BERMS
WALKING TRAIL
PARK AROUND DETENTION POND
1.76 ACRES
THIS AREA
NOT IN CONTRACT
DECORATIVE PAVERS
TENSILE SHADE STRUCTURE
INFINITY EDGE WATER FEATURE
GRASS AMPHITHEATER
RAISED PLANTER
PLANTINGS IN A GRID PATTERN
CLOCK TOWER
10' WIDE TRAIL CONNECTION
BERMED OPEN LAWN
LEGACY PARK
8.50 ACRES
10' WIDE TRAIL CONNECTION
DOUBLE ROW STREET TREES
ART SHADE STRUCTURE
PLANTING BED
24TH AVE. NW
MASTER PLAN
SCALE: 1"=50'
LOCATION MAP
LEGACY PARK AT UNIVERSITY TOWN CENTER
NORMAN, OKLAHOMA
AUGUST 21, 2007
MASTER PLAN

CONTRACT K-0708-142

Information To Build On
Engineering • Consulting • Testing

January 3, 2013

Exhibit "B"

Scott Howard
Howard-Fairbairn Site Design, Inc.
3100 NW 149th Street
Oklahoma City, Oklahoma 73134

Phone: 752-8018
Fax: 752-8701
Email: showard@hfsd.org

RE: Proposal for Construction Materials Testing
Proposed Legacy Park at University Town Center
Norman, Oklahoma
PSI Proposal No. P0546-83219 (Revised)

Dear Mr.Howard:

Professional Service Industries, Inc., PSI, is pleased to submit the following revised proposal for providing construction materials testing and observation services for the referenced project.

This proposal includes a summary of PSI's understanding of the project needs, an outline of the proposed scope of work, and unit rates applicable for the performance of these activities. PSI has also provided a total estimated cost based upon review of the construction documents supplied by Howard-Fairbairn Site Design, Inc. PSI's proposal has been prepared from general review of project plans and specification plus utilizing the following documents:

- Project manual prepared by The McKinney Partnership P.C. dated August 2, 2012
- Civil drawings prepared by SMC Consulting Engineers, P.C dated August 2, 2012
- Structural drawings prepared by Grossman & Keith Engineering and Structural Engineering Group dated August 1, 2012

The total cost estimate is based on PSI's review of these referenced documents and PSI's estimate of quantities. The scope of work has been developed based on PSI's interpretation of the job specifications for independent testing and observation. Our scope of work for the project is derived from the following specification sections:

Sheet SS-1 General Site Structural Notes

Section 3300 3.11 Field Quality Control

The services proposed herein are conventional in nature and do not include any special services that may lessen the risk of conditions that can contribute to moisture, mold or other microbial contaminate amplification in buildings. You may be aware that mold is abundant throughout nature and is comprised of a wide variety of microscopic fungi. Due to its nature, the potential for mold infestations cannot be

Professional Service Industries, Inc. • 801S.E. 59th Street • Oklahoma City, OK 73129 • Phone 405/632-6800 • Fax 405/631-2180

completely eliminated. However, PSI offers a wide array of professional Moisture, Waterproofing, Roofing and indoor Air Quality/Mold Consulting services that can help minimize the likelihood of future occurrences. PSI is interested in discussing these service options with you to suit your specific needs and project objectives. If requested, PSI will submit a proposal for these additional services under a separate cover for your review and authorization.

Construction Hive ™ is being employed as the primary report distribution platform by PSI to provide a better experience to our clients. You will have 24 hour access to your reports on this website from any internet enabled device with a web browser. Construction Hive ™ has powerful report viewing, retrieval and search capabilities that allow you to find the information you are looking for faster and with greater ease.

Some of the Construction Hive ™ options available include:

- Email notification of the posting of each report upon review and release by the PSI Project Manager.
- Email summary notification at the beginning or end of each day of all reports reviewed and released since the last notification.

PROJECT INFORMATION

It is understood that the proposed project will consist of outdoor amphitheater supported on drilled piers and spread footings. Earthwork operations are to cut and replace four feet of existing material with select fill. Other earthwork operations consist of less than three fill of fill material placement. New concrete street development is also indicated in the project.

This proposal is based on the testing and observation being limited to subgrade, fill, and backfill compaction; footings; rebar verification; field weld and bolt observations; masonry mortar and grout; and slump/air content and compressive strength determination of concrete. Material certifications, source quality control, process control and mix designs are not included herein.

Should any of the above information or assumptions made by PSI be inconsistent with the planned construction, PSI request that you contact us immediately to allow us to make any necessary modifications to this proposal.

TOTAL ESTIMATED COST FOR CONSTRUCTION TESTING

The total estimated costs are computed from PSI's unit costs and quantities derived from review of the project plans and specifications for the base bid. The total estimated price does not include retests, overtime charges, or delays in work due to others. These items will be charged additionally in accordance with PSI's outlined unit rates. The services on this project will be performed pursuant to the PSI General Conditions, a copy of which is attached to this proposal. Please note that testing and inspection services are difficult to estimate, as we are dependent on the pace and sequencing of the contractors.

A listing of anticipated services, associated unit rates, and total estimated costs for construction testing and observation services for the project are provided below.

Project Setup

Estimated 2 hours @ $100.00 per hour (6203)..... $ 200.00

Earthwork

Engineering Technician to Perform In-Place
Density Testing of Subgrade and Fill
and Pick Up Samples(1015)
Estimated 100 hours @ $40.00 per hour..... $ 4,000.00

Senior Engineering Technician to
Observe Proofrolling (1202)
Estimated 2 trips @3 hours per trip @ $55.00 per hour..... $ 330.00

Nuclear Density Measurement Equipment (4237)
Estimated 24 days @ $39.00 per day ..... $ 936.00

Moisture Density Relationship (Standard) (6461)
Estimated 4 tests @ $188.75 per test ..... $ 755.00

Atterberg Limit Determinations (6263)
Estimated 4 tests @ $80.50 per test ..... $ 322.00

Material Finer that #200 Sieve (6254)
Estimated 4 tests @ $55.25 per test ..... $ 221.00

Vehicle Charge (2001)
Estimated 25 trips @ $27.75 per trip ..... $ 693.75

Project Management (6783)
Estimated 12 hours @ $100.00 per hour..... $ 1,200.00

Foundations

Senior Engineering Technician to Observe
Foundation Excavations (1111) and Reinforcing Steel Placement (1207)
Estimated 40 trips @ 2 hours/trip @ $55.00 per hour..... $ 4,400.00

Vehicle Charge (2001)
Estimated 20 trips @ $27.75 per trip ..... $ 555.50

Project Management (6783)
Estimated 5 hours @ $100.00 per hour..... $ 500.00

Drilled Piers

Senior Engineer Technician To Observe Pier Drilling
Operations and Cast Concrete Cylinders (1183)(1683)
Estimated 40 hours @ $55.00 per hour..... $ 2,200.00

Vehicle Charge (2001)
Estimated 5 trips @ $27.75 per trip ..... $ 138.75

Project Management (6783)
Estimated 2 hours @ $100.00 per hour ..... $ 200.00

Concrete

Engineering Technician to Perform Slump,
Temperature, and Air Content Determinations,
and Cast Concrete Cylinders (1009)
Estimated 140 hours @ $40.00 per hour ..... $ 5,600.00

Compressive Strength Test of Concrete Cylinders (5498)
Estimated 240 tests @ $20.25 per test ..... $ 4,860.00

Cylinder Pickup (2064)
Estimated 20 @ $86.00 each ..... $ 1,720.00

Vehicle Charge (2001)
Estimated 60 trips @ $27.75 per trip ..... $ 1,665.00

Project Management (6783)
Estimated 20 hours @ $100.00 per hour ..... $ 2,000.00

Structural Steel

Certified Welding Inspector to Observe Field
Welded and Bolted Connections (1051)
Estimated 24 hours @ $70.00 per hour ..... $ 1,680.00

Vehicle Charge (2001)
Estimated 3 trips @ $27.75 per trip ..... $ 83.25

Project Management (6783)
Estimated 1 hour @ $100.00 per hour ..... $ 100.00

Masonry

Senior Engineering Technician to Cast Grout and/or Mortar Samples
(and visual verification of rebar placement) (1012)
Estimated 60 hours @ $55.00 per hour ..... $ 3,300.00

Compressive Strength of Grout Prisms (5957)
Estimated 24 tests @ $29.50 per test ..... $ 708.00

Compressive Strength of Mortar Cubes (5903)
Estimated 18 tests @ $29.50 per test ..... $ 531.00

Compressive Strength of Hollow Masonry Units (5924)
Estimated 3 tests @ $68.50 per test ..... $ 205.50

Vehicle Charge (2001)
Estimated 15 trips @ $27.75 per trip ..... $ 416.25

Project Management (6783)
Estimated 6 hours @ $100.00 per hour ..... $ 600.00

Total Estimated Cost **$ 40,120.50**

Fee Schedule Notes:

The following applies to all work PSI performs unless otherwise addressed in the proposal:

1. All services and fees are provided in accordance with the attached PSI General Conditions.
2. Unit prices/rates are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter.
3. Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 8:00 AM or after 5:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate will be 1.5 times the applicable rate. Surcharges for laboratory services during overtime hours, or for expedited testing, may apply (these charges will be 1.5 time the applicable unit rate).
4. All rates are billed on a portal to portal basis.
5. Transportation and per diem will be charged at the applicable rate.
6. Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price. A fuel surcharge may be applied to invoices to offset the increase in fuel prices for regular gasoline. Charges shall be made no more often than monthly.
7. A minimum charge of 3 hours applies to field testing and observation services. A minimum charge of 4 hours applies to welding and structural steel inspection.
8. Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 3 hour charge.
9. For all PSI services, a minimum of 0.3 hours of project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports. Drilled pier reports will be billed a minimum 0.5 hours per report.
10. The minimum billing increment for time is a half hour.
11. A project set-up charge of a minimum of two hours applies to all projects.
12. ACI 301-10 Section 1.6.2.2d, states that the contractor is responsible for "[providing] space and source of electrical power on the project site for facilities to be used for initial curing of concrete test specimens as required by ASTM C31/C31M, for the sole use of the Owner's quality assurance testing agency." PSI understands the term "space" to mean "an environmentally controlled and secure space" for initial curing in the field, and the contractor is required to provide electricity to and security of the space. Accordingly, this proposal does not include provisions or the associated fee for PSI to provide this service. The initial curing box can be provided by PSI at the project site for additional fees which shall include the daily rental cost and associated mobilization cost of the curing box. In the event the curing box is stolen or damaged, as the site security is the responsibility of the contractor, PSI shall invoice our client the cost the same at cost plus 15%.
13. Computer, fax, copies, etc. will be charged at a minimum rate of three percent of the total project fee.
14. Services and fees not listed on the schedule may be quoted on request.

Overtime will be billed at 1.5 times the aforementioned rates for all hours worked outside of 8:00 a.m. to 5:00 p.m., over eight (8) hours per day, and all hours worked on Saturdays, Sundays, and holidays. Personnel will be charged portal to portal on a whole hourly basis with a three (3) hour minimum charge per trip. A four (4) hour minimum applies to structural steel inspection per trip. As stated previously, additional charges for overtime, retests, and/or work delays will be added to the total estimated cost.

PSI proposes to provide experienced technical personnel to perform the necessary testing and inspection services as requested by the client. It is also proposed to accomplish the work on a unit price basis in accordance with the enclosed fee schedule and the work be performed pursuant to the PSI General Conditions. Copies of the PSI General Conditions and Fees are enclosed herewith and incorporated into this proposal. PSI's fees will be determined by the actual amount of services provided for this project.

AUTHORIZATION

PSI will proceed with the work after receipt of a signed copy of this proposal intact or after receipt of a purchase order which references PSI's proposal by number and date. PSI cannot issue copies of reports until receipt of formal authorization. When returning the proposal and General Conditions, please complete the attached Project Data Sheet so PSI may best serve your project.

PSI looks forward to providing services during the construction for the Legacy Park at University town Center in Norman, Oklahoma. Should you have any questions concerning this proposal or if PSI can be of further service, please contact the undersigned at (405) 632-8800.

Respectfully submitted,
PROFESSIONAL SERVICE INDUSTRIES, INC.
Certificate of Authorization No. 1111 Expires 06/30/13

Thomas M Hawes

Thomas Hawes
Project Manager
Construction Services

James M. Smith, P.E.
District Manager

TH/JMS/tr

Attachments: Project Data Sheet
General Conditions

AUTHORIZED BY:
AGREED TO THIS _____ **DAY OF** _____, **2013**
Signature:_____
Printed Name:_____
Title:_____
Firm:_____

PROJECT DATA SHEET

CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES

1. Project Name: _____
2. Project Location: _____
3. Purchase Order No.: _____
4. Project Manager: _____ Telephone_____ Fax_____
   E-mail Address: _____
5. Distribution of Reports:
   Name: _____
   E-mail address: _____
   Name: _____
   E-mail address: _____
   Name: _____
   E-mail address: _____
   Name: _____
   E-mail address: _____
   Name: _____
   E-mail address: _____
   Name: _____
   E-mail address: _____

6. Invoice To:
   Company Name: _____
   Address: _____
   _____
   Telephone: _____ Fax: _____

7. Site Contact: _____ Telephone No.: _____ Fax No.: _____
8. Other Pertinent Information: _____
   _____
   _____
   _____

PURCHASE REQUISITION NBR: 0000212067

STATUS: DIVISION APPROVAL

REQUISITION BY: TERRY-FOSTER

REASON: LEGACY PARK DESIGN - AMEND CONTRACT#K-0708-142

DATE: 1/14/13

SHIP TO LOCATION: PARKS AND RECREATION

SUGGESTED VENDOR: 9752 HOWARD-FAIRBAIRN SITE DESIGN I

DELIVER BY DATE: 1/14/13

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	LEGACY PARK DESIGN - AMEND CONTRACT#K-0708-142 CITY COUNCIL AGENDA 1/22/2013 CONTRACT#K-0708-142 ACCT#057-9518-431.6201-UT0098 COMMODITY: ARCHITECTURAL SERVICES, P SUBCOMMOD: ARCHITECT SERVICES, PROFE	164068.00	EA	1.0000	164068.00	COUNCIL 1-22-2013

REQUISITION TOTAL: 164068.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	05795184316201	Capital Projects Design	UT0098 UNP Legacy Park & Trail	100.00	164068.00
					164068.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

City of Norman, OK

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

Master

File Number: K-0910-55 Auth. #1

File ID:	K-0910-55 Auth. #1	**Type:**	Authorization for Purchase	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 19	**In Control:**	City Council
Department:	Utilities Department	**Cost:**	$73,580.00	**File Created:**	12/27/2012
File Name:	K-0910-55 Auth #1 SMP12 Oncall Svs-Lemke			**Final Action:**	

Title: AUTHORIZATION FOR AN EXPENDITURE UNDER CONTRACT NO. K-0910-55 WITH LEMKE LAND SURVEYING IN AN AMOUNT NOT-TO-EXCEED $73,580 TO PROVIDE SURVEYING AND DRAFTING SERVICES FOR THE FYE 12 SEWER MAINTENANCE PROJECT.

Notes: ACTION NEEDED: Acting as the Norman Utilities Authority, motion to approve or reject the authorization of expenditure under Contract No. K-0910-55 with Lemke Land Surveying in an amount not-to-exceed $73,580; and, if accepted authorize the execution thereof.

ACTION TAKEN: _____

Agenda Date: 01/22/2013

Agenda Number: 19

Attachments: Text File Lemke, Project Work Order, K-0910-55, Location map, PR Lemke

Project Manager: Charlie Thomas, Capital Projects Engineer

Entered by: charlie.thomas@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/22/2013					

Text of Legislative File K-0910-55 Auth. #1

Body

BACKGROUND: In 2001, the citizens of Norman approved a five dollar per month maintenance fee providing for the systematic replacement of aged and deteriorating sewer lines throughout our system. The Sewer Maintenance Project FYE12 (SMP12) is rehabilitative in nature and includes replacement of almost 33,000 linear feet (LF) of sewer line and about 270 manholes. Deteriorated pipe will be replaced with thick wall, high density polyethylene (HDPE) sewer pipe, using primarily the pipe-bursting technique. The project area is generally bounded by Boyd Street to the north, Imhoff Creek to the west, Lakewood Drive to the south, and Elm Avenue to the east, with one supplementary area south of Boyd, west of BNSF (map attached).

On August 25, 2009, the Norman Utilities Authority (NUA) approved Contract K-0910-55 with Lemke Land Surveying for on-call surveying and drafting services. An RFP process was completed at that time. SMP12 is the type of project the on-call contract is meant to address.

DESCRIPTION: Staff desires to accept Lemke's estimate in an amount not to exceed $73,580, for surveying and drafting services to assist staff design of SMP12. The project scope and cost estimate is attached. The estimate is reasonable, in accordance with the terms and conditions of the on-call contract, and at the contract rates. The Fiscal Year Ending (FYE) 2013 budget for SMP12, Project WW0070, includes an unencumbered balance of $75,000 in Account 321-9338-432.62-01 for design, which is sufficient to fund the contract. This expenditure under Contract No. K-0910-55 is being brought forward for Council approval because it exceeds $25,000.

RECOMMENDATION: Staff recommends approval of Authorization for an Expenditure under Contract No. K-1213-138 with Lemke Land Surveying in an amount not to exceed $73,580 to provide on-call surveying and drafting services for the Sewer Maintenance Project FYE12.

LEMKE
LAND SURVEYING
www.Lemke-LS.com

Surveying & GIS
Services Provider

December 6, 2012

Mr. Charlie Thomas, PE
City of Norman Utilities Department
201 West Gray, Building C
Norman, OK 73069

Re: Sewer Maintenance Plan – FYE 2012
Norman, Oklahoma

Dear Mr. Thomas,

Thank you for requesting a proposal on the referenced project from Lemke Land Surveying under the current agreement for on-call City-wide surveying services. The terms and conditions of Contact K-0910-55 remain in effect.

Project Scope:

- Base Survey includes 234+/- sanitary sewer manholes
- Alternate #1 includes 37 +/- sanitary sewer manholes
- The survey(s) will include:
  - Manhole location / coordinates
  - Rim elevation
  - Invert / flowline elevation (depth of manhole)
  - Pipe diameter sizes (from video inspections)
- Prepare report / exhibit / deliverables
  - Annotate a City GIS Map of the project area with:
    - Depth of each manhole
    - Length of pipe between manholes
    - Slope of pipe between manholes
    - Diameter of pipes (from video inspections)
  - Prepare profiles, based on city contour information, of those lines planning to be up-sized and/or replaced by open-trench method.

Total Cost Estimate: $73,580.00

Thanks again for this opportunity and should you have any questions, comments, or change in scope, please feel free to give me a call.

Respectfully,

Kelly J. Henderson, PLS, CFedS
Senior Project Manager

3226 Bart Conner Drive
Norman, OK 73072
Phone 405.366.8541
Fax 405.366.8540

AGREEMENT FOR ON-CALL SURVEYING SERVICES

This AGREEMENT between the City of Norman/Norman Utilities Authority (OWNER) and Lemke Land Surveying, Inc. (SURVEYOR)

WITNESSETH

WHEREAS, the OWNER requires a registered land SURVEYOR to perform SERVICES in connection with miscellaneous City-wide PROJECT(S) ; and

WHEREAS, OWNER intends to engage the services of a SURVEYOR to provide professional surveying SERVICES; and

WHEREAS, the SURVEYOR will provide said SERVICES for these PROJECT(S) in accordance with this AGREEMENT;

NOW THEREFORE, in consideration of the promises contained in this AGREEMENT, OWNER and SURVEYOR, on the date last executed below, agree as follows:

ARTICLE 1 - TERM OF AGREEMENT

The parties desire to enter into a multi-year AGREEMENT to secure certain benefits to the contract that would not otherwise be attainable if a multi-year AGREEMENT were not available. Accordingly, it is the expressed intent of the OWNER to renew the obligations of this contract on an annual basis during the term of this AGREEMENT, subject to an annual appropriation of funds by the OWNER to fund its obligations under this AGREEMENT and subject to Article 11 herein. However, it is also recognized that the OWNER can only contract for obligations that occur during a particular fiscal year. To the extent the OWNER'S obligations are not funded for any fiscal year during the term of this AGREEMENT, then the portion of the AGREEMENT covering the fiscal year where the OWNER'S obligations are unfunded shall be void and unenforceable as to both parties.

ARTICLE 2 – GENERAL CONDITIONS AND SURVEYOR'S RESPONSIBILITIES

2.1 The parties mutually agree and acknowledge that this is an Oklahoma AGREEMENT and any dispute shall be resolved in accordance with the Laws of the State of Oklahoma and actions if necessary shall be brought in the District Court of Cleveland County. In the event of ambiguity in any of the terms of this AGREEMENT, it shall not be construed for or against any party on the basis that such party did or did not author the same.

2.2 The standard of care for all SERVICES under this AGREEMENT will be the care and skill ordinarily used by members of SURVEYOR's profession practicing under similar circumstances at the same time and in the same locality. The SURVEYOR further agrees to be liable for any damages caused by its negligence and/or the negligent failure to timely discover and/or make such necessary corrections. The SURVEYOR is not relieved of liability for design errors, deficiencies or inadequacies undiscovered by the OWNER upon its review or inspection, nor is the SURVEYOR relieved from liability for the OWNER's lack of review or inspection of said documents.

2.3 A waiver by either OWNER or SURVEYOR of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

2.4 The City of Norman is an Equal Opportunity Employer.

2.5 The SURVEYOR shall comply with all existing federal, state and local laws, rules and regulations including, but not limited to those pertaining to Collusion and Equal Employment Opportunity (EEO).

2.6 Liability, Indemnification and Insurance shall survive completion, suspension, or termination, for any reason, of this AGREEMENT.

ARTICLE 3 - WORK ORDERS FOR SERVICES TO BE PERFORMED BY SURVEYOR

Upon receipt of an acceptable proposal from the SURVEYOR for scope, schedule and cost estimate of SERVICES, the OWNER will issue a written project-specific work order for each Authority/City PROJECT. Time is of the essence. The City/NUA and the SURVEYOR will determine a mutually agreeable schedule for completion of SERVICES for each PROJECT.

ARTICLE 4 - OWNER'S RESPONSIBILITIES

4.1. OWNER-Furnished Data: OWNER will provide to SURVEYOR all requested electronic data in OWNER's possession relating to SURVEYOR's SERVICES on the PROJECT, which may be available from the OWNER's various departments relative to utilities as-builts, operations records, parcels, and any other such data necessary. SURVEYOR may reasonably rely upon the accuracy, timeliness, and completeness of the information provided by OWNER.

4.2. Access to Facilities and Property: OWNER will make its facilities accessible as required for SURVEYOR's performance of its SERVICES.

4.3. Timely Review: OWNER will examine SURVEYOR's proposals, reports, drawings, specifications, and other documents; and transmit OWNER comments or other decisions to SURVEYOR in a timely manner.

ARTICLE 5 - ASSIGNMENT

Inasmuch as this AGREEMENT is a personal and professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the SURVEYOR to provide professional and personal services to the OWNER, the parties agree that the SURVEYOR may not assign its obligations, rights or interest in this AGREEMENT except as set forth elsewhere herein concerning Termination.

ARTICLE 6 - LIABILITY AND INDEMNIFICATION

6.1. General. Having considered the potential liabilities that may exist during the performance of the SERVICES, the SURVEYOR's compensation for the SERVICES, the benefits of, and the promises contained in, this AGREEMENT, OWNER and SURVEYOR agree to allocate and limit such liabilities in accordance with this Article.

6.2. Indemnification. SURVEYOR and OWNER each agrees to defend, indemnify and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors or omissions. In the event such claims, losses, damages or expenses are caused by the joint or concurrent negligence of SURVEYOR and OWNER, such liability shall be borne by each party in proportion to its own negligence.

6.3. Employee Claims. SURVEYOR shall indemnify OWNER against legal liability for damages arising out of claims by SURVEYOR's employees. OWNER shall indemnify SURVEYOR against legal liability for damages arising out of claims by OWNER's employees.

6.4. Consequential Damages. To the fullest extent permitted by law, neither party shall be liable for any special, indirect or consequential damages resulting from the SERVICES or this AGREEMENT.

6.5. Unanticipated Hazardous Materials. In the event hazardous material or waste is encountered by SURVEYOR during the course of performing its SERVICES, and conditioned upon the fact that OWNER did not previously advise SURVEYOR of the existence thereof, then and in that event:

a. OWNER and SURVEYOR agree that the scope of services, schedule, and any cost estimates shall be adjusted and compensation to SURVEYOR shall increase as is reasonably necessary. If the discovery of hazardous substances requires SURVEYOR to take immediate measures to protect health and safety, SURVEYOR agrees to notify OWNER within a reasonable time following such discovery. In

addition to any required adjustments in the scope of SERVICES and cost estimate, OWNER agrees to reimburse SURVEYOR for the reasonable costs of implementing measures to protect health and safety.

b. OWNER shall indemnify, defend and hold SURVEYOR, its officers, directors, agents, servants and employees, harmless from any claim, demand or action brought by any third party which is based upon injury or damage caused by said hazardous material or waste.

ARTICLE 7 - INSURANCE

During performance of the SERVICES under this AGREEMENT, SURVEYOR shall maintain the following insurance:

7.1. Commercial General Liability (Combined Property Damage, Bodily Injury and Death): $1,000,000 each occurrence; $2,000,000 aggregate.

7.2. Automobile Liability (Combined Property Damage and Bodily Injury): $1,000,000.

7.3. Workers Compensation: Statutory; plus Employers' Liability (each occurrence): $500,000.

7.4. Professional Liability: $2,000,000.

SURVEYOR shall furnish OWNER certificates of insurance with provision that such insurance shall not be canceled, decreased nor fail to be renewed without at least thirty (30) days written notice to OWNER. SURVEYOR and OWNER shall each require its insurance carriers to waive all rights of subrogation against the other, and its directors, officers, partners, commissioners, officials, agents and employees for damages covered by any applicable General Liability insurance policies during and after the SERVICES. A similar provision shall be incorporated into all contractual arrangements entered into by OWNER and shall protect OWNER and SURVEYOR to the same extent.

ARTICLE 8 - LIMITATIONS OF RESPONSIBILITY

SURVEYOR shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety precautions and programs in connection with any PROJECT, unless specifically provided in Article 9 - SERVICES; (2) the failure of any contractor, subcontractor, vendor or other PROJECT participant, not under contract to SURVEYOR, to fulfill contractual responsibilities to the OWNER or to comply with Federal, State or local laws, regulations, and codes; or (3) procuring permits, certificates and licenses required for any construction unless such responsibilities are specifically assigned to SURVEYOR in a mutually agreeable Work Order.

ARTICLE 9 - SERVICES

The SURVEYOR is hereby employed by the OWNER to perform in accordance with good surveying practices and in the best interest of the City of Norman, all of the various professional SERVICES as follows:

9.1. Design Surveys. By using a combination of boundary and topographic surveys, prepare drawings showing:

A. The configuration of the surface of the property/site using elevation contours of the appropriate intervals on spot elevations.

B. The location of permanent natural and artificial objects using standard mapping designations.

C. The existence, location and elevation of utilities, including the size and type of material.

D. If required, prepare design-ready CADD files of surveys.

Prepare control surveys, which provide horizontal and/or vertical position data for the support or control of subordinate surveys and/or mapping.

9.2. Property Surveys. Determine the boundaries of property by the research of public and private records combined with site investigation.

Establish or re-establish boundary locations on the ground and prepare maps showing those locations.

Prepare legal descriptions and drawings to be used in the acquisition of property and for the acquisition of easements and rights-of-way.

Identify easements, encroachments and other matters adversely affecting title to property.

All surveys are to be performed to the minimum standards for the practice of land surveying as established by the State Board of Registration for Professional Engineers and Land Surveyors.

Recording of corners as required by the Corner Perpetuation and Filing Act must be completed for each survey as necessary.

9.3. Construction Staking and/or As-built Surveys. Conduct surveys to determine the adequacy of completion.

Conduct surveys to obtain essential dimensions for computing construction pay quantities.

Conduct surveys upon completion of construction to determine final horizontal and vertical location.

9.4. Response Time. If an emergency exists, making it necessary to have the SURVEYOR on the job site immediately, the SURVEYOR shall respond as soon as possible, but not later than four (4) hours, otherwise the SURVEYOR shall respond within seventy-two (72) hours.

9.5. Surveying Procedures. The OWNER shall have the option of requesting that the SURVEYOR use standard and/or specialized surveying procedures.

ARTICLE 10 - COMPENSATION

The OWNER agrees to pay the SURVEYOR as compensation for professional surveying services listed above at the following rates:

10.1. Basic Services. The SURVEYOR shall be paid on the basis of $95.00 per hour for the use of a standard two-man survey crew to include transportation of equipment and materials, overhead and profit, and all reports to be made.

10.2. Additional Survey Services. Any additional services requested in writing by the OWNER shall be performed by the SURVEYOR at the following hourly rates:

Principal Land Surveyor	$105.00
Professional Land Surveyor	$95.00
Professional Engineer	$95.00
GIS Consultant	$90.00
Field Technician – Standard	$50.00
Field Technician – HAZWOPER Trained Level C	$55.00
Field Technician – HAZWOPER Trained Level D	$50.00
GPS/RTK Robotic Equipment	$45.00
CADD Technician	$60.00
Data Reduction/Office Calculations	$75.00
Clerical	$35.00
ATV (4-Wheel)	$40.00/half day

The SURVEYOR may submit invoices, accompanied by detailed description of the total work accomplished to the OWNER, not more than once per month.

23-24

ARTICLE 11 – DOCUMENTS, RECORDS AND ACCOUNTS

11.1. All documents, as-built and other drawings, field notes, photographs and information, specifications, reports, survey results, computer files and any other materials or information produced, created or accumulated in performing this AGREEMENT, are and shall remain the property of the OWNER and may be reproduced, distributed and published in whole or in part without permission or any additional payments or fees to SURVEYOR. Reuse of said documents by the OWNER shall be at the OWNER's risk and responsibility and not that of SURVEYOR. The parties may use any portions of said documents at their own risk and responsibility. The SURVEYOR shall do weekly backups of computer files and maintain said backups in a safe and secure location.

11.2. At OWNER's request, SURVEYOR shall furnish OWNER with deliverables and/or other data on electronic media. The SURVEYOR will retain all pertinent records, documents and files (both electronic and paper) for a period of five (5) years beyond completion of each PROJECT or termination of the AGREEMENT for any reason. Said records shall include that stated above, but are not limited thereto, and that have not been submitted to the OWNER subsequent to final completion of the PROJECT. OWNER may have access to such records during mutually agreeable normal business hours.

11.3. Such records shall also include its internal accounting records, and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this AGREEMENT. The SURVEYOR must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The SURVEYOR shall permit periodic audits by the OWNER and the OWNER's authorized representative. The periodic audits of the records in support of claims and invoices for the AGREEMENT shall be performed at times and places mutually agreed upon by the OWNER and SURVEYOR. Agreement as to the time and place for audits may not be unreasonably withheld.

ARTICLE 12 - TERMINATION

In the event of termination of this AGREEMENT by default, the parties hereto further agree that said termination shall not terminate or suspend any their rights, obligations or duties provided for in this AGREEMENT.

12.1. For convenience: OWNER may terminate or suspend this AGREEMENT, in whole or in part, for OWNER's convenience upon written notice to SURVEYOR. OWNER shall pay SURVEYOR for all the SERVICES performed to date, amount not to exceed the normal fee amount due for the SERVICES rendered, plus mutually agreeable termination or suspension expenses and as further limited by the not to exceed amounts set out in this AGREEMENT. Upon restart, if any, an equitable adjustment shall be made to SURVEYOR's compensation.

Upon receipt of the notice of termination, the SURVEYOR shall (1) immediately discontinue all work and services affected (unless the notice directs otherwise), and (2), upon payment for work performed, deliver to the OWNER all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated in performing this AGREEMENT, whether complete or incomplete unless the notice directs otherwise.

12.2. For cause: This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this AGREEMENT through no fault of the party initiating the termination.. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the initiating party.

If this AGREEMENT is terminated by reason of a default of the SURVEYOR prior to the completion of any PROJECT, the SURVEYOR shall immediately assign to the OWNER any Agreements relative to this project entered into between the SURVEYOR and its subcontractors and sub-consultants, as the OWNER may designate in writing and with the consent of the subcontractors and sub-consultants so designated.

With respect to those Agreements assigned to and accepted by the OWNER, the OWNER shall only be required to compensate such subcontractors and sub-consultants for compensation accruing to such parties under the terms of their agreements with the SURVEYOR from and after the date of such assignment to and acceptance by the OWNER. All sums claimed by such the subcontractor or sub-consultants to be due and owing for services performed prior to such assignment and acceptance by the OWNER shall constitute a debt between the SURVEYOR and the affected subcontractors or sub-consultants, and the OWNER shall in no way be deemed liable for such sums. The SURVEYOR shall include this provision and the OWNER's rights and obligations hereunder in all agreements or contracts entered into with the SURVEYOR's subcontractors and sub-consultants.

If this AGREEMENT is terminated by reason of default on the part of the SURVEYOR, upon final determination by a court that the termination was improper, the termination will be deemed converted to a termination for convenience and the SURVEYOR's remedy shall be limited to the recovery of compensation set out in paragraph "Termination for Convenience" of this AGREEMENT.

ARTICLE 13 - COMMUNICATIONS

Work order shall name Department for which SERVICES are being rendered with Project Manager, phone and email. Any communication required by this AGREEMENT shall be made in writing to the address specified below:

SURVEYOR:	Lemke Land Surveying, Inc.. 1016 24th Ave N.W. Norman, OK 73069	OWNER:	Norman Utilities Authority 201-C West Gray Norman, OK 73070

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of SURVEYOR and OWNER.

ARTICLE 14 - SEVERABILITY

If any provision, clause, portion or section of this AGREEMENT is unenforceable, illegal or invalid for any reason, or if any event renders any portion or provision of this AGREEMENT void, such shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision, which is of the essence of this AGREEMENT, be determined void.

ARTICLE 15 – ENTIRE AGREEMENT

This AGREEMENT, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the OWNER and the SURVEYOR concerning the AGREEMENT. Neither the OWNER nor the SURVEYOR has made or shall be bound by any agreement or any representation to the other concerning this AGREEMENT which is not expressly set forth herein.

ARTICLE 16 - SUCCESSORS AND ASSIGNS

OWNER and SURVEYOR each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this AGREEMENT and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this AGREEMENT.

IN WITNESS WHEREOF, OWNER and SURVEYOR have executed this AGREEMENT.
DATED this 25th day of August, 2009.

Lemke Land Surveying, Inc. (SURVEYOR)

By: Kelly Henderson, PLS, CFedS
Title: Principal

ATTEST:

Steven K. Lemke, P.E., PLS
Principal

CITY OF NORMAN/NORMAN UTILITIES AUTHORITY (OWNER)

APPROVED as to form and legality this 18 day of August, 2009.

City Attorney

APPROVED & Executed by the City of Norman/Trustees of the Norman Utilities Authority this 25th day of August, 2009.

By:
Title: Mayor, and Chairman – N.U.A.

ATTEST:

Brenda Hall
City Clerk, and Secretary – N.U.A.

NORMAN UTILITIES AUTHORITY OFFICIAL SEAL OKLAHOMA

23-27

Sewer Maintenance Plan FY 2012

(Formerly FY 2011)

SMP2012

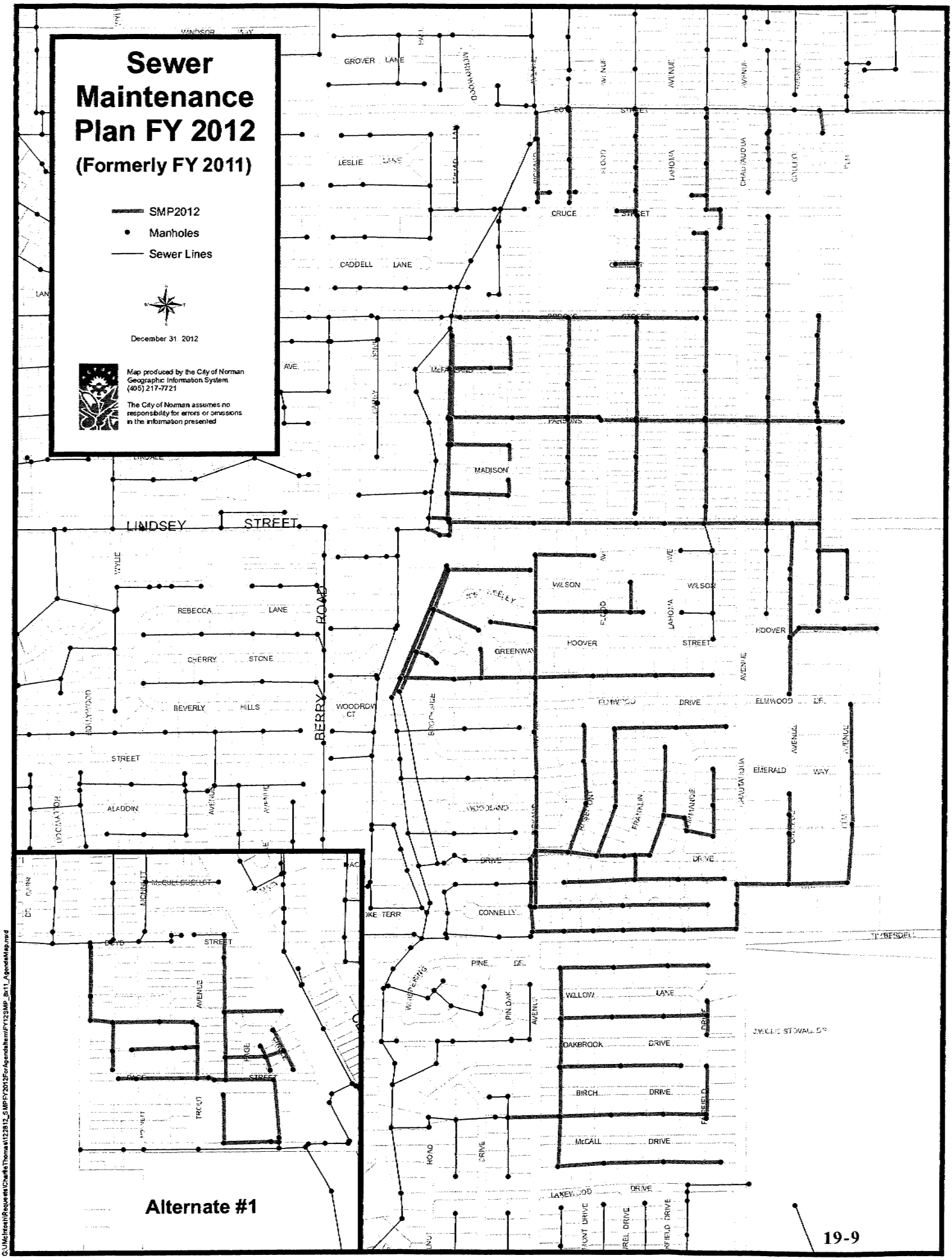
Manholes

Sewer Lines

December 31, 2012

Map produced by the City of Norman Geographic Information System (405) 217-7721

The City of Norman assumes no responsibility for errors or omissions in the information presented



G:\McIntosh\Requests\CharlieThomas\122812_SMPFY2012ForAgendaItem\FY12SMP_Bd11_AgendaMap.mxd

PURCHASE REQUISITION NBR: 0000211205

STATUS: DIVISION APPROVAL

REQUISITION BY: WEBB G

REASON: SURVEYING SERVICES FOR FYE 12 SEWER MAINT. PLAN

DATE: 12/19/12

SHIP TO LOCATION: P W - UTILITIES DIRECTOR

SUGGESTED VENDOR: 5255 LEMKE LAND SURVEYING INC

DELIVER BY DATE: 1/30/13

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	TOTAL COST ESTIMATE COMMODITY: ARCHITECTURAL AND ENGINEE SUBCOMMOD: SURVEYING SERVICES (NOT A	73580.00	DOL	1.0000	73580.00	

REQUISITION TOTAL: 73580.00

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	32193384326201	Capital Projects Design	WW0070 Sewer Maint Projects FY12	100.00	73580.00
					73580.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

CONTRACT K-1213-138 CONTINGENT ON NUA APPROVAL
1-22-13.

City of Norman, OK

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

Master

File Number: K-1213-139

File ID:	K-1213-139	**Type:**	Contract	**Status:**	Consent Item
Version:	2	**Reference:**	Item No. 20	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**	$50,000.00	**File Created:**	01/03/2013
File Name:	K-1213-139 ESG Contract with ODOC for FS			**Final Action:**	

Title: CONTRACT NO. K-1213-139: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF COMMERCE ACCEPTING AN EMERGENCY SOLUTIONS GRANT IN THE AMOUNT OF $50,000 TO BE USED BY FOOD AND SHELTER, INC., FOR HOUSING RELOCATION AND STABILIZATION SERVICES FOR THE HOMELESS AND FAMILIES SEEKING ASSISTANCE AND BUDGET APPROPRIATION.

Notes: ACTION NEEDED: Motion to approve or reject Contract No. K-1213-139 with the Oklahoma Department of Commerce accepting an Emergency Solutions grant in the amount of $50,000; and, if approved, authorize the execution thereof and appropriate $50,000 from Other Revenue/Emergency Shelter Grant (021-0000-331.13-19) to Miscellaneous Services/Food and Shelter (021-4001-463.47-77).

ACTION TAKEN: _____

Agenda Date: 01/22/2013

Agenda Number: 20

Attachments: Text File ODOC Food and Shelter, List of Agency Contracts, K-1213-139, ODOC Grant for Food and Shelter

Project Manager: Linda Price, Revitalization Manager

Entered by: linda.price@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-139

Body

Background: Beginning in 1987 the City of Norman sponsored local homeless agencies for funding from the U.S. Department of Housing and Urban Development (HUD) that was provided to the Oklahoma Department of

Commerce (ODOC) for distribution. It is a requirement of ODOC that Emergency Solutions Grant (ESG) Program applications are sponsored by a unit of local government. Each application submitted by a unit of local government, designates a homeless service provider that will receive the pass thru funding for the designated activities. On May 3, 2012 ODOC announced Requests for Applications (RFA) for Funding for the ESG. The RFA's were for 2012 funds.

The 2012 allocation of funding was $1,604,890 statewide. The process to secure the funds was done through a statewide competition with scoring done by ODOC. There were two tiers of funding available per application depending on the services that were applied for, with each tier having the amount of $50,000 each with a maximum award of $100,000 per agency. Applications for these funds were due at ODOC on June 15, 2012. Funding was expected to be available from approximately October 1, 2012 through September 30, 2013. The contract period will be October 1, 2012 through September 30, 2013, although the contracts are just now available to approve. Eligible expenditures from October 1, 2012 will be able to be reimbursed by the grant. All ESG expenditures by the homeless service agency are on a reimbursement basis from the City of Norman who is then reimbursed by ODOC.

Eligible Components for 2012 Allocation

General Administration Activities - 3.75% max

Street Outreach - Subject to the expenditure limits, ESG funds may be used for costs of providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent, non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility.

Emergency Shelter Operations - Subject to the expenditure limit in § 576.100(b), ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters, renovating buildings to be used as emergency shelter for homeless families and individuals, and operating emergency shelters.

Homeless Prevention - ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the "homeless" definition in § 576.2.

Rapid Rehousing Assistance - ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing.

On May 22, 2012 City Council authorized the submittal of five applications to ODOC for the Emergency Solutions Grant for five agencies including Food and Shelter, Inc. All of the applications were prepared by the agencies in consultation with the Continuum of Care and City of Norman staff. Distribution of funding to a nonprofit is permitted only when the unit of general local government, in which the assisted project is to be located, certifies that it approves the proposed project. This certification was submitted to ODOC with the application.

Discussion: The application submitted by the City of Norman for Food and Shelter, Inc. requested $100,000, but was funded for $50,000. The $50,000 is to be used for costs of operation, homeless prevention and rapid re-housing activities. Contract Number K-1213-139 is between the City of Norman and ODOC for Food and Shelter, Inc.

Recommendation: Staff recommends approval of Contract No. K-1213-139 between the Oklahoma Department of Commerce and the City of Norman for the Emergency Solutions Grant in the amount of $50,000; and approval to appropriate $50,000 from fund balance account number 021-0000-253.20-00 into expenditure account number 021-4001-463.47-77 (Food and Shelter).

		Contract Amount	50% of funds provided by agency for project	Total Project Cost
K1213-139	ODOC 15381 - City of Norman	$ 50,000.00	$ -	
K1213-140	City of Norman - Food and Shelter, Shelter Agreement	$ 50,000.00	$ 50,000.00	$ 100,000.00
K1213-141	ODOC 15383 - City of Norman	$ 100,000.00	$ -	
K1213-142	City of Norman- East Main Place, Shelter Agreement	$ 100,000.00	$ 100,000.00	$ 200,000.00
K1213-143	ODOC 15380 - City of Norman	$ 100,000.00	$ -	
K1213-144	City of Norman - Women's Resource Center, Shelter Agreement	$ 100,000.00	$ 100,000.00	$ 200,000.00
K1213-145	ODOC 15382 - City of Norman	$ 100,000.00	$ -	
K1213-146	City of Norman - The Salvation Army, Shelter Agreement	$ 100,000.00	$ 100,000.00	$ 200,000.00
K1213-147	ODOC 15384 - City of Norman	$ 100,000.00	$ -	
K1213-148	City of Norman - Thunderbird Clubhouse, Shelter Agreeement	$ 100,000.00	$ 100,000.00	$ 200,000.00

FEI #: 736005350

CONTRACT -
PART I
SUMMARY AND SIGNATURES

Contracting Agency:	Oklahoma Department of Commerce State of Oklahoma (ODOC)
Contractor:	The City of Norman
Contract Title:	
Contract Number:	15381 ESG 12
Federal Amount:	$50,000.00
Match Amount:	$50,000.00
Contract Amount:	$100,000.00
Source:	U.S. Department of Housing and Urban Development (HUD). Catalog of Federal Domestic Assistance (CFDA) Number 14.231
Funding Period:	October 1, 2012 through September 30, 2013

Submit Requisitions to:
Community Development
Oklahoma Department of Commerce

900 North Stiles
Oklahoma City, OK 73104-3234

Issue Payment To:
The City of Norman
PO Box 370
Norman, OK 73070

AGREEMENT COMPONENTS: Part I - Summary and Signatures

PART II - GENERAL TERMS AND CONDITIONS

1. AVAILABILITY OF FUNDS

Payments pursuant to this contract are to be made only from monies made available to the Oklahoma Department of Commerce (ODOC) by the United States Department of Housing and Urban Development (HUD) for the Emergency Solutions Grant Program. Notwithstanding any other provisions, payments to Contractor by ODOC are subject to the availability of such funds to ODOC as determined by Federal and/or State action and/or law. ODOC may take any action necessary in accordance with such determination.

2. MODIFICATION (AMENDMENT)

a. This contract is subject to such modification as may be required by Federal or State law or regulations. Any such modification may be done unilaterally by ODOC.

b. Any modifications to the contract and budget attached hereto and made a part hereof, other than the modifications set forth in paragraph 2(a) above, must be approved in writing, in advance, by ODOC.

c. This contract is for a one (1) year project but, under certain circumstances and with ODOC approval, may possibly be extended.

d. A waiver by ODOC of any provision of this contract must be in writing and signed by the Director of ODOC or his designee.

3. ODOC

ODOC will provide funding for the project up to the total contract amount.

4. CONTRACTOR

a. The Contractor agrees to perform those duties, obligations and representations contained in its application and to be bound by the provisions of its application and all amendments thereto, which were submitted to and accepted by ODOC in contemplation of this contract, said application being incorporated herein and made a part hereof by reference. Any conflict between said application and the provisions of this contract shall be controlled by Part II of this contract.

b. In no event will any subcontractor incur obligation on the part of ODOC.

c. The Contractor is responsible for ensuring that the respective recipients of the funds provided in this contract carry out their programs in compliance with the requirements of 24 CFR, Part 576, of the Federal Register.

d. The Contractor will avoid involuntarily displacing lower-income persons. If such displacement is unavoidable, the Contractor shall take action to mitigate any adverse effects on these persons.

5. EMPLOYEE BENEFITS

Contractor has full responsibility for payment of Workers' Compensation insurance, unemployment insurance, social security, State and federal income tax, and any other deductions required by law for its employees.

6. CERTIFICATIONS BY CONTRACTOR

a. Contractor expressly agrees to be solely responsible to ensure that the use of monies received under this contract complies with all federal, State and local statutes, regulations and other legal authority, all as modified from time to time, that affect the use of said monies.

b. Contractor specifically certifies and assures that it will comply with applicable terms of the following statutes, regulations and executive orders:

(1) Non-Discrimination and Equal Opportunity

(a) Title VI of the Civil Rights Act of 1964 (42 USC §§2000d, et seq.), which prohibits discrimination on the basis of race, color or national origin under any program receiving federal funds. HUD regulations are at 24 CFR Part 1.

(b) The requirements of the Fair Housing Act (42 USC §§3601-19) and implementing regulations at 24 CFR Part 100.

(c) Executive Order 11063 (1962) as amended by Executive Order 12259 (1981), which requires equal opportunity in housing. HUD regulations are at 24 CFR Part 107.

(d) 42 USC §5309, which prohibits discrimination on the basis of race, color, familial status, national origin or sex in connection with funds made available pursuant to the Act. This section also prohibits discrimination on the basis of age and disability as provided in:

[1] Age Discrimination Act of 1975 (42 USC §§6101-07) and implementing regulations at 24 CFR Part 146.

[2] Section 504 of Rehabilitation Act of 1973 (29 USC §794) and implementing regulations at 24 CFR Part 8. For the purposes of the Emergency Solutions Grants Program, the term "dwelling units" in 24 CFR Part 8 shall include sleeping accommodations.

(e) Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), which requires that, to the greatest extent feasible, opportunities for training and employment be provided to lower-income persons in the project area and that contracts for work in connection with the project be awarded to businesses in, or owned in substantial part by, residents of the project area. Regulations are at 24 CFR Part 135.

(f) Executive Order 11246 (1965), which prohibits discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action in connection with federally assisted construction contracts. Regulations are at 24 CFR Part 130 and 41 CFR Part 60-1.

(g) Executive Orders 11625, 12432 and 12138 requiring efforts to encourage the use of minority and women's business enterprises in connection with activities funded by this contract.

(h) 42 USC 11375(c)(7), which requires that, to the maximum extent practicable, Contractor shall involve homeless individuals and families in the construction, renovation, maintenance and operation of the facilities assisted under the ESG Program and in the provision of services for occupants of these facilities.

c. The Contractor shall require the shelter to certify and make known that use of the facilities and services are available to all on a nondiscriminatory basis. Where the procedures a shelter intends to utilize to make known the availability of such facilities and services are unlikely to reach persons with disabilities or persons of any particular race, color, religion, sex, age, familial status, national origin or disability within their service area who may qualify for them, the shelter must establish additional procedures that will ensure these persons are made aware of the facilities and services. Shelters must also adopt and implement procedures designed to make available to interested persons information concerning the existence and location of services and facilities that are accessible to persons with a disability. (24 CFR Part 576.79(a)(6).

d. Drug-Free Workplace

(1) The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21 apply to the Emergency Solutions Program. The sub grantee must have and follow policies stating that it is unlawful for employees distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an ongoing drug-free awareness program to inform employees about:

(a) The dangers of drug abuse in the workplace;

(b) The grantee's policy of maintaining a drug-free workplace;

(c) Any available drug counseling, rehabilitation, and employee assistance programs; and

(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

e. Affirmatively Furthering Fair Housing

(1) Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funding recipients. Sub grantees will have a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act. Protected classes include race, color, national origin, religion, sex, disability, and familial status.

f. Discharge Policy

(1) The sub grantee must have an established policy for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons.

g. The Contractor certifies that it is in compliance with 25 O.S.§1313(B).

h. The patent rights to any discovery or invention developed as part of the specific activity funded by Community Development Block Grant funds shall belong to the United States Department of Housing and Urban Development.

7. OTHER FEDERAL REQUIREMENTS (REHABILITATION ONLY)

a. No costs shall be incurred until after the Contractor has received written notice from ODOC that the Contractor has satisfied the specific requirements listed below for release of funds. The Contractor shall submit to ODOC a "Request for Release of Funds" and required supporting documentation as follows:

(1) Environmental Review: The Contractor shall complete an Environmental Review for each rehabilitation project (See Requirement 702).

(a) Finding of Exemption: With regard to the environmental requirements of NEPA and the environmental requirements of related federal authorities, it is the finding of ODOC that the activity of Administration located in 24 CFR 58.34(a)(3) is an exempt activity. Upon execution of this contract the activity of administration requires no further environmental review.

(b) Finding of Categorical Exclusion Exempt From 24 CFR 58.5: With regard to the environmental requirements of NEPA and the environmental requirements of related federal authorities, it is the finding of ODOC that the activities of Operations, Services and Prevention located in 24 CFR 58.35(b) are Categorically Excluded activities not subject to 58.5. Upon execution of this contract these activities require no further environmental review.

(c) Rehabilitation and Non-Rehabilitation Projects: If funds provided by this contract are being passed through the Contractor to another entity, an agreement between the Contractor and the other entity setting forth the terms and conditions for use of said funds must be submitted to ODOC prior to disbursement of any funds and must also be kept on file by the Contractor. Said contract must be executed and in place within 30 days of the start date of this contract.

b. Labor Standards

(1) Contract Work Hours and Safety Standards Act (40 USC

§§327, et seq.), which requires over-time compensation. Regulations are at 29 CFR Section 5.

(2) The provision of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.

c. Environment

(1) The Contractor's chief executive officer hereby assumes the status of a responsible federal official under the National Environmental Policy Act of 1969 and accepts jurisdiction of the State and federal courts for the purpose of enforcement responsibilities as such an official.

d. Acquisition and Relocation

(1) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §§4601-4655. Section 305 of Title III and Section 210 of Title II require State and local recipients to comply with real property acquisition and relocation requirements set forth in said Act. Regulations are at 49 CFR, Part 24, Subpart B.

(2) Costs arising under the URA are eligible for federal financial assistance in the same manner and to the same extent as other program or project costs (see 42 U.S.C. 4631(a)).

e. Lead-Based Paint

Title IV of the Lead-Based Paint Poisoning Prevention Act (42 USC §§4801, et seq.), which prohibits the use of lead-based paint in residences for which Federal assistance is provided. Regulations are at 24 CFR Part 35, subparts A, B, M and R shall apply to housing occupied by families receiving assistance through ESG.

f. Termination of Assistance

Section 415 of the Stewart B. McKinney Homeless Assistance Act (42 USC §11275) as amended by Section 1402(d) of the Housing and Community Development Act of 1992, which requires the Contractor to establish and comply with a formal process for the termination of assistance to any individual or family.

8. HOLD HARMLESS CLAUSE

Contractor shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers, and employees from all claims

and actions, and all expenses defending same, that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by Contractor. Contractor shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark, copyright, or from any claim or amounts arising or recovered under Workers' Compensation Law or any other law. In any agreement with any subcontractor or any agent for Contractor, Contractor will specify that such subcontractors or agents shall hold harmless the State of Oklahoma, its agents, officers, and employees, for all the hereinbefore described expenses, claims, actions, or amounts recovered.

9. POLITICAL ACTIVITY

a. All employees of the Contractor shall observe the limitations on political activities to which they may be subject under the Hatch Act (5 USC §§1501, et seq., 18 USC §595).

b. No portion of the contract funds may be used for any political activity or to further the election or defeat of any candidate for public office.

c. No portion of the contract funds may be used for lobbying activities.

d. Lobbying and Disclosure Requirements

To the best of the Contractor's knowledge and belief:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(3) It will require that the language of paragraphs 1 and 2 of this certification be included in the award documents for all subawards at all tiers (including

subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

10. NO-CONFLICT COVENANTS

a. Contractor covenants that no officers or employees of any governing board of Contractor have any interest, direct or indirect, and that none shall acquire any such interest during their tenure or for one year thereafter that would conflict with the full and complete execution of this contract. Contractor further covenants that in the performance of this contract no person having any such interest will be employed.

b. In addition to paragraph 10(a) above, Contractor shall assure that no agent, consultant or nonprofit recipient who receives funds from this contract and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or those with whom he or she has family or business ties during his or her tenure or for one year thereafter.

11. PUBLICATIONS AND OTHER MATERIALS

a. No material produced in whole or in part under this contract shall be subject to copyright in the United States or any other country. ODOC shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this contract.

b. Any publication or other material produced as a result of this contract shall include in a prominent location near the beginning the following statement:

This (type of material) was financed in whole or in part by funds from the U.S. Department of Housing and Urban Development as administered by the Oklahoma Department of Commerce.

12. CONTRACT ADMINISTRATION

a. Contractor shall comply with Treasury Circular 1075 concerning cash management of federal funds, and with ODOC requirements pursuant thereto, which are set forth in the ODOC Contractors Implementation Manual.

b. Contractor shall comply with 24 CFR Part 85 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 24 CFR Parts 50 and 576 and OMB Circular A-87, Cost Principles for State and Local Governments, except as directed otherwise in writing by

ODOC, as they relate to the application, acceptance and use of federal funds, and with ODOC requirements pursuant thereto, which are set forth in the ODOC Contractors Implementation Manual.

c. All contractual agreements between the Contractor and any primarily religious organizations receiving funds provided by this contract must include the following assurances in addition to, and not in substitution for, other provisions of this contract regarding the provisions of essential services and/or the payment of operational costs for emergency shelters pursuant to the Emergency Solutions Grants Program. The Provider:

(1) Represents that it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization; and

(2) Agrees that, in connection with such essential services and operational costs:

(a) It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

(b) It will not discriminate against any persons seeking emergency shelter and related services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

(c) It will provide no religious instructions or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of services or the use of facilities or furnishings assisted in any way under this contract.

13. RELEASE OF FUNDS

a. In the case of a rehabilitation project, funds provided by this contract shall not be obligated or expended until ODOC has issued a "Authority To Use Grant Funds". This notice shall not be issued until the Contractor has submitted a "Request for Release of Funds" and all required Environmental Review documentation and/or Sponsor Shelter Agreement has been submitted.

b. In the case of a non-rehabilitation project, funds provided by this contract will not be disbursed until ODOC has received the RFROF and the sponsor shelter agreement where applicable.

c. The Sponsor Shelter Agreement is to be submitted to ODOC if funds provided by this contract are being passed through the Contractor to another entity. This

agreement setting forth the terms and conditions for use of funds must be submitted to ODOC within 30 days of contract start date. If rehabilitation (major or otherwise) is involved, the agreement must include a signed statement that will comply the building use and accessibility requirements as outlined in the ESG Implementation Manual.

14. COMPENSATION TO CONTRACTOR

a. Funds made available pursuant to this contract shall be used only for expenses incurred during the period funded as specified in Part I for the purposes and activities approved and agreed to by ODOC. No ODOC funds may be used for expenses incurred either prior to or after the time period specified.

b. Contractor shall match funds provided under this contract, dollar for dollar, as set forth in its application. Contractor shall expend match funds proportionate to the expenditure of ESG funds monthly. Monthly submission of expenditure reports should reflect the expenditure of both match and ESG funds.

c. ODOC shall disburse funds to the Contractor upon receipt and approval by ODOC of timely, properly executed Requests for Funds. The Contractor may submit a Request for Funds as often as necessary to meet its financial obligations. All funds received shall be expended within three (3) days of receipt. The Contractor shall submit an actual Monthly Expenditure Report by the twentieth (20th) of the following month, regardless of whether or not funds have been expended that month.

d. All requests for funds should be submitted to ODOC during the period funded. A final claim may be submitted no later than 60 days after the final date of the period funded. Said claim will be allowed only for reimbursement of actual expenditures. Any claim submitted after the 60 days may be disallowed by ODOC.

e. If ODOC determines that payment based on estimated expenditures is resulting in accumulation of excessive balances of cash on hand, ODOC may modify the basis for compensation to Contractor to effect proper cash management.

f. If a question arises as to the validity of any claim made under this contract and the parties are unable to resolve such question by negotiation, then the Contractor may request a resolution of the question pursuant to the terms of this contract and the administrative procedures available through ODOC rules promulgated pursuant to the Oklahoma Administrative Procedures Act, 75 O.S. §§251, et seq.

g. All funds provided for activities must be obligated within 120 days of the contract start date and expended within 12 months of the contract start date.

h. (Street Outreach Component.) Subject to the expenditure limits, ESG funds may

be used for costs of providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent, non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility. For the purposes of this grant, the term "unsheltered homeless people" means individuals and families who qualify as homeless under paragraph (1)(i) of the "homeless" definition under § 576.2. The eligible costs and requirements for the Street Outreach Component consist of such services listed in the companion Contractor Implementation Manual.

i. (Emergency Shelter Component.) Subject to the expenditure limit in § 576.100(b), ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters, renovating buildings to be used as emergency shelter for homeless families and individuals, and operating emergency shelters. The eligible costs and requirements for the Emergency Shelter Component consist of such services listed in the companion Contractor Implementation Manual.

j. (Homelessness Prevention) ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the "homeless" definition in § 576.2. This assistance, referred to as homelessness prevention, may be provided to individuals and families who meet the criteria under the "at risk of homelessness" definition, or who meet the criteria in paragraph (2), (3), or (4) of the "homeless" definition in § 576.2 and have an annual income below 30 percent of median family income for the area, as determined by HUD. The costs of homelessness prevention are only eligible to the extent that the assistance is necessary to help the program participant regain stability in the program participant's current permanent housing or move into other permanent housing and achieve stability in that housing. Homelessness prevention must be provided in accordance with the housing relocation and stabilization services requirements in § 576.105, the short-term and medium-term rental assistance requirements in § 576.106, and the written standards and procedures established under § 576.400. The eligible costs and requirements for Homelessness Prevention consist of such services listed in the companion Contractor Implementation Manual.

k. (Rapid Re-housing assistance component) ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. This assistance, referred to as rapid re-housing assistance, may be provided to program participants who meet the criteria under paragraph (1) of the "homeless" definition in § 576.2 or who meet the criteria under paragraph (4) of the "homeless" definition and live in an emergency shelter or other place described in paragraph

(1) of the "homeless" definition. The rapid re-housing assistance must be provided in accordance with the housing relocation and stabilization services requirements in § 576.105, the short- and medium-term rental assistance requirements in § 576.106, and the written standards and procedures established under §576.400. The eligible costs and requirements for Rapid Re-housing consist of such services listed in the companion Contractor Implementation Manual.

l. [Homeless Management Information System (HMIS) Component] The subrecipient may use ESG funds to pay the costs of contributing data to the HMIS designated by the Continuum of Care for the area. The eligible costs and requirements for Data Collection consist of such services listed in the companion Contractor Implementation Manual.

m. Paying costs of staff to travel to and attend HUD-sponsored and HUD-approved training on HMIS and programs authorized by Title IV of the McKinney-Vento Homeless Assistance Act;

n. Paying staff travel costs to conduct intake; and

o. Paying participation fees charged by the HMIS Lead, if the subrecipient is not the HMIS Lead. The HMIS Lead is the entity designated by the Continuum of Care to operate the area's HMIS.

p. The Contractor may use up to 3.75 percent (3.75%) of the contract for administration of the approved activities.

q. All or part of the funds provided by this contract may be distributed to nonprofit recipients, as identified in the approved application, for eligible activities.

r. Only activities listed in this contract or in the companion Contractors Implementation Manual as eligible activities that can be charged to this grant.

15. PROCUREMENT

a. Procurement, management and disposition of property acquired with contract funds shall be governed by Federal and State law, except as otherwise directed by ODOC in the Contractors Implementation Manual. Applicable State laws include the Public Competitive Bidding Act of 1974, 61 O.S. 101, et seq.

b. Materials acquired for construction purposes shall be deemed real property once they have become a part of the construction.

16. RECORDS, REPORTS, DOCUMENTATION

a. Contractor shall maintain records and accounts, including property, personnel

and financial records, that properly document and account for all project funds. Specific types and forms of record are required by the ODOC Contractors Implementation Manual. The Manual is hereby annexed and incorporated and made a part of this contract. The Manual may be amended during the current contract period by ODOC. All amendments shall be based on changes in Federal and State laws or regulations and shall be mailed to the Contractor at the address indicated in Part I of the contract. Requirements pertaining to the maintenance of records, reports and documentation are included in the companion Contractors Implementation Manual.

b. Contractor shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this contract for at least five (5) years from the date of submission of the Final Expenditure Report or until all audit findings have been resolved, whichever is later. All records and accounts shall be made available on demand to the Oklahoma State Auditor and Inspector, the U. S. Department of Housing and Urban Development, the Comptroller General and ODOC, its agents and designees, for inspection and use in carrying out its responsibilities for administration of funds.

c. Contractor shall develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted with Emergency Solutions Grant funds and to ensure that the address and location of any family violence shelter project assisted with Emergency Shelter Grant funds will, except with written authorization of the person or persons responsible for the operation of such shelter, not be made public. Requirements pertaining to the development and implementation of required procedures are included in the companion Contractors Implementation Manual.

d. During the contract period, the Contractor shall submit Monthly Progress Reports and one (1) Final Report to ODOC. The reports will be due as follows:

(1) Monthly Progress Reports due the 20th of each month, reporting information from previous month.

(2) November 30, 2013: Final Report (due with closeout).

e. The Contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of this contract.

17. CLOSING OUT OF PERIOD FUNDED

a. Contractor shall promptly return to ODOC any funds received under this contract that are not expended as of the final date of the period funded. Funds shall be

considered expended only if goods and services have been received as of the final date of the period funded.

b. ODOC may unilaterally modify this contract to subtract the total amount of funds not obligated by the Contractor as of the final date of the period funded.

c. Contractor shall submit Closeout Documents in accordance with the forms and Requirement in the Contractors Implementation Manual no later than 60 days after the final date of the period funded or upon completion of the project.

18. AUDIT, DISALLOWED COSTS

a. The Contractor shall comply with ODOC's Audit Policies and Audit Procedures, which are incorporated herein and made a part hereof.

b. Contractor shall provide ODOC with timely copies of reports on any audits that include funds received from ODOC.

c. In the event an audit results in the determination that the Contractor has expended contract funds on unallowable costs, the Contractor shall reimburse ODOC in full for all such costs.

19. PROGRAM INCOME

Contractor shall account to ODOC for all program income resulting from this agreement. Disposition of program income will be determined by ODOC.

20. INTERPRETATION, REMEDIES

a. In the event the terms or provisions of this contract are breached by either party or in the event that a dispute shall arise between the parties regarding the meaning, requirements or interpretation of the terms and provisions of this contract, then such breach or dispute shall be resolved pursuant to the terms of this contract and the administrative procedures available through ODOC rules established pursuant to the Oklahoma Administrative Procedures Act, 75 O.S. §§251, et seq.

b. Neither forbearance nor payment by ODOC shall be construed to constitute waiver of any remedies for any default or breach by Contractor that exists or occurs later.

21. TERMINATION OR SUSPENSION

a. This contract may be terminated or suspended in whole or in part at any time by written agreement of the parties.

b. This contract may be terminated or suspended by ODOC, in whole or in part, for cause, after notice and an opportunity for Contractor to present reasons why such action should not be taken. Procedures for such a process shall be in accordance with the General Rules of Practice and Procedure of the Department. Grounds constituting cause include but are not limited to:

(1) Failure of Contractor to comply with provisions of this contract or with any applicable laws, regulations, guidelines or procedures, including ODOC requirements and issuances, or undue dilatoriness in executing its commitments under this contract.

(2) Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.

(3) Submission by Contractor of incorrect or incomplete documentation pertaining to this contract.

(4) Undue dilatoriness by Contractor in executing its commitments under a prior contract with ODOC, including, but not limited to, submission of any audits due, resolution of audit findings and monitoring results.

c. In the event of termination or suspension, Contractor shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action, and to reimbursement for reasonable and necessary expenses. Contractor shall reduce to the minimum possible all obligations, prepaid expenses and other costs.

d. Contractor shall not be relieved of liability to ODOC for damages sustained by ODOC by virtue of any breach of this contract by Contractor. ODOC may withhold payments due under this agreement pending resolution of the damages.

22. SEVERABILITY CLAUSE

If any provision under this contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.

SPECIAL CONDITIONS:

SIGNATURES – EXECUTION OF CONTRACT

The rights and obligations of the parties to this contract are subject to and governed by Part II – Terms and Conditions. To the extent of any inconsistency between the general and the specific, the specific governs.

I certify that I am authorized to sign this document, and any attachments or addendums thereto, and I have read and agree to all parts of the contract.

Executed by:The City of Norman

Signature of Authorized Official

Date

Executed by:
OKLAHOMA DEPARTMENT OF COMMERCE

Signature of Authorized ODOC Official

Date

ATTEST:

City Clerk

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY _____ DATE 1/14/13

ESG-2012-NORMAL-C1-00012

Oklahoma Department of Commerce
Office of Community Development
Application for Financial Assistance FY 2012 Emergency Solutions Grant Program

1.a. Type of Submission ☐ Rehabilitation/Conversion ■ Non Rehabilitation/Conversion	2.a. Has the Shelter received ESG funds in previous years? If yes, indicate which year and contract numbers. 3169 ESG 87; 3903 ESG 89; 4538 ESG 90; 4720 ESG 91; 7860 ESG 95; 7880 ESG 95; 7837 ESG 96; 7881 ESG 97; 8414 ESG 98; 9392 ESG 00; 9820 ESG 01; 10290 ESG 02; 10746 ESG 03; 11214 ESG 04; 11669 ESG 05; 12245 ESG 06; 149895 ESG 07; 13191 ESG 08; 13878 ESG 09; 14201 ESG 10
3a. Applicant Name (Sponsor) The City of Norman	3b. Shelter Name Food and Shelter, Inc.
3c. Applicant address PO Box 370, Norman, OK 73070	3d. Shelter mailing address, street address 104 W. Comanche, Norman, OK 73069
3e. Applicant contact name, email address and phone number Linda Price 405-366-5439 Linda.price@normanok.gov	3f. Shelter contact name, email address and phone number April Doshier 405-360-4954 adoshier@foodandshelterinc.org
3g. County Cleveland	3h. County Code 14
4. Employer Identification Number (EIN) 7 3 — 6 0 0 5 3 5 0	4.a. DUNS Number 1 0 1 5 0 1 2 4 0
5. Applicant Category ■ City/Town ☐ County ☐ Community Action Agency	6. Estimated # beneficiaries We will be able to assist over 125 households (400 individuals) with this project.
7. Contract Start Date: **October 1, 2012** Contract Ending Date: **September 30, 2013**	8. Requested Funding for this Project:
9. Description of Project: Street outreach, Operations, Homeless Prevention and Rapid Re-Housing.	Applicant (Match) $100,000 ESG Request $100,000 Other (Additional Funds) $ **Total Project: $200,000**
10a. Applicant State Legislative Districts (list individual county and district #) House 44, 45, 46, and 53; Senate 15, 16, and 17 10b. Shelter State Legislative Districts (list individual county and district #) House 44, 45, 46, and 53; Senate 15, 16, and 17	11. Does the Applicant have any ODOC audit exceptions? ☐ Yes, if "yes" attach explanation ■ No
12. To the best of my knowledge and belief, al data in this application are true and correct. The document has been duly authorized the Governing Body of the Applicant and the applicant will comply with the attached assurances if the assistance is awarded.	12a. Name/Title of Authorized Representative: Cindy S. Rosenthal, Mayor of the City of Norman
12b. Signature of Authorized Representative:	Cindy S Rosenthal
12d. Date Signed:	

ODOC Form 424
ESG 2012

20-18

Section I. Community Needs

I-1 Cleveland County is one of the most densely populated areas in Oklahoma with a total population just over 255,000 people. In 2010, 17.6% of our entire county survived on income below the poverty line averaging higher than the Oklahoma percentage. This accounts for over 40,000 people living in poverty each year. Additionally, nearly 10% of our county survives with an income below 50% of the poverty level accounting for over 25,000 people. These are families who literally live one life-crisis away from homelessness.

In 2010, through the Homeless Prevention and Rapid-Rehousing Program, Food and Shelter assisted 122 households (315 individuals) with either homelessness prevention or rapid rehousing assistance. In 2011, this same program assisted 200 households (465 individuals).

This year, we have very little assistance for homelessness prevention and rapid rehousing. We receive 45 to 50 calls per day requesting homelessness prevention assistance and have to refer away most of these individuals. 8 to 10 households per week come into our offices or call because they are literally homeless and have no place to turn for support and care. Our 2012 Point-in-Time count indicated over 400 households homeless in Cleveland County on any given day. We desperately need to find a way to reach-out to these households and eliminate homelessness entirely.

I-2 Poverty and population statistics were taken from the 2010 census information. Households assisted were documented in our Food and Shelter database and HMIS. Calls screened and referred out are collected daily and recorded in the Food and Shelter database. Statistics on homelessness came from the 2012 Cleveland County Continuum of Care Point-In-Time count.

Section II. Proposed Use of Funds *We are applying for both Tier I and Tier II however we would accept Tier II by itself.*

II-1 Food and Shelter serves any individual or family facing homelessness or hunger including but not limited to the following categories:

- Children and Youth
- Chronic Substance Abusers
- Co-Occurring Disorders
- Expectant Mothers
- Persons with HIV/Aids
- Mentally Ill
- Veterans
- Victims of Domestic Violence

II-2 Food and Shelter has 2 dedicated units within our housing system for short-term emergency shelter (30 days or less). These units are restricted for households with children. We work closely with Salvation Army, our local emergency shelter, for individuals who are homeless without children. When space is not available in either shelter, we offer motel vouchers for individuals and families who are literally homeless. This emergency shelter component is critical because it allows time for the residents to work hand-in-hand with their case manager in developing a plan for long-term housing and services.

Food and Shelter has 5 units dedicated for long-term emergency shelter. These units are for families who have obstacles to permanent housing that cannot be overcome in 30 days. They work intensely with a case manager to move through these obstacles to better prepare them for permanent housing. Our goal is to work with families for as long as they need us so they can be more successful in the end.

Additionally, Food and Shelter has plans to build 4 new units within our housing system beginning August 2012. This project will expand our short-term emergency shelter by 2 units as well as our long-term emergency shelter by 2 units.

II-3 Food and Shelter has a dedicated street outreach worker and case manager. She visits places in the community, where the homeless congregate, and provides information, support services, food and personal care items. Two Saturdays per month, she hosts remote personal care package distributions where the homeless can receive provisions free of charge.

Because we operate a soup kitchen and day shelter, people who live on the street find their way here. They shower here, receive mail here, celebrate their birthday here and launder their clothes here. Our street outreach worker is available to all of these individuals for support and assistance. She spends a great deal of time in the day shelter. As soon as she notices someone new, she makes an effort to get to know them and educate them about our services.

II-4 Food and Shelter is available for emergency shelter and crisis intervention 24 hours per day. We have a case manager on-call to assist individuals and families in crisis. The number to the on-call case manager is provided to local police departments, emergency rooms, partner agencies and other critical community services for easy access to care. Case management and support services are available Monday through Friday 8 a.m. until 5 p.m. Food and outreach

services are available Monday through Saturday 8 a.m. until 5 p.m. On Sunday, our community partners at First Baptist Church provide lunch for the homeless.

II-5 We assess each case individually for length of stay. Within our emergency shelter component, we strive to achieve long-term or permanent plans within 30 days however this is flexible based on the obstacles each household is facing. Our long-term emergency shelter component allows for 24 months of supportive housing.

II-6 We do not charge our residents or guests any fees for services.

II-7 Individuals and families can call Food and Shelter Monday through Friday for information regarding the types of assistance we provide. After normal business hours, those who are homeless can call our emergency assistance number for emergency shelter. These calls are handled by knowledgeable and experienced employees who can assess the situation and make a determination on how best to assist the individual or family. All individuals and families will be assisted in finding emergency shelter first through their own resources and in the event they have no options, we will provide emergency shelter through our emergency shelter program or a partner agency.

During the assessment process, we ask for basic information like name, current housing situation, assistance needed and contact information. We also assess qualifications for grant funded programs by asking annual household income, number in household and the type of housing in which they need assistance.

Documentation collected includes but is not limited to: a copy of a photo id, income verification, a copy of the lease agreement or housing agreement, documentation regarding possible eviction or termination of services and if they are literally homeless, we use DHS records or a statement from a homeless service provider to document homeless status.

As an additional note, the Cleveland County Continuum of Care is forming our own Central Systems Intake which would allow every individual and family in our community to call one number to apply for rent and utility assistance. Due to our success with the HPRP program, Food and Shelter is acting as the home agency for the CSI. We will be going to a continuum-wide consistent system regarding screening and paperwork. We have attached forms and information regarding our central intake to this application. See attached materials for details.

II-8 All individuals who receive services through Food and Shelter have access to case management. Within this program, case management begins as soon as someone enters the program. Because these are individuals or families who are literally homeless, case management focuses first on emergency shelter and then on long-term planning.

Individuals receiving emergency shelter and rapid rehousing will receive case management throughout the duration of their assistance and additionally will have follow-up case management and support services for three to six months after achieving self-sufficiency.

Case management services begin with a thorough needs assessment including assessing for needs of children in the household. Case managers will develop an individualized service plan

with the program participant based on goals and objectives specific to each household. Case managers will make appropriate referrals for mainstream services as well as other community resources available. Case managers will have on-going telephone and face-to-face contact with program participants to engage with community resources and skills and also to help overcome obstacles as they become apparent.

As the program participant begins to achieve self-sufficiency, case management services will move to a maintenance focus and eventually the case will be closed. All program participants are encouraged to maintain contact with their case manager as long as they feel necessary.

Food and Shelter has two employees who carry-out the screening process and on-going case management and support services for program participants. Natalie Gardner, Director of Programs, supervises these services and is responsible for the successful implementation of this program. Natalie Gardner reports directly to the Executive Director, April Doshier.

II-9 With the help of their case manager, program participants who are homeless will find temporary, emergency shelter through their own resources (family/friends) or local emergency shelter options provided by Food and Shelter and our partner agencies.

The case manager will work immediately with the program participant to build a plan toward long-term or permanent housing. Case managers will assist program participants in finding housing that meets their needs and expectations. The participant will review and apply for housing. Once they are accepted, Food and Shelter will work with the landlord for suitable payment arrangements.

II-10 The entire vision of our proposed program is developed from a housing first model. This encourages individuals and families to move away from shelter programs and toward self-sufficiency into permanent housing much quicker than previous program models. The critical component here is the caring, knowledgeable case manager who will work hand-in-hand with the individual or family to work through obstacles and not be discouraged by them. The case managers develop a deep and meaningful relationship with program participants and when the individual or family achieves permanency, they still have an anchor in the community to help when things get tough.

Because most of these individuals will have come from generational poverty, they will definitely need a long-term caring relationship to help ensure the bumps are only small set-backs and not another propeller into homelessness. These funds will be the necessary footing underneath these individuals and families empowering them to take the first steps toward self-sufficiency. The relationship they build with their case manager helps grow hope for the future. With hope, all things are possible.

Section III: Performance Measures

III-1 Food and Shelter measures a number of outcomes to gauge the efficacy of our programs.

For individuals and families receiving emergency services, through emergency shelter, rental and utility assistance, we track:

- The number of households who achieve long-term or permanent housing,
- The number of households who show an increase in income,
- The number of households who access mainstream services such as TANF, Social Security, Food Stamps, etc.
- The number of households who increased their knowledge of community resources and
- The number of individuals who show noticed improvement in their overall thoughts toward their future.

These outcomes will enable us to assist Oklahoma Department of Commerce in tracking their performance measures.

III-2 Through our street outreach component, we will serve 150 to 175 people per year. Our soup kitchen averages 150 people per day and we assist an additional 500 people per year through our food pantry.

Our rapid re-housing component will provide emergency shelter and start-up assistance to approximately 40 households accounting for 125 women, children and men.

III-3 Our outcomes are tracked in two different ways. We use case management records and assessment to determine when families achieve permanency, access mainstream services and have an increase in their income. Additionally, we do surveys with our program participants at discharge asking them to assist us in the collection of this information.

We input information into the Horizon system that uploads directly to HMIS. Much of this information will be easily accessible through Horizon.

Section IV. Community and Local Government Commitment

IV-1 Though we do not intend to use these specific categories as match for this proposal, we would like to share the special commitment our community has provided to Food and Shelter.

- Food and Shelter benefits from over 4,000 volunteer hours in our soup kitchen, shelter programs and street outreach.
- Due to our unique relationship with Health for Friends, an active member of our Continuum of Care, we are able to provide referrals to our residents and dining room guests to receive free health and dental services from physicians, dentists, optometrists and nurses. This is an invaluable gift.
- Food and Shelter receives donated supplies for our kitchen and outreach program accounting for nearly $75,000 per year. This includes food kits provided to those who live on the street or in cars along with items to make food boxes for families at risk of homelessness. We have an entire room full of donated personal care items, blankets, socks, shoes, sleeping bags and more. All of this is passed directly through to our street outreach participants.
- The City of Norman leases us a home for long-term emergency shelter for homeless families at a rate of $1 per year. Aside from this, they provide countless support as our unit of local government.

IV-2 Food and Shelter has the following funds available for match in the 2012-2013 year:

- $51,337 provided by HUD in support of our Street Outreach Program
- $48,663 provided by United Way of Norman to support our soup kitchen and day shelter.

In the event we are only awarded Tier II funding, we offer HUD funds for match in the amount of $50,000.

Section V. Continuum of Care Requirements

V-1 This program will help achieve three of the six goals of our Continuum of Care's Action plan.

The rapid re-housing component of this proposal will allow us to decrease the number of homeless living on the streets, in shelters and in places not meant for habitation which is the first goal of our action plan.

The third goal in our action plan is to increase housing retention while improving access to mainstream services and increasing income. Through case management offered to participants of the homelessness prevention component of this proposal, we will be able to increase housing retention for those living in the lowest income levels while providing education, resources and support to boost their earning potential and make good referrals to mainstream services.

Goal 4 of our plan encourages us to make services for efficient and accessible through the development of a central intake system. Food and Shelter is the lead agency in this system and will conduct a soft-opening on July 1st and continue to enhance this system throughout this project. (See attachment regarding CSI)

HMIS Agreement: Food and Shelter, as with the entire Cleveland County Continuum of Care, uses the Horizon system for HMIS data collection. Attached to this proposal is our HMIS agreement.

V-2 Cleveland County has a variety of mainstream services available to individuals and families. We work very closely with our local Department of Human Services. We provide referrals to OKDHS for assistance and receive a great number of referrals from OKDHS. We have had each of our case managers trained in using the new online application process for OKDHS services so each of our program participants and residents can apply with the direct assistance of their case manager.

In the same fashion, we work closely with the county Social Security Administration to assist our program participants and residents in applying for SSI and SSDI. Two of our three case managers have attended the SOAR training giving them the education and experience to work through this system.

During our needs assessment, we assess which of these services the individuals and families are already receiving. When they qualify for additional services, case managers either make a referral or provide direct assistance in the application process.

V-3 The Cleveland County Continuum of Care is a special network of service providers who are collaborative partners in all ways possible.

We work closely with our emergency shelter partners, Salvation Army and Women's Resource Center, to make sure no woman, child or man is sleeping outside or in their cars. We partner with our long-term emergency shelter partners Community Action Agency and East Main Place as we encourage families to apply for these supportive services. Because we have many individuals who have mental illness or addiction issues, we work hand-in-hand with Central Oklahoma Community Mental Health, Norman Addiction and Information Center and Thunderbird Clubhouse to meet the special needs of these individuals.

Our continuum is very close and collaborative. We each fulfill a special niche in serving homeless individuals and families. When there is a gap in services, we discuss, as a group, which of us is best suited to meet this need. We support each other in our work and through this support, strengthen the services available to individuals and families facing homelessness.

V-4 Food and Shelter allows homeless and formerly homeless women and men to participate in policy making and service development in a variety of ways. 2 of our 7 staff members are formerly homeless individuals. We have a formerly homeless woman on our advisory board that assists in program evaluation and development. We conduct two different focus groups per year asking our clients to assist in program evaluation, policy making and program development.

MATCH CERTIFICATION Tier I and II

SOURCES OF LOCAL MATCH:
[Attach supporting documentation for available match. Documentation should reflect funding availability during the ESG contract year.]

Other Federal (including pass-through funds, e.g., City CDBG, County FEMA, etc.)

HUD Funding Street Outreach & Case Management	$ 51,337
	$
	$
	$

State/Local Government Funding

	$
	$
	$

Private (including recipient) Funding

Fund Raising/Cash	$
Loans	$
Building Value or Lease	$
Donated Goods	$
Donated Computers	$
New Staff Salaries	$
Volunteers ($5/hr)	$
Volunteer Medical/Legal	$
Other (specify) United Way of Norman	$ 48,663

I certify that the match funds have been identified and committed to support the proposed ESG project and have not been used to match previous ESG awards (i.e. the value of a donated building used as match in a 2010 ESG award cannot be used as match in 2011). This form is a description of the sources and amounts of such match funds, which are not being used as match for any other federal program.

Cindy Rosenthal — Mayor, City of Norman — June 11, 2012
Signature/Title — Date

ODOC –1
ESG 2012

MATCH CERTIFICATION Tier II

SOURCES OF LOCAL MATCH:
[Attach supporting documentation for available match. Documentation should reflect funding availability during the ESG contract year.]

Other Federal (including pass-through funds, e.g., City CDBG, County FEMA, etc.)

HUD Funding Street Outreach & Case Management $ 50,000

_____ $ _____

_____ $ _____

_____ $ _____

State/Local Government Funding

_____ $ _____

_____ $ _____

_____ $ _____

Private (including recipient) Funding

Fund Raising/Cash $ _____

Loans $ _____

Building Value or Lease $ _____

Donated Goods $ _____

Donated Computers $ _____

New Staff Salaries $ _____

Volunteers ($5/hr) $ _____

Volunteer Medical/Legal $ _____

Other (specify) $ _____

I certify that the match funds have been identified and committed to support the proposed ESG project and have not been used to match previous ESG awards (i.e. the value of a donated building used as match in a 2010 ESG award cannot be used as match in 2011). This form is a description of the sources and amounts of such match funds, which are not being used as match for any other federal program.

Cindy Rosenthal Mayor, City of Norman June 11, 2012

Signature/Title Date

ODOC –1
ESG 2012

ODOC 2 – Local Government Certification

Emergency Solutions Grant (ESG) Program
To be submitted by the Units of General Local Government Applicants

I, Cindy S. Rosenthal, Chief Elected Official of the City of Norman, certify that the units of general local government will comply with the following:

1. The requirements of 24 CFR Sec. 576.53 and the January 9, 1989, Federal Register Notice of Fund Availability; Amended Program Requirements, concerning the continued use of buildings for which Emergency Solutions Grants are used for rehabilitation or conversion of buildings for use as emergency shelters for the homeless; or when funds are used solely for operating costs or essential services, concerning the population to be served.
2. The building standards requirement of 24 CFR Sec. 576.55.
3. The requirements of 24 CFR Sec. 576.56, concerning assistance to the homeless.
4. The requirements of 24 CFR Sec. 576.57, other appropriate provisions of 24 CFR Part 576, and other applicable Federal laws concerning nondiscrimination and equal opportunity.

I further certify that the units of general local government will comply with the provisions of, and regulations and procedures applicable under, section 104(g) of the Housing and Community Development Act of 1974 with respect to the environmental review responsibilities under the National Environmental Policy Act of 1969 and related authorities as specified in 24 CFR Part 58.

I further certify that the units of general local government and the shelter(s) conducting activities, funded in whole or in part with McKinney Act funds, to assist the homeless population in this jurisdiction, will administer, in good faith, a policy designed to ensure that the assisted homeless facility is free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

I further certify that the submission of an application for an emergency solutions grant is authorized under state and/or local law and that the local government possesses legal authority to carry out emergency solutions grant activities in accordance with applicable law and regulations of the Department of Housing and Urban Development.

Cindy S. Rosenthal, Mayor of the City of Norman
Name of Chief Elected Official and Title

Cindy S Rosenthal
Signature of Chief Elected Official

May 22, 2012
Date

ODOC -2
ESG 2012

ODOC 5 Applicant Assurances

Emergency Solutions Grant (ESG) Program
To be submitted by all Applicants

I, Cindy S. Rosenthal, Mayor of the City of Norman (title) certify that if awarded FY 2011 Emergency Solutions Grant funding, this Unit of Local General Government does assure:

1. Homeless individuals and families will be given assistance in obtaining:

   Appropriate case management, essential services, including transitional housing, permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living; and

   Other Federal, State, local, and private assistance available for such individuals.

2. Homeless individuals will be provided the opportunity for participation on the policymaking entity in accordance with 42 U.S.C. 11375 (d).

3. Homeless individuals and families will be involved in providing work or services pertaining to facilities or activities assisted under this part, in accordance with 42 U.S.C. 11375 (c) (7).

Cindy S. Rosenthal, Mayor of the City of Norman
Name and Title of Chief Elected Official (or) Executive Director of CAA

Cindy S Rosenthal
Signature

May 22, 2012
Date

ODOC-5
ESG 2012

ODOC 6 – Program Certifications

Emergency Solutions Grant
Program (ESG) Certifications

I, Cindy S. Rosenthal, Mayor
(Signature of Authorized Representative) (title)

of the City of Norman certify that the organization will comply with the following:
(name of organization)

Consolidated Plan – The 2010 HUD-approved Consolidated Plan.

Consistency with Plan – Housing activities to be undertaken with ESG funds are consistent with the strategic plan.

Confidentiality – Grant subrecipients must develop and implement procedures to ensure:
(1) The confidentiality of records pertaining to any individual provided with assistance; and
(2) That the address or location of any assisted housing will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the grantee.

Discharge Policy – Grant subrecipients must agree to develop and implement, to the maximum extent practicable and where appropriate policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons.

Affirmatively Further Fair Housing -- The local government or nonprofit will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction or state, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

HMIS – HUD's standards for participation in a local Homeless Management Information System and the collection and reporting of client-level information. (Domestic Violence Shelters exempt as stated in "VAWA Protections")

Cindy S. Rosenthal

Cindy S. Rosenthal, Mayor of the City of Norman
Authorized Signature/Official Title

May 22, 2012
Date

ODOC-6
ESG 2012

Certification of Consistency With the Consolidated Plan

U.S. Department of Housing and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.

(Type or clearly print the following information :)

Applicant Name: Food and Shelter, Inc.

Project Name: ESG 2012

Location of the Project: 104 W. Comanche, Norman, OK 73069

Name of the Federal Program to which the applicant is applying: Emergency Solutions Grant

Name of Certifying Jurisdiction: City of Norman

Certifying Official of the Jurisdiction Name: Linda R. Price

Title: Revitalization Manager

Signature: Linda R Price

Date: May 22, 2012

Form HUD-2991

Certification of Consistency With the Consolidated Plan

U.S. Department of Housing and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.

(Type or clearly print the following information :)

Applicant Name: Food and Shelter, Inc.

Project Name: ESG 2012

Location of the Project: 104 W. Comanche

Name of the Federal Program to which the applicant is applying: Emergency Solutions Grant

Name of Certifying Jurisdiction: City of Moore

Certifying Official of the Jurisdiction Name: Elizabeth Jones

Title: Director of Community Development

Signature: Elizabeth Jones

Date: May 23, 2012

Form HUD-2991

ODOC 7 - **Certification for Drug-Free Workplace**

I, Cindy S. Rosenthal, Mayor
(Signature of Authorized Representative (title)

of the City of Norman, certify that the organization will comply with the
(name of organization)

following:

Drug-Free Workplace --It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
a. The dangers of drug abuse in the workplace;
b. The grantee's policy of maintaining a drug-free workplace;
c. Any available drug counseling, rehabilitation, and employee assistance programs; and
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. 4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
   a. (a) Abide by the terms of the statement; and
   b. (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted –
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
7. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Additional Instructions for Drug-Free Workplace Certification

1 By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2 The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD,

in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3 Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

4 Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).

5 If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).

6 The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

201 W. Gray, Norman, Cleveland County, OK 73069

Place of Performance (Street address, city, county, state, zip code)
Check ____ if there are workplaces on file that are not identified here.
The certification with regard to the drug-free workplace is required by 24 CFR part 24, subpart F.

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of sub recipients or subcontractors in covered workplaces).

Cindy S Rosenthal, Mayor
Authorized Signature & Official Title

May 22, 2012
Date

ODOC-7
ESG 2012

ODOC 7 - **Certification for Drug-Free Workplace**

I, April Doshier, Executive Director
(Signature of Authorized Representative (title)

of Food and Shelter, Inc, certify that the organization will comply with the
(name of organization)

following:

Drug-Free Workplace --It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:

a. The dangers of drug abuse in the workplace;
b. The grantee's policy of maintaining a drug-free workplace;
c. Any available drug counseling, rehabilitation, and employee assistance programs; and
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. 4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
   a. (a) Abide by the terms of the statement; and
   b. (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted –
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;

7. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Additional Instructions for Drug-Free Workplace Certification

1 By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2 The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD,

ODOC 9 - Prior Projects Audit

Applicant's Name: City of Norman
(Unit of General Local Government or Community Action Agency / Nonprofit)

Audit Requirement: All audits of prior awards from ODOC must be in accordance with the ODOC Audit Policies and Procedures Manual. An audit is required if $25,000 or more was received from ODOC. The audit should be completed and the report submitted no later than twelve (12) months after the end of the contractor's fiscal year.

1. Date audit submitted to ODOC December 28, 2011
2. If not submitted, date it will be submitted _____
3. If audit has not been submitted, please explain _____

4. Has audit been closed by ODOC? Yes X No_____
   i.e., Has applicant received a letter from ODOC closing the audit?

If you have any questions regarding this requirement, please contact Wendi Whittier at 405/815-5304.

If your application is accepted for funding, please note that any audits due on prior contracts must be submitted in accordance with the ODOC Audit Policies and Procedures Manual. Submission of the audits will be a Release of Funds condition in the contract. Waiver of this condition will be considered only with good cause.

Clint Mercer, Chief Accountant
Print Name

Signature

May 22, 2012
Date

ODOC-9
ESG 2012

ODOC 10 - Additional Funds Documentation

The list of all sources of additional funds not included as match to be used to carry out your proposed project. *Be specific.*

Source(s) of Additional Funds:	Amount of Additional Funds
City of Norman/SVSC (Shelter Grant) ___	**$10,000**
Sue Wilson Fund (Shelter Grant) _____	**$10,000**
Gaylord Foundation (Food & Outreach) _	**$5,000**
Zarrow Foundation (Education) _____	**$5,000**
Walton Foundation (Food & Outreach) __	**$5,000**
United Way (Transportation) _____	**$10,000**
Fundraising (Admin, Case Mgt) _____	**$22,270**
Community Contributions (Operations) _	**$140,000**

1.1 Total additional funds committed to the FY'12 ESG Program: **$207,270.00**

In the case of a tie, any additional funds listed on this form will be utilized as a tiebreaker. ***If points are awarded because of a tie, the additional funds as listed and as committed will be monitored by ODOC for compliance. Additional Funding awards must overlap the ESG funding period to be eligible.***

ODOC -10
ESG 2012

Oklahoma Department of Commerce
Office of Community Development
Emergency Solutions Grant Program
REQUEST FOR RELEASE OF FUNDS AND CERTIFICATION

Contractor Name: City of Norman, OK	Contract Number
Address: PO Box 370 Norman, OK 73070	Date of Request
Project Description (Brief): Emergency Solutions Grant 2012	

REQUIREMENTS	DOCUMENTATION	Items Included	State Use Only
Environmental Review a. Nonprofit	A. Categorically Excluded/Exempt Activity - Form 702-B & Sample 702-4 are attached. B. Categorically Excluded Activity - Form 702-B & Form 702-D, Sample 702-6 are attached.	N/A	
b. Other Than Nonprofits	A. Categorically Excluded/Exempt Activity - I hereby state Form 702-B has been completed and Sample 702-4 is attached. B. Categorically Excluded Activity - I hereby state Form 702-B has been completed and Form 702-D, Sample 702-7 are attached.	XXX	
c. If project is located in the Floodplain	Proof of Floodplain and Wetland Publication - Sample 702-3 is attached.	N/A	
d. Activities that make physical changes to buildings or sites	Property has been cleared by the Historic Preservation Office and Correspondence is attached.	N/A	
OTHER	Contract Conditions, listed in Part II of ODOC contract. Copy of signed agreement with Shelter, if applicable.	XXX	

Signature of Authorized Official: Cindy S Rosenthal

Name & Title of Authorized Official: Cindy S. Rosenthal, Mayor of the City of Norman

Date: May 22, 2012

Environmental Review Record Summary Sheet

Project Number (IDIS):	HUD Program: Emergency Solutions Program	Program Year: 2012

Project Name: City of Norman/Food and Shelter

Project Location (street, city, county/State, & zip code):
104 W. Comanche, Norman, Cleveland County, Oklahoma 73069

Number of Dwelling Units	Project site is in a location described as
N/A	☐ Central city ☒ Suburban
☐ New Construction ☐ Rehabilitation	☐ Urban development ☐ Undeveloped area

Project Description (*Attach additional descriptive information, as appropriate to the project, including narrative, maps, photographs, site plans, budgets and other information.*)[1]:

Supportive services for homeless shelter, including operations, outreach, and prevention activities

The subject project has been reviewed pursuant to HUD regulations 24 CFR Part 58, "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities," and the following determination with respect to the project is made:

☐ Exempt from NEPA review requirements per 24 CFR §58.34(a) (_____) (Compliance Checklist for §58.6 is attached.)

■ Categorically Excluded NOT Subject to §58.5 authorities per 24 CFR §58.35(b) (2) (Compliance Checklist for §58.6 is attached.)

☐ Categorically Excluded SUBJECT to §58.5 authorities per 24 CFR §58.35(a) (__) (Compliance Checklist for §58.6, and Statutory Worksheet and Checklist for the §58.5 authorities are attached.)

☐ An Environmental Assessment (EA) is required to be performed. (An Environmental Assessment Worksheet and Checklist performed in accordance with subpart E of 24 CFR Part 58, Compliance Checklist for §58.6, and Statutory Worksheet and Checklist for the §58.5 authorities are attached.)

[1] Source documentation consists of verifiable source documents and/or relevant base data. Appropriate documentation must be provided for each authority and resource analyzed. Documents may be incorporated by reference into the ERR provided that each source document is identified and available for inspection by interested parties. Proprietary material and studies that are not otherwise generally available for public review shall be included in the ERR.

Categorical Exclusion Not subject to §58.5 Determination for Activities Listed at 24 CFR §58.35(b)

Grant Recipient: City of Norman Project Name: Food and Shelter ESG
Project Description (Include all actions which are either geographically or functionally related):
Operations and maintenance, homeless prevention and rapid rehousing activities

Location:
Funding Source: CDBG HOME ESG HOPWA EDI Capital Fund Operating Subsidy Hope VI Other
Estimated Funding Amount: 100,000 Grant Number:
I have reviewed and determined that the abovementioned project is a Categorically Excluded activity (not subject to §58.5) per 24 CFR §58.35(b) as follows:

☐	58.35(b).1. Tenant-based rental assistance;
☒	58.35(b) 2. Supportive services including, but not limited to, health care, housing services, permanent housing placement, day care, nutritional services, short-term payments for rent/mortgage/utility costs, and assistance in gaining access to local, State, and Federal government benefits and services;
☐	58.35(b) 3. Operating costs including maintenance, security, operation, utilities, furnishings, equipment, supplies, staff training and recruitment and other incidental costs;
☐	58.35(b) 4. Economic development activities, including but not limited to, equipment purchase, inventory financing, interest subsidy, operating expenses and similar costs not associated with construction or expansion of existing operations;
☐	58.35(b) 5. Activities to assist homebuyers to purchase existing dwelling units or dwelling units under construction, including closing costs and down payment assistance, interest buy-downs, and similar activities that result in the transfer of title.
☐	58.35(b). 6. Affordable housing pre-development costs including legal, consulting, developer and other costs related to obtaining site options, project financing, administrative costs and fees for loan commitments, zoning approvals, and other related activities which do not have a physical impact.
☐	58.35(b). 7. Approval of supplemental assistance (including insurance or guarantee) to a project previously approved under this part, if the approval is made by the same responsible entity that conducted the environmental review on the original project and re-evaluation of the environmental findings is not required under §58.47.

The responsible entity must also complete and attach the **§58.6 Compliance Checklist**. By signing below the Responsible Entity officially determines in writing that each activity or project is Categorically Excluded (not subject to §58.5) and meets the conditions specified for such exclusion under section 24 CFR §58.35(b). This document must be maintained in the ERR.

AUTHORIZED RESPONSIBLE ENTITY OFFICIAL:

Authorized Responsible Entity Signature — Date: 6-11-12

LISA D. KRIEG — Authorized Responsible Entity Name (printed)

GRANTS PLANNER — Title (printed)

RE SEAL RE NAME AND ADDRESS

Compliance Checklist for 24 CFR §58.6, Other Requirements

Complete for all projects, including Exempt (§58.34), Categorically Excluded Subject to §58.5 [§58.35(a)], Categorically Excluded Not Subject to §58.5[§58.35(b)], and Projects Requiring Environmental Assessments (§58.36)

Project Name: City of Norman/ Food and Shelter ESG

ERR FILE # _____

1. §58.6(a) and (b) Flood Disaster Protection Act of 1973, as amended; National Flood Insurance Reform Act of 1994

a. Does the project involve new construction, major rehabilitation, minor rehabilitation, improvements, acquisition, management, new loans, loan refinancing or mortgage insurance?

☐ Yes ☒ No

If No, compliance with this section is complete.
If Yes, continue.

b. Is the project located in a FEMA identified Special Flood Hazard Area?

☐ Yes ☒ No

If No, compliance with this section is complete.
If Yes, continue.

c. Is the community participating in the National Flood Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?

☒ Yes ☐ No

If Yes, Flood Insurance under the National Flood Insurance Program must be obtained. If HUD assistance is provided as a grant, insurance must be maintained for the economic life of the project and in the amount of the total project cost (or up to the maximum allowable coverage, whichever is less). If HUD assistance is provided as a loan, insurance must be maintained for the term of the loan and in the amount of the loan (or up to maximum allowable coverage, whichever is less). A copy of the flood insurance policy declaration must be kept on file in the ERR.
If No, Federal assistance may not be used in the Special Flood Hazards Area.

Cite and attach source documentation: (Documentation should include a FEMA Flood Map showing project location in reference to flood zone designation. If flood map is not available, use best available information.)

For additional information see:
FEMA Map Service Center: http://www.store.msc.fema.gov
NFIP Community Status Book: www.fema.gov/fema/csb.shtm

EMERGENCY SOLUTIONS GRANT
SPONSOR AND SHELTER AGREEMENT

PART I - SUMMARY

Contractor City of Norman

Sub-Contractor
Emergency Shelter Name: Food and Shelter, Inc.

Contract 2012 Emergency Solutions Grant Program

Amount ($ 100,000.00)

Funding Period October 1, 2012 to September 30, 2013

Project Description: Provide funds for costs of Operations, Homeless Prevention and Rapid Re-Housing activities

PART II - GENERAL TERMS AND CONDITIONS

DEFINITION(S)

CONTRACTOR
Cities, towns, counties or Community Action Agencies who are direct recipients of Emergency Solutions Grant (ESG) funds, and have agreed to be responsible for the oversight of the proposed ESG project.

SUBCONTRACTOR
Any shelter that indirectly receives Emergency Solutions Grant (ESG) funds through a Unit of Local Government, or Community Action Agency, and is responsible for the implementation of the proposed ESG project.

1. a. **Subcontractor** will provide the necessary personnel, facilities, supplies, equipment, and/or related resources and skills to accomplish the program described in Part III in accordance with the terms and conditions of this contract. All of the work and services required should be performed by **Subcontractor** or a **Subcontractor** fully qualified and authorized under state and local law to perform such work and services.

   b. None of the work and services covered by this contract may be contracted to a third party without prior written approval of the City of Norman (contractor).

c. In no event will **Subcontractor** incur any obligation on the part of the City of Norman.
(contractor)

2. The City of Norman will provide funding for the program up to the
(contractor)
total amount subcontracted by Food and Shelter, Inc. which is the
(subcontractor)
maximum amount of $100,000.00 will pay for this subcontract.
(ESG award amount)

3. **Compensation to Contractor**

The City of Norman will reimburse **Subcontractor** on the basis of itemized
(contractor)
statements submitted in accordance with the budget attached hereto as **Attachment "A".** All claims for reimbursement must be accompanied by documentation of pledged in-kind for this project.

4. **Records, Reports and Documentation**

a. **Contractor** shall maintain records and accounts including property, personnel, and financial records that properly document and account for all project funds.

b. **Subcontractor** shall document and report match funds in conjunction with funds provided by the Oklahoma Department of Commerce on the monthly expenditure report. Expenditures of (ESG & Match) must be in proportionate amounts monthly.

c. **Contractor** shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this contract for at least three (3) years from the ending date of this contract.

5. **Procurement**

Procurement of all goods and services under this contract shall be carried out in compliance with procedures described in the ESG implementation Manual, Policy 705, Procurement Requirements.

6. **Hold Harmless**

Subcontractor shall, within limitations placed on such entities by state law, save harmless the State of Oklahoma and the City of Norman (contractor), their agents, officers and employees from all claims and actions, and all expenses defending same, that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by **Subcontractor**. **Subcontractor**

shall, within limitations placed on such entities by state law, save harmless the State of Oklahoma and the City of Norman (contractor), their agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark, copyright, or from any claim or amounts arising or recovered under Workers' Compensation Law or any other law.

7. Modification

a. This contract is subject to such modification as may be required by federal or state law or regulations.

b. Except as otherwise provided in this contract, the work and services to be performed and the total contract amount may be modified only upon written agreement of the duly authorized representatives of the parties.

8. Termination OR Suspension

This contract may be terminated or suspended in whole or in part at any time by written agreement of the parties.

PART III - SPECIFIC TERMS AND CONDITIONS

1. The **Subcontractor** shall provide assistance to the homeless in compliance with 24 CFR, Part 576.
2. Actual emergency shelter activities and services to be provided are as specified in **Attachment "B"** to this document.
3. The **Subcontractor** assures that no assisted renovation, rehabilitation, or conversion activities will affect historic properties, flood plains, endangered species or prime farmland.
4. **Subcontractor** specifically certifies and assures that it will comply with applicable terms of the following statutes, regulations and executive orders:

Non-Discrimination and Equal Opportunity

Title VI of the Civil Rights Act of 1964, 42 USC 2000d, (et. seq.), which prohibits discrimination on the basis of race, color or national origin under any program receiving Federal funds. HUD regulations are at 24 CFR Part 1.

1. The requirements of the Fair Housing Act (42 USC 3601-19) and implementing regulations at 24 CFR Part 100.
2. Executive Order 11063 (1962) as amended by Executive Order 12259 (1981), which requires equal opportunity in housing. HUD regulations are at 24 CFR Part 107.
3. 42 USC 5309, which prohibits discrimination on the basis of race, color, national origin or sex in connection with funds made available pursuant to the Act. Section 109 also prohibits discrimination on the basis of age and disability as provided in:

a. Age Discrimination Act of 1975 (42 USC 6101-07) and implementing regulations at 24 CFR Part 146.
b. Section 504 of Rehabilitation Act of 1973 (29 USC 794) and implementing regulations at 24 CFR Part 8. For the purposes of the Emergency Solutions Grants Program, the term "dwelling units" in 24 CFR Part 8 shall include sleeping accommodations.

4. Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), which requires that, to the greatest extent feasible, opportunities for training and employment be provided to lower-income persons in the project area that contracts for work in connection with the project be awarded to businesses in, or owned in substantial part by, residents of the project area. Regulations are at 24 CFR Part 135.
5. Executive Order 11246 (1965), which prohibits discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action in connection with Federally assisted construction contracts. Regulations are at 24 CFR Part 130 and 41 CFR Part 60-1.
6. Executive Orders 11625, 12432 and 12138 requiring efforts to encourage the use of minority and women's business enterprises in connection with activities funded by this subcontract.
7. 42 USC 11375, which requires that, to the maximum extent practicable, **Contractor** shall involve homeless individuals and families in the construction, renovation, maintenance and operation of the facilities assisted under the ESG Program and in the provision of services for occupants of these facilities.

Affirmatively Furthering Fair Housing

Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funding recipients. Sub grantees will have a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act. Protected classes include race, color, national origin, religion, sex, disability, and familial status.

Drug-Free Workplace

The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21 apply to HPRP. The sub grantee must have and follow policies stating that it is unlawful for employees distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(a) Establishing an ongoing drug-free awareness program to inform employees about:
(b) The dangers of drug abuse in the workplace;
(c) The grantee's policy of maintaining a drug-free workplace;
(d) Any available drug counseling, rehabilitation, and employee assistance programs; and
(e) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Discharge Policy

The sub grantee must have an established policy for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons.

Lead-Based Paint

Title IV of the Lead-Based Paint Poisoning Prevention Act (42 USC 4831, et. seq.) which prohibits the use of lead-based paint in residences for which Federal assistance is provided. Regulations found at 24 CFR Part 35.

EXECUTED BY:
Subcontractor (Emergency Shelter)

Food and Shelter, Inc.

Signature

April Doshier, Executive Director
Name Title

May 23, 2012
Date

EXECUTED BY:
Name of Contractor (Sponsor)

City of Norman

Signature

Cindy S. Rosenthal, Mayor
Name Title

May 23, 2012
Date

(Please review pages 40- 41 before filling out this report)

Applicant/Recipient Disclosure/Update Report	U.S. Department of Housing and Urban Development	OMB Approval No 2510-0011

Instructions. (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

Applicant/Recipient Information **Indicate whether this is an Initial Report** ■ **or an update report** ☐

1. Applicant/Recipient Name, Address, and Phone (include area code): City of Norman/Food and Shelter, Inc	2. Social Security Number or Employer ID Number: 73-6005350
3. HUD Program Name Emergency Solutions Grant	4. Amount of HUD Assistance Requested /Received $100,000

4. State the name and location (street address, City and State) of the project or activity:
201 W. Gray, Norman OK 73069; 104 W. Comanche, Norman, OK 73069

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3).

■ Yes ☐ No

2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of $200,000 during the fiscal year (Oct.1-Sep.30)? For further information

☐ Yes ■ No

If you answered, "No" to either question 1 or 2, Stop! You do not need to complete the remainder of this form. ***However***, you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.
Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds
(**Note:** Use additional pages as necessary.)			

Part III Interested Parties. You must disclose:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity, and
2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds $50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity ($ and %)
(**Note:** Use Additional pages if necessary.)			

Certification
Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed $10,000 for each violation.
I certify that this information is true and complete.

Signature:	Date: (mm/dd/yyyy)
X Cindy S Rosenthal	May 22, 2012

(Please review pages 40- 41 before filling out this report)

Applicant/Recipient Disclosure/Update Report	U.S. Department of Housing and Urban Development	OMB Approval No 2510-0011

Instructions. (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

Applicant/Recipient Information **Indicate whether this is an Initial Report** ■ **or an update report** ☐

1. Applicant/Recipient Name, Address, and Phone (include area code): City of Norman/Food and Shelter, Inc	2. Social Security Number or Employer ID Number: 73-6005350
3. HUD Program Name Emergency Solutions Grant	4. Amount of HUD Assistance Requested /Received $100,000

4. State the name and location (street address, City and State) of the project or activity:
201 W. Gray, Norman OK 73069; 104 W. Comanche, Norman, OK 73069

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3).

■ Yes ☐ No

2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of $200,000 during the fiscal year (Oct.1-Sep.30)? For further information

☐ Yes ■ No

If you answered, "No" to either question 1 or 2, Stop! You do not need to complete the remainder of this form. ***However***, you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.
Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds
(**Note:** Use additional pages as necessary.)			

Part III Interested Parties. You must disclose:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity, and
2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds $50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity ($ and %)
(**Note:** Use Additional pages if necessary.)			

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed $10,000 for each violation.

I certify that this information is true and complete.

Signature: Date: (mm/dd/yyyy)

X May 22, 2012

(REFER TO PAGE SIX UNDER TIER 1 AND TIER 2 FOR SPENDING DESCRIPTIONS)

City of Norman –
Food and Shelter

Emergency Solutions Grant Program (ESG)

FY'12 Project Budget Summary

COST CATEGORY	For Fiscal Use Only	ESG Requested Funds	Match Funds 555830	Project Total
Tier I: 40% of Grant Funds awarded must be spent on Prevention and/or Rapid Rehousing Services				
Tier II: 60% of Grant Funds awarded may be spent on Prevention and/or Rapid Re-Housing Services				
Administration (3.75%)		$3,750		$3,750
HMIS				
Emergency Shelter:				
Utilities				
Operations		$24,250		$24,250
Essential Services			$48,663	$48,663
RA Assistance				
Total Emergency Shelter		$24,250	$48,663	$72,913
Total Street Outreach – Essential Services		$0	51,337	$51,337
Rapid Re-Housing Services				
Housing Relocation and Stabilization Services		$72,000		$72,000
Tenant-Based Rental Assistance				
Project-Based Rental Assistance				
Total Rapid ReHousing		$72,000		$72,000
Homelessness Prevention Services:				
Housing Relocation and Stabilization Services				
Tenant-Based Rental Assistance				
Project-Based Rental Assistance				
Total Preventive Services		$		$
	TOTAL	$100,000	$100,000	$200,000

Cindy S Rosenthal
Signature of Authorized Official

June 11, 2012
Date

ODOC 11
ESG 2012

(REFER TO PAGE SIX UNDER TIER 1 AND TIER 2 FOR SPENDING DESCRIPTIONS)

City of Norman –
Food and Shelter

Emergency Solutions Grant Program (ESG)
TIER II ONLY

FY'12 Project Budget Summary

COST CATEGORY	For Fiscal Use Only	ESG Requested Funds	Match Funds 555830	Project Total
Tier I: 40% of Grant Funds awarded must be spent on Prevention and/or Rapid Rehousing Services				
Tier II: 60% of Grant Funds awarded may be spent on Prevention and/or Rapid Re-Housing Services				
Administration (3.75%)		$1,875		$1,875
HMIS				
Emergency Shelter:				
Utilities				
Operations		$13,125		$13,125
Essential Services				
RA Assistance				
Total Emergency Shelter		$13,125		$13,125
Total Street Outreach – Essential Services		$0	$50,000	$50,000
Rapid Re-Housing Services				
Housing Relocation and Stabilization Services		$35,000		$35,000
Tenant-Based Rental Assistance				
Project-Based Rental Assistance				
Total Rapid ReHousing		$35,000		$35,000
Homelessness Prevention Services:				
Housing Relocation and Stabilization Services				
Tenant-Based Rental Assistance				
Project-Based Rental Assistance				
Total Preventive Services		$		$
	TOTAL	$50,000	$50,000	$100,000

Cindy S Rosenthal
Signature of Authorized Official

June 11, 2012
Date

ODOC 11
ESG 2012

BUDGET NARRATIVE: For each budget category, provide a line item detail and narrative explanation of how funds will be utilized:
TIER I & TIER II

Administration
Food and Shelter requests $3,750 in administrative funds to support our program.

Rehabilitation/Renovation

Shelter Operation and Services

$4,250 of these funds will support the two emergency shelter units Food and Shelter has available on site. This supports the utilities, insurance and case management for these units.

$20,000 of the funds requested will pay motel vouchers for the individuals and families we serve through the rapid re-housing program. We use two different motels in town which costs $225 per week for shelter. This will allow for over 600 nights of shelter.

Food and Shelter offers match in the amount of $48,663 which supports our soup kitchen.

Street Outreach

Food and Shelter offers match in the amount of $51,337 which supports our extensive street outreach program.

Rapid Re-Housing Services

We request $72,000 for housing relocation and stabilization services. This includes $11,000 toward case management services leaving $61,000 for direct assistance. We believe this will serve 45 households.

Homelessness Prevention

HMIS

BUDGET NARRATIVE: For each budget category, provide a line item detail and narrative explanation of how funds will be utilized:
TIER II

Administration
Food and Shelter requests $1,875 in administrative funds to support our program.

Rehabilitation/Renovation

Shelter Operation and Services

$3,125 of these funds will support the two emergency shelter units Food and Shelter has available on site. This supports the utilities, insurance and case management for these units.

$10,000 of the funds requested will pay motel vouchers for the individuals and families we serve through the rapid re-housing program. We use two different motels in town which costs $225 per week for shelter. This will allow for over 300 nights of shelter.

Street Outreach

Food and Shelter offers match in the amount of $50,000 which supports our extensive street outreach program.

Rapid Re-Housing Services

We request $35,000 for housing relocation and stabilization services. This includes $6,000 toward case management services leaving $29,000 for direct assistance. We believe this will serve 20 households.

Homelessness Prevention

HMIS

The City of
NORMAN

201 West Gray • P.O. Box 370
Norman, Oklahoma • 73070

REVITALIZATION DIVISION
Phone: 405-366-5332

May 23, 2012

Oklahoma Department of Commerce
Office of Community Development
PO Box 26980
Oklahoma City, OK 73126

Attn: Human Development Team

Food and Shelter for Friends, Inc. a local non-profit organization located in Norman, Oklahoma has been an active participant on the Cleveland County Continuum of Care Advisory Committee not only in the current year but since the inception of the Continuum. In addition to allowing meeting space at their site, numerous staff members have been in attendance at all meetings and have taken a leadership role in furthering the collaboration between the various participating entities. FSFF was been designated the sole subcontractor to distribute the HPRP funding for the Continuum.

Given the successful administration of the HPRP program by Food and Shelter, it was a natural fit for them to transition from the administration of the HPRP program into being designated the lead contact for the new Central System for Intake (CSI). The development of the CSI was done cooperatively with all the mainstream service providers as well as consultations with the faith based community.

Since April Doshier was named Executive Director in February of 2011, the agency has taken the initiative by increasing community awareness regarding homelessness and poverty. By increasing this awareness, they have been named the 2012 and 2013 recipient of the proceeds from the Le Tour De Vin fundraiser that the three Norman Rotary Clubs hold. In addition to the financial rewards from the even, the accompanying publicity that this event generates cannot be measured.

Recently there have been numerous events in which Food and Shelter has taken the lead. These include but by no means are limited to:

- Partnering with Health for Friends, Inc., United Way of Norman, the OU Big Event Health Sciences Center, and the City of Norman in providing a

Health Fair for the Chronically Homeless in which 75 persons received health screenings as well as 35 people received dental services.

- Began the START Program by partnering with the Moore-Norman Technology Center and community mentors whereas homeless individuals are given intensive job and life skills training to increase their employability.
- Partnering with the Cleveland County Assistance Network for the 2010 and the 2011 Community Thanksgiving Dinner. Food and Shelter expanded the Thanksgiving Dinner to serve over 400 people.
- Utilizing Supportive Housing Funds, Food and Shelter has successfully submitted four SHP projects to provide housing for the Chronically Homeless.

With the current rehabilitation of the kitchen facility and the expansion of their on site housing units, Food and Shelter will be able to expand their provision of comprehensive services to the homeless and the low income citizens of Cleveland County.

It has been my pleasure to have had the assistance and support provided by Food and Shelter for Friends throughout the past year.

Sincerely,

Lisa D. Krieg
Grants Planner/Staff Support
Cleveland County Continuum of Care

CoC Maps, Contacts, Reports, and Awards

Search Results: Grant Awards

Year: 2011
Type of Report: Continuum of Care (CoC) Awards
Continuum of Care: OK-504 - Norman/Cleveland County CoC

Your search returned 6 records.

OK-504 Continuum of Care (CoC) Awards

CoC No	CoC Name	Sponsor Name	Program	Amount
OK-504	Norman/Cleveland County CoC	East Main Place	SHPR	$43,895
OK-504	Norman/Cleveland County CoC	Food and Shelter for Friends	SHP	$25,315
OK-504	Norman/Cleveland County CoC	Foodand Shelter	SHPR	$51,337
OK-504	Norman/Cleveland County CoC	Hope Community Services, Inc.	S+CR	$80,640
OK-504	Norman/Cleveland County CoC	Progressive Independence	S+CR	$37,392
OK-504	Norman/Cleveland County CoC	Thunderbird Clubhouse	S+C	$68,880
			Total:	**$307,459**

United Way of Norman
2424 Springer Dr. Ste 304
Norman, OK 73069
Phone (405) 329-2025

Request for Proposal Report
FY 2013 Funding

Date: May 24, 2012
Agency: Food and Shelter Inc.
Program: Food and Outreach
From: Basic Needs Council

The United Way of Norman Board of Directors has approved the following funding recommendation at the May 15, 2012 Board meeting:

FY 2013 Investment: $60,000

The funding decisions were made through a lengthy, diligent process. Each council member reviewed and scored each proposal according to the rubric provided. The councils then came together as a group to discuss scores and rank agencies according to these scores. Investment decisions were based on the following:

- Agency's ability to quantify, communicate, and present the service they provide, how many people they reach, and the impact they have on our community
- How well the program fit into the community impact framework
- The agency's capacity to document and measure results, as well as program outcomes from previous years
- If the program is a duplicated service
- Financial standing of agency, including reserve amount and overhead percentage

The council and board would like to express their gratitude regarding your progress with leadership, board support, community outreach and all the help with our campaign. We also like the plan to be more efficient in food service and kitchen.

A quarterly reporting document and schedule will follow, along with the United Way Partner Agreement. These will be handed out during a follow-up meeting on **June 29, 9:00 a.m. at the Sarkeys Foundation.** You will receive your first check July 1. We look forward to working with you throughout this fiscal year.

Respectfully,

Renee O'Leary

Renee O'Leary
Director of Community Impact

Continuum of Care Homeless Management Information System
Partnership Agreement
Between the Homeless Alliance and

_____

This agreement is entered into on 06/29/09 (mm/dd/yy) between The Homeless Alliance, Inc., hereafter referred to as "The Homeless Alliance" and Food and Shelter for Friends (agency name), hereafter identified as "The Agency," regarding access and use of the Continuum of Care Homeless Management Information System, hereafter identified as the "HMIS."

I. Introduction

The HMIS is a shared database that allows authorized personnel at HMIS Member Agencies throughout Oklahoma City, Oklahoma County, the City of Norman, and Cleveland County, and the Balance of the agencies within the State of Oklahoma who are not within the boundaries of a continuum utilizing another HMIS program to share information on common clients. Goals of the HMIS include: ability to expedite client intake procedures, improved referral accuracy, increased case management and administrative tools, and the creation of a tool to follow demographic trends and service utilization patterns of families and individuals experiencing homelessness, as well as those families and individuals on the verge of homelessness.

The project is administered by The Homeless Alliance. The Homeless Alliance controls the central server that hosts the HMIS and limits access to the database to Member Agencies participating in the project. The Homeless Alliance intends to protect HMIS data to the utmost of its ability from accidental or intentional unauthorized modification, disclosure, or destruction; and The Homeless Alliance does this by utilizing a variety of methods to guard the data.

Ultimately, when used correctly and faithfully by all involved parties, the HMIS is designed to benefit multiple stakeholders, including the community, homeless service agencies, and consumers of homeless services, through a more effective and efficient service delivery system.

II. Confidentiality

A. The Agency and The Homeless Alliance will uphold relevant federal and state confidentiality regulations and laws that protect client records and will only release confidential client records with written consent by the client or the client's guardian, unless otherwise provided for in the regulations or laws. A "client" is anyone who receives services from the Agency or The Homeless Alliance and a "guardian" is one legally in charge of the affairs of a minor or of a person deemed incompetent to manage his/her own affairs.

1. The Agency and The Homeless Alliance will abide specifically by federal confidentiality regulations as contained in the Code of Federal Regulations, 42 CFR Part 2, regarding disclosure of alcohol and/or drug abuse records. In general terms, the federal regulation prohibits the disclosure of alcohol and/or drug abuse records unless disclosure is expressly permitted by written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information <u>is not</u> sufficient for this purpose. The Agency and The Homeless Alliance understand the federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patients.

2. The Agency and The Homeless Alliance will abide specifically with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and corresponding regulations passed by the Federal Department of Health and Human Services where applicable. In general, the regulations provide consumers with rights to control the release of medical information, including: advance consent for most disclosures of health information; right to see a copy of health records; right to request a correction to health records; right to obtain documentation of disclosures of their health information; and right to an explanation of their privacy rights and how information may be used or disclosed. The current regulation provides protection for paper, oral, and electronic information.
3. The Agency and The Homeless Alliance will abide specifically by Oklahoma state law, which in general terms requires an individual to be informed that any and all medical records she/he authorizes to be released, whether related to physical or mental health, may include information indicating the presence of a communicable or venereal disease. The Agency or The Homeless Alliance is required to inform the individual that these records may include, but are not limited to, the inclusion of information on diseases such as hepatitis, syphilis, gonorrhea, tuberculosis, and the Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS).
4. The Agency and The Homeless Alliance will abide specifically by Oklahoma Title 43A, Mental Health Law. In general terms, this law prohibits agencies from releasing any information that would identify a person as a client of a mental health facility, unless client consent is granted.
5. The Agency will provide a verbal explanation of the HMIS and arrange for a qualified interpreter or translator in the event that an individual is not literate in English or has difficulty understanding the consent form(s).
6. The Agency or The Homeless Alliance <u>will not</u> divulge any confidential information received from the HMIS to any organization or individual without proper written consent by the client unless otherwise permitted by relevant regulations or laws.
7. The Agency will ensure that all persons who are issued a Username and Password for the HMIS within the Agency abide by this Partnership Agreement, including the confidentiality rules and regulations. The Agency will be responsible for ensuring that its staff members comply with any Agency confidentiality requirements above and beyond the requirements issued by the HMIS regulations, such as having employees sign a form stating their understanding of, and agreement to comply with, HMIS confidentiality practices[1]. It is understood that those granted Agency Administrator access within each HMIS Agency must become a Certified HMIS Agency Administrator through training provided by The Homeless Alliance.
8. The Agency understands that the file server, which will contain all client information, including identifying client information, will be physically located at an appropriately Secured Facility chosen by The Homeless Alliance.

B. The Agency agrees to maintain appropriate documentation of client consent, or guardian-provided consent, to participate in the HMIS.

1. The Agency must have an informed consent process/form that notifies clients of The Agency's intentions to take and maintain basic identifying information and

[1] Sample form provided by The Homeless Alliance

III. Data Entry and/or Regular Use

A. User Identification and Passwords are not permitted to be shared among users.

B. If an agency has access to a client's information via the HMIS, it is generally understood that the client gave permission to share such data. Before an agency can update, modify, or add to the existing data, it must first complete an informed consent process (as noted in article II, section B.1).

C. If a client has previously given permission to Release his/her Basic Client Information and later revokes his/her authorization, the Agency at which such desire is expressed will client to complete a brief form[3], which will be sent to the HMIS Coordinator to invalidate the client record and notify those Member Agencies that have entered program level data on that client.

D. The Agency will only enter individuals in the HMIS who are clients under the Agency's jurisdiction.

E. The Agency will not misrepresent its client base in the HMIS by entering information known to be inaccurate.

F. The Agency will consistently enter information into the HMIS and will strive for real-time, or close to real-time,[4] data entry.

G. The Agency understands that with evidence of informed consent, it can update, edit, and print a client's information.

H. The Agency understands that an Authorization to Release Information form is necessary to share client information via the HMIS.

I. Discriminatory comments based on race, color, religion, national origin, ancestry, handicap, age, sex, and sexual orientation are not permitted in the HMIS. Offensive language and profanity are not permitted in the HMIS.

J. The Agency will utilize the HMIS for business purposes only.

K. The Agency understands The Homeless Alliance will provide initial training and periodic updates to that training to assigned Agency Staff about the use of the HMIS and that this information is then to be communicated to other HMIS Staff within the Agency.

L. The Agency understands The Homeless Alliance will be available for technical assistance within reason (such as troubleshooting and report generation). Standard operating hours in which technical assistance will generally be available are 9:00 a.m.-5:00 p.m., Monday through Friday. The Network Administrator can be reached during non-standard operating hours via cell phone for emergency purposes only.

M. The Agency will keep updated virus protection software on Agency computers that access the HMIS.

N. Transmission of material in violation of any United States federal or state regulations is prohibited and includes, but is not limited to: copyright material, material legally judged to be threatening or obscene, and material considered protected by trade secret.

O. The Agency will not use the HMIS with intent to defraud the federal, state, local government, an individual entity, or to conduct any illegal activity.

---

[3] Form provided by The Homeless Alliance

[4] Real-time or close to real-time is defined by either immediate data entry upon seeing a client, or data entry into the HMIS within one business day.

P. The Agency recognizes the Continuum of Care HMIS Committee ("the Committee") to be the discussion center regarding the HMIS, including HMIS process updates, policy and practice guidelines, data analysis, and software/hardware upgrades. The Agency will designate an assigned HMIS Staff member to attend HMIS meetings regularly and understands that The Homeless Alliance will continue to be responsible for coordinating Committee activities.

IV. Reports

A. The Agency understands that it will retain access to all identifying and statistical data on the clients it serves.

B. The Agency understands that access to data on persons whom it does not serve will be limited to basic identifying information. Therefore, the Agency understands that a list of all persons in the HMIS along with basic identifying information data can be generated.

C. Reports obtaining information beyond basic identifying data on individuals not served by the Agency are limited to statistical and frequency reports, which do not disclose identifying information.

D. The Agency understands that before non-identifying system-wide aggregate information collected by the HMIS is disseminated to non-HMIS Member Agencies, including funders, it shall be endorsed by the HMIS Committee or Data Subcommittee and/or The Homeless Alliance[5].

V. Database Integrity

A. The Agency <u>will not</u> give or share assigned user identification and passwords to access the HMIS with any other organization, governmental entity, business, or individual.

B. The Agency <u>will not</u> cause in any manner, or way, corruption of the HMIS. Any unauthorized access or unauthorized modification to computer system information or interference with normal system operations, on the equipment controlled by The Homeless Alliance will result in immediate suspension of services, and The Homeless Alliance will pursue all appropriate legal action.

VI. Hold Harmless

A. The Homeless Alliance makes no warranties, expressed or implied. The Agency, at all times, will indemnify and hold The Homeless Alliance harmless from any damages, liabilities, claims, and expenses that may be claimed against the Agency, or for injuries or damages to the Agency or another party arising from participation in the HMIS, or arising from any acts, omissions, neglect or fault of the Agency or its agents, employees, licensees, or clients, or arising from the Agency's failure to comply with laws, statutes, ordinances or regulations applicable to it or the conduct of its business.

B. This Agency will also hold The Homeless Alliance harmless for negative repercussions resulting in the loss of data due to delays, non-deliveries, mis-deliveries, or service interruption caused by the Agency's, or another Member Agency's, negligence or errors or omissions, as well as technological difficulties and/or acts of God. The Homeless Alliance shall not be liable to the Agency for damages, losses, or injuries to the Agency or another party other than if such is the result of gross negligence or willful misconduct of The Homeless Alliance.

VII. Terms and Conditions

A. The parties hereto agree that this agreement is the complete and exclusive statement of the agreement between parties and supersedes all prior proposals and understanding, oral and written, relating to the subject matter of this agreement.

---

[5] The HMIS Committee will serve in part to protect the confidentiality of clients and the integrity of the data by requiring that certain methods of data analysis be utilized.

B. Neither party shall transfer or assign any rights or obligations without the written consent of the other party.

C This agreement shall remain in-force until revoked in writing by either party with 30 days advance written notice. The exception to this term is if allegations, or actual incidences, arise regarding possible, or actual, breaches of this agreement. Should such situation arise, The Homeless Alliance may immediately suspend access to the HMIS until the allegations are resolved in order to protect the integrity of the system.

D. This agreement may be modified or amended by written agreement executed by both parties with 30 days advance written notice.

Use of the HMIS constitutes acceptance of these Terms and Conditions.

Agency Executive Director Signature — Date (mm/dd/yy): 06/29/09

Name and Address of Agency:
Food and Shelter for Friends
104 West Comanche, Norman OK 73069

Lisa Sonnells — Date (mm/dd/yy): 06/29/09
Printed Name of Agency Executive Director

Dan Straughan — Date (mm/dd/yy): 6-29-09
Executive Director
The Homeless Alliance
312 W. Commerce
Oklahoma City, OK 73109

Central System for Intake
Cleveland County Continuum of Care

For the past three years in coordination with the Annual Point in Time Count of the Homeless, the Cleveland County Continuum of Care has also assessed the current need for prevention services. This is accomplished by asking not only the mainstream service providers but also other community and faith based providers to log each request for assistance that is made within the county during the 24 hour count. Each year an increase in requests has been documented with a total of 584 requests made on January 26, 2012. Although the requests were varied the overwhelming majority were for food pantry, rent and utility assistance. In analyzing the results each year it is apparent that many of these calls are duplications in their requests for service especially for rent and utility assistance. Service providers all maintain resource lists where referrals are made when assistance cannot be provided. When the data for rent and utility assistance from mainstream service providers is analyzed, it can conservatively be assumed that within that 24 hour period that there were approximately 30 households looking for rental assistance and 35 households seeking utility assistance.

As the implementation of the HEARTH Act moves forward and the Emergency Shelter Grant Program transitions into the Emergency Solutions Grant, the Cleveland County Continuum of Care is implementing a Central Intake System for Emergency Assistance. This concept has been discussed informally for several years by our Continuum and by 2014 all CoC's will be required to have in place a Centralized Intake System to be eligible for funding. This will not be an easy or simple task and will have many kinks to work out, but informal discussions have been held with the primary entities in the Cleveland County CoC as to the schematics of such a system and how they would affect the day to day operations of their organization.

Currently we have commitments to this new system from Salvation Army, Food and Shelter, COCAA, East Main Place, Bridges, Women's Resource Center and Thunderbird Clubhouse. Preliminary discussions have been held with United Way, First Baptist Church, First Christian Church, McFarlin Methodist and Trinity Baptist as well as the Norman Mission Ministries Committee with positive feedback given.

The system that we are implementing would entail that a dedicated telephone number would be established whereas any person that is seeking emergency assistance for utilities or housing would be referred to for screening. As the HPRP funding that we have had for emergency assistance is winding down, the proposal is that we utilize the staff person at Food and Shelter that has been responsible for the screening for the HPRP program. Given the funding that we have had available the last two years, FSF has been the primary contact for assistance, all potentially participating agencies, this a natural continuation. With the wide range of both public funding and private funding that FSF has administered, the staff is familiar with both the types of funding that are available as well as the basic guidelines. Of course there will be the need for additional training and continuous communication between the partnering agencies ad FSF to keep abreast of all available funding. Each agency will continue to retain and administer their funding, but

will coordinate the disbursement of the funds with FSF so that appropriate appointments can be made for assistance.

As the Central Intake System is implemented in the Summer of 2012, guideline for the frequency of assistance will be reviewed from each agency and considered as a part of the intake procedure. In discussion with agencies it was determined that a household is actually to receive assistance from agencies over the course of a year that would provide resources to pay their at least one of their utility bills six months out of twelve! While we all agree that there are extenuating circumstances where this amount of assistance may be warranted but for the some clients this is simply how they plan to pay their bills. By implementing the intake procedure whereas we systematically reduce over a period of time the eligibility for assistance in coordination with financial literacy education, hopefully we can eliminate some of these instances to allow the funding to go to those in crisis.

To illustrate an example, when a potential client would in the past call COCAA for rent assistance, they will be referred to the central intake phone number (at FSF) for screening instead of being screened by COCAA. After initial screening is made and potential eligibility determined, an intake appointment will be conducted by FSF using a standard application agreed to by all agencies, all required information is gathered, identification documents scanned and client file establishment into the HMIS system is initiated. With proper release of information obtained from the client, critical information is now in an electronic format and can be transmitted to any agency that will be providing assistance. This would require only one intake process by the client, substantially reducing the duplication of numerous intakes by various assistance organizations. In addition, no longer will agencies need to schedule specific times whereas staff members "man the phones" to screen and set appointments. With the cooperation of both the assistance providers and the faith based community to refer all households seeking assistance first to the intake number we can then assess the need and refer to the appropriate source for assistance.

When an intake is made and the household does not meet the criteria for assistance (or if there are not any funds available) from one of the provider agencies, they will then be provided documentation that their case has been reviewed by the provider agencies, instructing them not to contact the agencies and then providing information regarding other resources in the community. This documentation can them be presented to the other resources (primarily the faith based resources) and they can then be assured that the client has already been screened. We will not be sharing the intake information other than the reason that they do not qualify for assistance with the faith based community without an additional executed Release of Information.

We understand that there are certain clients that an agency already has a relationship with that may need assistance. The agency would still be able to assist the person without referring them to the central intake as long as they provide the pertinent information after assistance so that the assistance data can be included.

City of Norman, OK

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

Master

File Number: K-1213-140

File ID:	K-1213-140	**Type:**	Contract	**Status:**	Consent Item
Version:	2	**Reference:**	Item No. 21	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**	$50,000.00	**File Created:**	01/03/2013
File Name:	K-1213-140 ESG for Food and Shelter			**Final Action:**	

Title: CONTRACT NO. K-1213-140: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND FOOD AND SHELTER, INC., IN THE AMOUNT OF $50,000 FOR THE EMERGENCY SOLUTIONS GRANT PROGRAM TO BE USED FOR HOMELESS PREVENTION AND/OR HOUSING RELOCATION AND STABILIZATION.

Notes: ACTION NEEDED: Motion to approve or reject Contract No. K-1213-140 with Food and Shelter, Inc., in the amount of $50,000; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Agenda Date: 01/22/2013

Agenda Number: 21

Attachments: Text File Food and Shelter, List of Agency Contracts, K-1213-140, PR FSFF

Project Manager: Linda Price, Revitalization Manager

Entered by: linda.price@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-140

Body

BACKGROUND: On May 22, 2012 City Council authorized the submittal of an Emergency Solutions Grant for Food and Shelter, Inc. As noted in the previous agenda item, the Oklahoma Department of Commerce (ODOC) awarded a $50,000 grant to the City of Norman for Food and Shelter, Inc. to be used for costs of operation, homeless prevention, and rapid re-housing activities. Contract K-1213-140 between the City of Norman and Food and Shelter, Inc. formalizes that funding pass through.

DISCUSSION: Each application for funding was required to show a dollar-for-dollar match equivalent to funding. Food and Shelter, Inc. will be matching the Emergency Solutions Grant funding with $50,000 in

outreach to street homeless. If approved, funding will be available to initiate the activities outlined in the application. The required match funds are from the operating budget of East Main Place and expenditures will be documented as they occur.

RECOMMENDATION: Staff recommends approval of contract K-1213-140 between the City of Norman and Food and Shelter, Inc. for the Emergency Solutions Grant in the amount of $50,000.

		Contract Amount	50% of funds provided by agency for project	Total Project Cost
K1213-139	ODOC 15381 - City of Norman	$ 50,000.00	$ -	
K1213-140	City of Norman - Food and Shelter, Shelter Agreement	$ 50,000.00	$ 50,000.00	$ 100,000.00
K1213-141	ODOC 15383 - City of Norman	$ 100,000.00	$ -	
K1213-142	City of Norman- East Main Place, Shelter Agreement	$ 100,000.00	$ 100,000.00	$ 200,000.00
K1213-143	ODOC 15380 - City of Norman	$ 100,000.00	$ -	
K1213-144	City of Norman - Women's Resource Center, Shelter Agreement	$ 100,000.00	$ 100,000.00	$ 200,000.00
K1213-145	ODOC 15382 - City of Norman	$ 100,000.00	$ -	
K1213-146	City of Norman - The Salvation Army, Shelter Agreement	$ 100,000.00	$ 100,000.00	$ 200,000.00
K1213-147	ODOC 15384 - City of Norman	$ 100,000.00	$ -	
K1213-148	City of Norman - Thunderbird Clubhouse, Shelter Agreeement	$ 100,000.00	$ 100,000.00	$ 200,000.00

EMERGENCY SOLUTIONS GRANT
SPONSOR AND SHELTER AGREEMENT

PART I - SUMMARY

Contractor City of Norman

Sub-Contractor
Emergency Shelter Name: Food and Shelter, Inc.

Contract 2012 Emergency Solutions Grant Program

Amount ($ 50,000.00)

Funding Period October 1, 2012 to September 30, 2013

Project Description: Provide funds for costs of Operations, Homeless Prevention and Rapid Re-Housing activities

PART II - GENERAL TERMS AND CONDITIONS

DEFINITION(S)

CONTRACTOR
Cities, towns, counties or Community Action Agencies who are direct recipients of Emergency Solutions Grant (ESG) funds, and have agreed to be responsible for the oversight of the proposed ESG project.

SUBCONTRACTOR
Any shelter that indirectly receives Emergency Solutions Grant (ESG) funds through a Unit of Local Government, or Community Action Agency, and is responsible for the implementation of the proposed ESG project.

1. a. **Subcontractor** will provide the necessary personnel, facilities, supplies, equipment, and/or related resources and skills to accomplish the program described in Part III in accordance with the terms and conditions of this contract. All of the work and services required should be performed by **Subcontractor** or a **Subcontractor** fully qualified and authorized under state and local law to perform such work and services.

   b. None of the work and services covered by this contract may be contracted to a third party without prior written approval of the City of Norman (contractor).

c. In no event will **Subcontractor** incur any obligation on the part of the City of Norman.
(contractor)

2. The City of Norman will provide funding for the program up to the
(contractor)
total amount subcontracted by Food and Shelter, Inc. which is the
(subcontractor)
maximum amount of $50,000.00 will pay for this subcontract.
(ESG award amount)

3. Compensation to Contractor

The City of Norman will reimburse **Subcontractor** on the basis of itemized
(contractor)
statements submitted in accordance with the budget attached hereto as **Attachment "A".** All claims for reimbursement must be accompanied by documentation of pledged in-kind for this project.

4. Records, Reports and Documentation

a. **Contractor** shall maintain records and accounts including property, personnel, and financial records that properly document and account for all project funds.

b. **Subcontractor** shall document and report match funds in conjunction with funds provided by the Oklahoma Department of Commerce on the monthly expenditure report. Expenditures of (ESG & Match) must be in proportionate amounts monthly.

c. **Contractor** shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this contract for at least three (3) years from the ending date of this contract.

5. Procurement

Procurement of all goods and services under this contract shall be carried out in compliance with procedures described in the ESG implementation Manual, Policy 705, Procurement Requirements.

6. Hold Harmless

Subcontractor shall, within limitations placed on such entities by state law, save harmless the State of Oklahoma and the City of Norman (contractor), their agents, officers and employees from all claims and actions, and all expenses defending same, that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by **Subcontractor**. **Subcontractor**

shall, within limitations placed on such entities by state law, save harmless the State of Oklahoma and the City of Norman (contractor), their agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark, copyright, or from any claim or amounts arising or recovered under Workers' Compensation Law or any other law.

7. Modification

a. This contract is subject to such modification as may be required by federal or state law or regulations.

b. Except as otherwise provided in this contract, the work and services to be performed and the total contract amount may be modified only upon written agreement of the duly authorized representatives of the parties.

8. Termination OR Suspension

This contract may be terminated or suspended in whole or in part at any time by written agreement of the parties.

PART III - SPECIFIC TERMS AND CONDITIONS

1. The **Subcontractor** shall provide assistance to the homeless in compliance with 24 CFR, Part 576.
2. Actual emergency shelter activities and services to be provided are as specified in **Attachment "B"** to this document.
3. The **Subcontractor** assures that no assisted renovation, rehabilitation, or conversion activities will affect historic properties, flood plains, endangered species or prime farmland.
4. **Subcontractor** specifically certifies and assures that it will comply with applicable terms of the following statutes, regulations and executive orders:

Non-Discrimination and Equal Opportunity

Title VI of the Civil Rights Act of 1964, 42 USC 2000d, (et. seq.), which prohibits discrimination on the basis of race, color or national origin under any program receiving Federal funds. HUD regulations are at 24 CFR Part 1.

1. The requirements of the Fair Housing Act (42 USC 3601-19) and implementing regulations at 24 CFR Part 100.
2. Executive Order 11063 (1962) as amended by Executive Order 12259 (1981), which requires equal opportunity in housing. HUD regulations are at 24 CFR Part 107.
3. 42 USC 5309, which prohibits discrimination on the basis of race, color, national origin or sex in connection with funds made available pursuant to the Act. Section 109 also prohibits discrimination on the basis of age and disability as provided in:

a. Age Discrimination Act of 1975 (42 USC 6101-07) and implementing regulations at 24 CFR Part 146.
b. Section 504 of Rehabilitation Act of 1973 (29 USC 794) and implementing regulations at 24 CFR Part 8. For the purposes of the Emergency Solutions Grants Program, the term "dwelling units" in 24 CFR Part 8 shall include sleeping accommodations.

4. Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), which requires that, to the greatest extent feasible, opportunities for training and employment be provided to lower-income persons in the project area that contracts for work in connection with the project be awarded to businesses in, or owned in substantial part by, residents of the project area. Regulations are at 24 CFR Part 135.
5. Executive Order 11246 (1965), which prohibits discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action in connection with Federally assisted construction contracts. Regulations are at 24 CFR Part 130 and 41 CFR Part 60-1.
6. Executive Orders 11625, 12432 and 12138 requiring efforts to encourage the use of minority and women's business enterprises in connection with activities funded by this subcontract.
7. 42 USC 11375, which requires that, to the maximum extent practicable, **Contractor** shall involve homeless individuals and families in the construction, renovation, maintenance and operation of the facilities assisted under the ESG Program and in the provision of services for occupants of these facilities.

Affirmatively Furthering Fair Housing

Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funding recipients. Sub grantees will have a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act. Protected classes include race, color, national origin, religion, sex, disability, and familial status.

Drug-Free Workplace

The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21 apply to HPRP. The sub grantee must have and follow policies stating that it is unlawful for employees distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(a) Establishing an ongoing drug-free awareness program to inform employees about:
(b) The dangers of drug abuse in the workplace;
(c) The grantee's policy of maintaining a drug-free workplace;
(d) Any available drug counseling, rehabilitation, and employee assistance programs; and
(e) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Discharge Policy

The sub grantee must have an established policy for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons.

Lead-Based Paint

Title IV of the Lead-Based Paint Poisoning Prevention Act (42 USC 4831, et. seq.) which prohibits the use of lead-based paint in residences for which Federal assistance is provided. Regulations found at 24 CFR Part 35.

EXECUTED BY:
Subcontractor (Emergency Shelter)

Food and Shelter, Inc.

April Doshier
Signature

April Doshier, Executive Director
Name Title

January 2, 2013
Date

EXECUTED BY:
Name of Contractor (Sponsor)

City of Norman

Signature

Cindy S. Rosenthal, Mayor
Name Title

January 22, 2013
Date

ATTEST:

City Clerk

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY [illegible] DATE 1/14/13

(REFER TO PAGE SIX UNDER TIER 1 AND TIER 2 FOR SPENDING DESCRIPTIONS)

City of Norman – ___ V-1213-140
Food and Shelter

Emergency Solutions Grant Program (ESG)
TIER II ONLY

FY'12 Project Budget Summary

COST CATEGORY	For Fiscal Use Only	ESG Requested Funds	Match Funds 555830	Project Total
Tier I: 40% of Grant Funds awarded must be spent on Prevention and/or Rapid Rehousing Services				
Tier II: 60% of Grant Funds awarded may be spent on Prevention and/or Rapid Re-Housing Services				
Administration (3.75%)		$1,875		$1,875
HMIS				
Emergency Shelter:				
Utilities				
Operations		$13,125		$13,125
Essential Services				
RA Assistance				
Total Emergency Shelter		$13,125		$13,125
Total Street Outreach – Essential Services		$0	$50,000	$50,000
Rapid Re-Housing Services				
Housing Relocation and Stabilization Services		$35,000		$35,000
Tenant-Based Rental Assistance				
Project-Based Rental Assistance				
Total Rapid ReHousing		$35,000		$35,000
Homelessness Prevention Services:				
Housing Relocation and Stabilization Services				
Tenant-Based Rental Assistance				
Project-Based Rental Assistance				
Total Preventive Services		$		$
	TOTAL	$50,000	$50,000	$100,000

Signature of Authorized Official

June 11, 2012
Date

PURCHASE REQUISITION NBR: 0000211730

STATUS: PRE-AUDIT APPROVAL

REQUISITION BY: JMCCART

REASON: ESG GRANT

DATE: 1/07/13

SHIP TO LOCATION: COMMUNITY DEVELOPMENT

SUGGESTED VENDOR: 751 FOOD AND SHELTER FOR FRIENDS

DELIVER BY DATE: 1/07/13

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	ESG GRANT COMMODITY: GRANTS SUBCOMMOD: CDBG	50000.00	DOL	1.0000	50000.00	

REQUISITION TOTAL: 50000.00

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	02140014634777	Miscellaneous Services Food & Shelter		100.00	50000.00
					50000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

K-1213-140

City of Norman, OK

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

Master

File Number: K-1213-141

File ID:	K-1213-141	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 22	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**	$100,000.00	**File Created:**	01/03/2013
File Name:	K-1213-141 ESG Contract with ODOC for East Main Place			**Final Action:**	

Title: CONTRACT NO. K-1213-141: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF COMMERCE ACCEPTING AN EMERGENCY SOLUTIONS GRANT IN THE AMOUNT OF $100,000 TO BE USED BY EAST MAIN PLACE, INC., FOR HOUSING RELOCATION AND STABILIZATION SERVICES FOR THE HOMELESS AND FAMILIES SEEKING ASSISTANCE AND BUDGET APPROPRIATION.

Notes: ACTION NEEDED: Motion to approve or reject Contract No. K-1213-141 with the Oklahoma Department of Commerce accepting an Emergency Solutions grant in the amount of $100,000 to be used by East Main Place, Inc.; and, if approved, authorize the execution thereof and appropriate $100,000 from Other Revenue/Emergency Shelter Grant (021-0000-331.13-19) to Miscellaneous Services/East Main Place (021-4001-463.47-76).

ACTION TAKEN: _____

Agenda Date: 01/22/2013

Agenda Number: 22

Attachments: Text File ODOC East Main Place, List of Agency Contracts, K-1213-141, East Main Place ESG 12 app

Project Manager: Linda Price, Revitalization Manager

Entered by: linda.price@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-141

Body

BACKGROUND: Beginning in 1987 the City of Norman sponsored local homeless agencies for funding from the U.S. Department of Housing and Urban Development (HUD) that was provided to the Oklahoma Department of Commerce (ODOC) for distribution. It is a requirement of ODOC that Emergency Solutions

Grant (ESG) Program applications are sponsored by a unit of local government. Each application submitted by a unit of local government, designates a homeless service provider that will receive the pass thru funding for the designated activities. On May 3, 2012 ODOC announced Requests for Applications (RFA) for Funding for the ESG. The RFA's were for 2012 funds.

The 2012 allocation of funding was $1,604,890 statewide. The process to secure the funds was done through a statewide competition with scoring done by ODOC. There were two tiers of funding available per application depending on the services that were applied for, with each tier having the amount of $50,000 each with a maximum award of $100,000 per agency. Applications for these funds were due at ODOC on June 15, 2012. Funding was expected to be available from approximately October 1, 2012 through September 30, 2013. The contract period will be October 1, 2012 through September 30, 2013, although the contracts are just now available to approve. Eligible expenditures from October 1, 2012 will be able to be reimbursed by the grant. All ESG expenditures by the homeless service agency are on a reimbursement basis from the City of Norman who is then reimbursed by ODOC.

Eligible Components for 2012 Allocation

General Administration Activities - 3.75% max

Street Outreach - Subject to the expenditure limits, ESG funds may be used for costs of providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent, non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility.

Emergency Shelter Operations - Subject to the expenditure limit in § 576.100(b), ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters, renovating buildings to be used as emergency shelter for homeless families and individuals, and operating emergency shelters.

Homeless Prevention - ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the "homeless" definition in § 576.2.

Rapid Rehousing Assistance - ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing.

On May 22, 2012 City Council authorized the submittal of five applications to ODOC for the Emergency Solutions Grant for five agencies including East Main Place, Inc. All of the applications were prepared by the agencies in consultation with the Continuum of Care and City of Norman staff. Distribution of funding to a nonprofit is permitted only when the unit of general local government, in which the assisted project is to be located, certifies that it approves the proposed project. This certification was submitted to ODOC with the application.

DISCUSSION: The application submitted by the City of Norman for East Main Place, Inc. requested $100,000, and was funded for $100,000. The $100,000 is to be used for costs of operation, homeless prevention and rapid re-housing activities. Contract No. K-1213-141 is between the City of Norman and ODOC for East Main Place, Inc. The following contract K-1213-142 is between the City of Norman and East Main Place, Inc. for the same amount.

RECOMMENDATION: Staff recommends approval of Contract No. K-1213-141 between the Oklahoma Department of Commerce and the City of Norman for the Emergency Solutions Grant in the amount of $100,000; and approval to appropriate $100,000 from fund balance account number 021-0000-253.20-00 into expenditure account number 021-4001-463.47-76 (East Main Place).

		Contract Amount	50% of funds provided by agency for project	Total Project Cost
K1213-139	ODOC 15381 - City of Norman	$ 50,000.00	$ -	
K1213-140	City of Norman - Food and Shelter, Shelter Agreement	$ 50,000.00	$ 50,000.00	$ 100,000.00
K1213-141	ODOC 15383 - City of Norman	$ 100,000.00	$ -	
K1213-142	City of Norman- East Main Place, Shelter Agreement	$ 100,000.00	$ 100,000.00	$ 200,000.00
K1213-143	ODOC 15380 - City of Norman	$ 100,000.00	$ -	
K1213-144	City of Norman - Women's Resource Center, Shelter Agreement	$ 100,000.00	$ 100,000.00	$ 200,000.00
K1213-145	ODOC 15382 - City of Norman	$ 100,000.00	$ -	
K1213-146	City of Norman - The Salvation Army, Shelter Agreement	$ 100,000.00	$ 100,000.00	$ 200,000.00
K1213-147	ODOC 15384 - City of Norman	$ 100,000.00	$ -	
K1213-148	City of Norman - Thunderbird Clubhouse, Shelter Agreeement	$ 100,000.00	$ 100,000.00	$ 200,000.00

FEI #: 736005350

CONTRACT -
PART I
SUMMARY AND SIGNATURES

Contracting Agency:	Oklahoma Department of Commerce State of Oklahoma (ODOC)
Contractor:	City of Norman
Contract Title:	
Contract Number:	15383 ESG 12
Federal Amount:	$100,000.00
Match Amount:	$100,000.00
Contract Amount:	$200,000.00
Source:	U.S. Department of Housing and Urban Development (HUD). Catalog of Federal Domestic Assistance (CFDA) Number 14.231
Funding Period:	October 1, 2012 through September 30, 2013

Submit Requisitions to:
Community Development
Oklahoma Department of Commerce

900 North Stiles
Oklahoma City, OK 73104-3234

Issue Payment To:
City of Norman
PO Box 370
Norman, OK 73070

AGREEMENT COMPONENTS:

Part I - Summary and Signatures

Certification Regarding Lobbying
PART II - GENERAL TERMS AND CONDITIONS

1. AVAILABILITY OF FUNDS

Payments pursuant to this contract are to be made only from monies made available to the Oklahoma Department of Commerce (ODOC) by the United States Department of Housing and Urban Development (HUD) for the Emergency Solutions Grant Program. Notwithstanding any other provisions, payments to Contractor by ODOC are subject to the availability of such funds to ODOC as determined by Federal and/or State action and/or law. ODOC may take any action necessary in accordance with such determination.

2. MODIFICATION (AMENDMENT)

a. This contract is subject to such modification as may be required by Federal or State law or regulations. Any such modification may be done unilaterally by ODOC.

b. Any modifications to the contract and budget attached hereto and made a part hereof, other than the modifications set forth in paragraph 2(a) above, must be

approved in writing, in advance, by ODOC.

c. This contract is for a one (1) year project but, under certain circumstances and with ODOC approval, may possibly be extended.

d. A waiver by ODOC of any provision of this contract must be in writing and signed by the Director of ODOC or his designee.

3. ODOC

ODOC will provide funding for the project up to the total contract amount.

4. CONTRACTOR

a. The Contractor agrees to perform those duties, obligations and representations contained in its application and to be bound by the provisions of its application and all amendments thereto, which were submitted to and accepted by ODOC in contemplation of this contract, said application being incorporated herein and made a part hereof by reference. Any conflict between said application and the provisions of this contract shall be controlled by Part II of this contract.

b. In no event will any subcontractor incur obligation on the part of ODOC.

c. The Contractor is responsible for ensuring that the respective recipients of the funds provided in this contract carry out their programs in compliance with the requirements of 24 CFR, Part 576, of the Federal Register.

d. The Contractor will avoid involuntarily displacing lower-income persons. If such displacement is unavoidable, the Contractor shall take action to mitigate any adverse effects on these persons.

5. EMPLOYEE BENEFITS

Contractor has full responsibility for payment of Workers' Compensation insurance, unemployment insurance, social security, State and federal income tax, and any other deductions required by law for its employees.

6. CERTIFICATIONS BY CONTRACTOR

a. Contractor expressly agrees to be solely responsible to ensure that the use of monies received under this contract complies with all federal, State and local statutes, regulations and other legal authority, all as modified from time to time, that affect the use of said monies.

b. Contractor specifically certifies and assures that it will comply with applicable terms of the following statutes, regulations and executive orders:

(1) Non-Discrimination and Equal Opportunity

(a) Title VI of the Civil Rights Act of 1964 (42 USC §§2000d, et seq.), which prohibits discrimination on the basis of race, color or national origin under any program receiving federal funds. HUD regulations are at 24 CFR Part 1.

(b) The requirements of the Fair Housing Act (42 USC §§3601-19) and implementing regulations at 24 CFR Part 100.

(c) Executive Order 11063 (1962) as amended by Executive Order 12259 (1981), which requires equal opportunity in housing. HUD regulations are at 24 CFR Part 107.

(d) 42 USC §5309, which prohibits discrimination on the basis of race, color, familial status, national origin or sex in connection with funds made available pursuant to the Act. This section also prohibits discrimination on the basis of age and disability as provided in:

[1] Age Discrimination Act of 1975 (42 USC §§6101-07) and implementing regulations at 24 CFR Part 146.

[2] Section 504 of Rehabilitation Act of 1973 (29 USC §794) and implementing regulations at 24 CFR Part 8. For the purposes of the Emergency Solutions Grants Program, the term "dwelling units" in 24 CFR Part 8 shall include sleeping accommodations.

(e) Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), which requires that, to the greatest extent feasible, opportunities for training and employment be provided to lower-income persons in the project area and that contracts for work in connection with the project be awarded to businesses in, or owned in substantial part by, residents of the project area. Regulations are at 24 CFR Part 135.

(f) Executive Order 11246 (1965), which prohibits discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action in connection with federally assisted construction contracts. Regulations are at 24 CFR Part 130 and 41 CFR Part 60-1.

(g) Executive Orders 11625, 12432 and 12138 requiring efforts to encourage the use of minority and women's business enterprises in connection with activities funded by this contract.

(h) 42 USC 11375(c)(7), which requires that, to the maximum extent practicable, Contractor shall involve homeless individuals and families in the construction, renovation, maintenance and operation of the facilities assisted under the ESG

Program and in the provision of services for occupants of these facilities.

c. The Contractor shall require the shelter to certify and make known that use of the facilities and services are available to all on a nondiscriminatory basis. Where the procedures a shelter intends to utilize to make known the availability of such facilities and services are unlikely to reach persons with disabilities or persons of any particular race, color, religion, sex, age, familial status, national origin or disability within their service area who may qualify for them, the shelter must establish additional procedures that will ensure these persons are made aware of the facilities and services. Shelters must also adopt and implement procedures designed to make available to interested persons information concerning the existence and location of services and facilities that are accessible to persons with a disability. (24 CFR Part 576.79(a)(6).

d. Drug-Free Workplace

(1) The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21 apply to the Emergency Solutions Program. The sub grantee must have and follow policies stating that it is unlawful for employees distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an ongoing drug-free awareness program to inform employees about:

(a) The dangers of drug abuse in the workplace;

(b) The grantee's policy of maintaining a drug-free workplace;

(c) Any available drug counseling, rehabilitation, and employee assistance programs; and

(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

e. Affirmatively Furthering Fair Housing

(1) Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funding recipients. Sub grantees will have a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act. Protected classes include race, color, national origin, religion, sex, disability, and familial status.

f. Discharge Policy

(1) The sub grantee must have an established policy for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons.

g. The Contractor certifies that it is in compliance with 25 O.S.§1313(B).

h. The patent rights to any discovery or invention developed as part of the specific activity funded by Community Development Block Grant funds shall belong to the United States Department of Housing and Urban Development.

7. OTHER FEDERAL REQUIREMENTS (REHABILITATION ONLY)

a. No costs shall be incurred until after the Contractor has received written notice from ODOC that the Contractor has satisfied the specific requirements listed below for release of funds. The Contractor shall submit to ODOC a "Request for Release of Funds" and required supporting documentation as follows:

(1) Environmental Review: The Contractor shall complete an Environmental Review for each rehabilitation project (See Requirement 702).

(a) Finding of Exemption: With regard to the environmental requirements of NEPA and the environmental requirements of related federal authorities, it is the finding of ODOC that the activity of Administration located in 24 CFR 58.34(a)(3) is an exempt activity. Upon execution of this contract the activity of administration requires no further environmental review.

(b) Finding of Categorical Exclusion Exempt From 24 CFR 58.5: With regard to the environmental requirements of NEPA and the environmental requirements of related federal authorities, it is the finding of ODOC that the activities of Operations, Services and Prevention located in 24 CFR 58.35(b) are Categorically Excluded activities not subject to 58.5. Upon execution of this contract these activities require no further environmental review.

(c) Rehabilitation and Non-Rehabilitation Projects: If funds provided by this contract are being passed through the Contractor to another entity, an agreement between the Contractor and the other entity setting forth the terms and conditions for use of said funds must be submitted to ODOC prior to disbursement of any funds and must also be kept on file by the Contractor. Said contract must be executed and in place within 30 days of the start date of this contract.

b. Labor Standards

(1) Contract Work Hours and Safety Standards Act (40 USC §§327, et seq.), which requires over-time compensation. Regulations are at 29 CFR Section 5.

(2) The provision of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.

c. Environment

(1) The Contractor's chief executive officer hereby assumes the status of a responsible federal official under the National Environmental Policy Act of 1969 and accepts jurisdiction of the State and federal courts for the purpose of enforcement responsibilities as such an official.

d. Acquisition and Relocation

(1) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §§4601-4655. Section 305 of Title III and Section 210 of Title II require State and local recipients to comply with real property acquisition and relocation requirements set forth in said Act. Regulations are at 49 CFR, Part 24, Subpart B.

(2) Costs arising under the URA are eligible for federal financial assistance in the same manner and to the same extent as other program or project costs (see 42 U.S.C. 4631(a)).

e. Lead-Based Paint

Title IV of the Lead-Based Paint Poisoning Prevention Act (42 USC §§4801, et seq.), which prohibits the use of lead-based paint in residences for which Federal assistance is provided. Regulations are at 24 CFR Part 35, subparts A, B, M and R shall apply to housing occupied by families receiving assistance through ESG.

f. Termination of Assistance

Section 415 of the Stewart B. McKinney Homeless Assistance Act (42 USC §11275) as amended by Section 1402(d) of the Housing and Community Development Act of 1992, which requires the Contractor to establish and comply with a formal process for the termination of assistance to any individual or family.

8. HOLD HARMLESS CLAUSE

Contractor shall, within limitations placed on such entities by State law, save

harmless the State of Oklahoma, its agents, officers, and employees from all claims and actions, and all expenses defending same, that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by Contractor. Contractor shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark, copyright, or from any claim or amounts arising or recovered under Workers' Compensation Law or any other law. In any agreement with any subcontractor or any agent for Contractor, Contractor will specify that such subcontractors or agents shall hold harmless the State of Oklahoma, its agents, officers, and employees, for all the hereinbefore described expenses, claims, actions, or amounts recovered.

9. POLITICAL ACTIVITY

a. All employees of the Contractor shall observe the limitations on political activities to which they may be subject under the Hatch Act (5 USC §§1501, et seq., 18 USC §595).

b. No portion of the contract funds may be used for any political activity or to further the election or defeat of any candidate for public office.

c. No portion of the contract funds may be used for lobbying activities.

d. Lobbying and Disclosure Requirements

To the best of the Contractor's knowledge and belief:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(3) It will require that the language of paragraphs 1 and 2 of this certification be

included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

10. NO-CONFLICT COVENANTS

a. Contractor covenants that no officers or employees of any governing board of Contractor have any interest, direct or indirect, and that none shall acquire any such interest during their tenure or for one year thereafter that would conflict with the full and complete execution of this contract. Contractor further covenants that in the performance of this contract no person having any such interest will be employed.

b. In addition to paragraph 10(a) above, Contractor shall assure that no agent, consultant or nonprofit recipient who receives funds from this contract and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or those with whom he or she has family or business ties during his or her tenure or for one year thereafter.

11. PUBLICATIONS AND OTHER MATERIALS

a. No material produced in whole or in part under this contract shall be subject to copyright in the United States or any other country. ODOC shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this contract.

b. Any publication or other material produced as a result of this contract shall include in a prominent location near the beginning the following statement:

This (type of material) was financed in whole or in part by funds from the U.S. Department of Housing and Urban Development as administered by the Oklahoma Department of Commerce.

12. CONTRACT ADMINISTRATION

a. Contractor shall comply with Treasury Circular 1075 concerning cash management of federal funds, and with ODOC requirements pursuant thereto, which are set forth in the ODOC Contractors Implementation Manual.

b. Contractor shall comply with 24 CFR Part 85 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 24 CFR Parts 50 and 576 and OMB Circular A-87, Cost Principles

for State and Local Governments, except as directed otherwise in writing by ODOC, as they relate to the application, acceptance and use of federal funds, and with ODOC requirements pursuant thereto, which are set forth in the ODOC Contractors Implementation Manual.

c. All contractual agreements between the Contractor and any primarily religious organizations receiving funds provided by this contract must include the following assurances in addition to, and not in substitution for, other provisions of this contract regarding the provisions of essential services and/or the payment of operational costs for emergency shelters pursuant to the Emergency Solutions Grants Program. The Provider:

(1) Represents that it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization; and

(2) Agrees that, in connection with such essential services and operational costs:

(a) It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

(b) It will not discriminate against any persons seeking emergency shelter and related services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

(c) It will provide no religious instructions or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of services or the use of facilities or furnishings assisted in any way under this contract.

13. RELEASE OF FUNDS

a. In the case of a rehabilitation project, funds provided by this contract shall not be obligated or expended until ODOC has issued a "Authority To Use Grant Funds". This notice shall not be issued until the Contractor has submitted a "Request for Release of Funds" and all required Environmental Review documentation and/or Sponsor Shelter Agreement has been submitted.

b. In the case of a non-rehabilitation project, funds provided by this contract will not be disbursed until ODOC has received the RFROF and the sponsor shelter agreement where applicable.

c. The Sponsor Shelter Agreement is to be submitted to ODOC if funds provided by

this contract are being passed through the Contractor to another entity. This agreement setting forth the terms and conditions for use of funds must be submitted to ODOC within 30 days of contract start date. If rehabilitation (major or otherwise) is involved, the agreement must include a signed statement that will comply the building use and accessibility requirements as outlined in the ESG Implementation Manual.

14. COMPENSATION TO CONTRACTOR

a. Funds made available pursuant to this contract shall be used only for expenses incurred during the period funded as specified in Part I for the purposes and activities approved and agreed to by ODOC. No ODOC funds may be used for expenses incurred either prior to or after the time period specified.

b. Contractor shall match funds provided under this contract, dollar for dollar, as set forth in its application. Contractor shall expend match funds proportionate to the expenditure of ESG funds monthly. Monthly submission of expenditure reports should reflect the expenditure of both match and ESG funds.

c. ODOC shall disburse funds to the Contractor upon receipt and approval by ODOC of timely, properly executed Requests for Funds. The Contractor may submit a Request for Funds as often as necessary to meet its financial obligations. All funds received shall be expended within three (3) days of receipt. The Contractor shall submit an actual Monthly Expenditure Report by the twentieth (20th) of the following month, regardless of whether or not funds have been expended that month.

d. All requests for funds should be submitted to ODOC during the period funded. A final claim may be submitted no later than 60 days after the final date of the period funded. Said claim will be allowed only for reimbursement of actual expenditures. Any claim submitted after the 60 days may be disallowed by ODOC.

e. If ODOC determines that payment based on estimated expenditures is resulting in accumulation of excessive balances of cash on hand, ODOC may modify the basis for compensation to Contractor to effect proper cash management.

f. If a question arises as to the validity of any claim made under this contract and the parties are unable to resolve such question by negotiation, then the Contractor may request a resolution of the question pursuant to the terms of this contract and the administrative procedures available through ODOC rules promulgated pursuant to the Oklahoma Administrative Procedures Act, 75 O.S. §§251, et seq.

g. All funds provided for activities must be obligated within 120 days of the contract start date and expended within 12 months of the contract start date.

h. (Street Outreach Component.) Subject to the expenditure limits, ESG funds may be used for costs of providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent, non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility. For the purposes of this grant, the term "unsheltered homeless people" means individuals and families who qualify as homeless under paragraph (1)(i) of the "homeless" definition under § 576.2. The eligible costs and requirements for the Street Outreach Component consist of such services listed in the companion Contractor Implementation Manual.

i. (Emergency Shelter Component.) Subject to the expenditure limit in § 576.100(b), ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters, renovating buildings to be used as emergency shelter for homeless families and individuals, and operating emergency shelters. The eligible costs and requirements for the Emergency Shelter Component consist of such services listed in the companion Contractor Implementation Manual.

j. (Homelessness Prevention) ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the "homeless" definition in § 576.2. This assistance, referred to as homelessness prevention, may be provided to individuals and families who meet the criteria under the "at risk of homelessness" definition, or who meet the criteria in paragraph (2), (3), or (4) of the "homeless" definition in § 576.2 and have an annual income below 30 percent of median family income for the area, as determined by HUD. The costs of homelessness prevention are only eligible to the extent that the assistance is necessary to help the program participant regain stability in the program participant's current permanent housing or move into other permanent housing and achieve stability in that housing. Homelessness prevention must be provided in accordance with the housing relocation and stabilization services requirements in § 576.105, the short-term and medium-term rental assistance requirements in § 576.106, and the written standards and procedures established under § 576.400. The eligible costs and requirements for Homelessness Prevention consist of such services listed in the companion Contractor Implementation Manual.

k. (Rapid Re-housing assistance component) ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. This assistance, referred to as rapid re-housing assistance, may be provided to program participants who meet the criteria under paragraph (1) of the "homeless" definition in § 576.2 or who meet the criteria under paragraph (4) of the "homeless"

definition and live in an emergency shelter or other place described in paragraph (1) of the "homeless" definition. The rapid re-housing assistance must be provided in accordance with the housing relocation and stabilization services requirements in § 576.105, the short- and medium-term rental assistance requirements in § 576.106, and the written standards and procedures established under §576.400. The eligible costs and requirements for Rapid Re-housing consist of such services listed in the companion Contractor Implementation Manual.

l. [Homeless Management Information System (HMIS) Component] The subrecipient may use ESG funds to pay the costs of contributing data to the HMIS designated by the Continuum of Care for the area. The eligible costs and requirements for Data Collection consist of such services listed in the companion Contractor Implementation Manual.

m. Paying costs of staff to travel to and attend HUD-sponsored and HUD-approved training on HMIS and programs authorized by Title IV of the McKinney-Vento Homeless Assistance Act;

n. Paying staff travel costs to conduct intake; and

o. Paying participation fees charged by the HMIS Lead, if the subrecipient is not the HMIS Lead. The HMIS Lead is the entity designated by the Continuum of Care to operate the area's HMIS.

p. The Contractor may use up to 3.75 percent (3.75%) of the contract for administration of the approved activities.

q. All or part of the funds provided by this contract may be distributed to nonprofit recipients, as identified in the approved application, for eligible activities.

r. Only activities listed in this contract or in the companion Contractors Implementation Manual as eligible activities that can be charged to this grant.

15. PROCUREMENT

a. Procurement, management and disposition of property acquired with contract funds shall be governed by Federal and State law, except as otherwise directed by ODOC in the Contractors Implementation Manual. Applicable State laws include the Public Competitive Bidding Act of 1974, 61 O.S. 101, et seq.

b. Materials acquired for construction purposes shall be deemed real property once they have become a part of the construction.

16. RECORDS, REPORTS, DOCUMENTATION

a. Contractor shall maintain records and accounts, including property, personnel and financial records, that properly document and account for all project funds. Specific types and forms of record are required by the ODOC Contractors Implementation Manual. The Manual is hereby annexed and incorporated and made a part of this contract. The Manual may be amended during the current contract period by ODOC. All amendments shall be based on changes in Federal and State laws or regulations and shall be mailed to the Contractor at the address indicated in Part I of the contract. Requirements pertaining to the maintenance of records, reports and documentation are included in the companion Contractors Implementation Manual.

b. Contractor shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this contract for at least five (5) years from the date of submission of the Final Expenditure Report or until all audit findings have been resolved, whichever is later. All records and accounts shall be made available on demand to the Oklahoma State Auditor and Inspector, the U. S. Department of Housing and Urban Development, the Comptroller General and ODOC, its agents and designees, for inspection and use in carrying out its responsibilities for administration of funds.

c. Contractor shall develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted with Emergency Solutions Grant funds and to ensure that the address and location of any family violence shelter project assisted with Emergency Shelter Grant funds will, except with written authorization of the person or persons responsible for the operation of such shelter, not be made public. Requirements pertaining to the development and implementation of required procedures are included in the companion Contractors Implementation Manual.

d. During the contract period, the Contractor shall submit Monthly Progress Reports and one (1) Final Report to ODOC. The reports will be due as follows:

(1) Monthly Progress Reports due the 20th of each month, reporting information from previous month.

(2) November 30, 2013: Final Report (due with closeout).

e. The Contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of this contract.

17. CLOSING OUT OF PERIOD FUNDED

a. Contractor shall promptly return to ODOC any funds received under this contract

that are not expended as of the final date of the period funded. Funds shall be considered expended only if goods and services have been received as of the final date of the period funded.

b. ODOC may unilaterally modify this contract to subtract the total amount of funds not obligated by the Contractor as of the final date of the period funded.

c. Contractor shall submit Closeout Documents in accordance with the forms and Requirement in the Contractors Implementation Manual no later than 60 days after the final date of the period funded or upon completion of the project.

18. AUDIT, DISALLOWED COSTS

a. The Contractor shall comply with ODOC's Audit Policies and Audit Procedures, which are incorporated herein and made a part hereof.

b. Contractor shall provide ODOC with timely copies of reports on any audits that include funds received from ODOC.

c. In the event an audit results in the determination that the Contractor has expended contract funds on unallowable costs, the Contractor shall reimburse ODOC in full for all such costs.

19. PROGRAM INCOME

Contractor shall account to ODOC for all program income resulting from this agreement. Disposition of program income will be determined by ODOC.

20. INTERPRETATION, REMEDIES

a. In the event the terms or provisions of this contract are breached by either party or in the event that a dispute shall arise between the parties regarding the meaning, requirements or interpretation of the terms and provisions of this contract, then such breach or dispute shall be resolved pursuant to the terms of this contract and the administrative procedures available through ODOC rules established pursuant to the Oklahoma Administrative Procedures Act, 75 O.S. §§251, et seq.

b. Neither forbearance nor payment by ODOC shall be construed to constitute waiver of any remedies for any default or breach by Contractor that exists or occurs later.

21. TERMINATION OR SUSPENSION

a. This contract may be terminated or suspended in whole or in part at any time by written agreement of the parties.

b. This contract may be terminated or suspended by ODOC, in whole or in part, for cause, after notice and an opportunity for Contractor to present reasons why such action should not be taken. Procedures for such a process shall be in accordance with the General Rules of Practice and Procedure of the Department. Grounds constituting cause include but are not limited to:

(1) Failure of Contractor to comply with provisions of this contract or with any applicable laws, regulations, guidelines or procedures, including ODOC requirements and issuances, or undue dilatoriness in executing its commitments under this contract.

(2) Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.

(3) Submission by Contractor of incorrect or incomplete documentation pertaining to this contract.

(4) Undue dilatoriness by Contractor in executing its commitments under a prior contract with ODOC, including, but not limited to, submission of any audits due, resolution of audit findings and monitoring results.

c. In the event of termination or suspension, Contractor shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action, and to reimbursement for reasonable and necessary expenses. Contractor shall reduce to the minimum possible all obligations, prepaid expenses and other costs.

d. Contractor shall not be relieved of liability to ODOC for damages sustained by ODOC by virtue of any breach of this contract by Contractor. ODOC may withhold payments due under this agreement pending resolution of the damages.

22. SEVERABILITY CLAUSE

If any provision under this contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.

SPECIAL CONDITIONS:

SIGNATURES – EXECUTION OF CONTRACT

The rights and obligations of the parties to this contract are subject to and governed by Part II – Terms and

Conditions. To the extent of any inconsistency between the general and the specific, the specific governs.

I certify that I am authorized to sign this document, and any attachments or addendums thereto, and I have read and agree to all parts of the contract.

Executed by:City of Norman

Signature of Authorized Official

Date

Executed by:
OKLAHOMA DEPARTMENT OF COMMERCE

Signature of Authorized ODOC Official

Date

ATTEST:

City Clerk

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY _____ DATE 1/14/13

Oklahoma Department of Commerce
Office of Community Development
Application for Financial Assistance FY 2012 Emergency Solutions Grant Program

1.a. Type of Submission ☐ Rehabilitation/Conversion ■ Non Rehabilitation/Conversion	2.a. Has the Shelter received ESG funds in previous years? If yes, indicate which year and contract numbers. 5039 ESG 92; 7171 ESG 95; 8038 ESG 97; 8415 ESG 98; 11684 ESG 05; 11244 ESG 06; 14202 ESG 10; 14806 ESG 11
3a. Applicant Name (Sponsor) The City of Norman	3b. Shelter Name East Main Place, Inc.
3c. Applicant address PO Box 370, Norman, OK 73070	3d. Shelter mailing address, street address 1100 E. Main, Norman, OK 73071
3e. Applicant contact name, email address and phone number Linda Price 405-366-5439 Linda.price@normanok.gov	3f. Shelter contact name, email address and phone number Ginny Corson 405-447-4663 ginny@eastmainplace.com
3g. County Cleveland	3h. County Code 14
4. Employer Identification Number (EIN) 7 3 — 6 0 0 5 3 5 0	4.a. DUNS Number 1 0 1 5 0 1 2 4 0
5. Applicant Category ■ City/Town ☐ County ☐ Community Action Agency	6. Estimated # beneficiaries We will be able to assist over 125 households (400 individuals) with this project.
7. Contract Start Date: **October 1, 2012** Contract Ending Date: **September 30, 2013**	8. Requested Funding for this Project:
9. Description of Project: Operations, Homeless Prevention and Rapid Re-Housing.	Applicant (Match) $100,000 ESG Request $100,000 Other (Additional Funds) $ **Total Project: $200,000**
10a. Applicant State Legislative Districts (list individual county and district #) House 44, 45, 46, and 53; Senate 15, 16, and 17 10b. Shelter State Legislative Districts (list individual county and district #) House 44, 45, 46, and 53; Senate 15, 16, and 17	11. Does the Applicant have any ODOC audit exceptions? ☐ Yes, if "yes" attach explanation ■ No
12. To the best of my knowledge and belief, al data in this application are true and correct. The document has been duly authorized the Governing Body of the Applicant and the applicant will comply with the attached assurances if the assistance is awarded.	12a. Name/Title of Authorized Representative: Cindy S. Rosenthal, Mayor of the City of Norman
12b. Signature of Authorized Representative:	Cindy S Rosenthal
12d. Date Signed:	6-11-12

ODOC Form 424
ESG 2012

22-18

SECTION I: COMMUNITY NEED(S) (15 points possible)
ONE PAGE MAXIMUM

I-1 Describe the need for homeless assistance services in your area. Include local data. For example (but not limited to), numbers served; numbers turned away, local poverty statistics, etc.

I-2 How was data showing proof of need collected?

SECTION II: Proposed Use of Funds (Programmatic) (50 points possible)
THREE PAGE MAXIMUM

II-1. What sub-population(s) does the shelter serve (check all that apply)
_x__ Children and Youth
_x__ Chronic Substance Abusers
_x__ Co-Occurring Disorder (see definition)
_x_ Expectant Mothers
_x__ Persons with HIV/Aids
_x__ Mentally Ill
_x__ Unaccompanied Youth
_x__ Veterans
_x__ Victims of Domestic Violence
_x__ Other (specify)

II-2. Describe the organization's Emergency Shelter Component and Shelter Services.

II-3. Describe the organization's Street Outreach Services.

II-4. List shelter's days and hours of operation and 24/7 availability.

II-5. What is the maximum length of stay? 1 year with possible extensions, case by case basis.

II-6. Does your shelter charge a fee for services? If yes, provide explanation.

II-7 Describe how clients will access requested funds for Rapid Rehousing and/or Prevention; including what documentation is collected / verified regarding the client's program eligibility.

II-8 Describe what level of case management clients receive at the Shelter and identify the person(s) responsible for carrying out case management activities

II-9 Describe steps clients take to enter transitional and/or permanent housing.

II-10 How will the services proposed address the needs of the households serviced allowing them to become self sufficient in order to maintain permanent housing?

SECTION I:

I-1. The East Main Place program fulfills a vital need within our community to provide long term housing and comprehensive case management services to homeless individuals and families. During the 2010 program year we served 142 men, women and children. The 2011 program year showed a decrease in the number of participants receiving services simply because more individuals and families are staying longer than anticipated. EMP housed a total of 111 individuals and families with children. The EMP program refuses no applicant for on-site housing services with the only exception being a violent criminal offender. The number of violent offender applicants turned away in the 2011 program year was 15. Additionally, the most recent poverty statistics for Cleveland County Oklahoma, specifically, the City of Norman, is a whopping **16.7%**. The latest data available for the state of Oklahoma sits at **16.8%** and the current national poverty levels are **15.1%**. What is even more alarming still is that **22%** of all children 18 years of age and under live at or below the national poverty level. The January 2012 CoC Point In Time count for Cleveland County proves that a **minimum of 616** individuals did not have a permanent fixed night time residence. Although the CoC gathers the critical PIT quantitative data, it is important to recognize that qualitative incorporation of data gathered from our homeless population be strongly considered. This allows us to view where we may improve upon our service delivery as well as insight and better understanding of the many varied and complicated needs of our homeless citizens.

I-2. The data showing proof was gathered from several resources and entities. We diligently gather participant information and enter the data into the Homeless Management Information System (HMIS). HMIS data gives us an immediate compilation of current participant information. Additional statistical data was gathered from the US Census Bureau which includes local and state data. The National Poverty Center provided a wealth of information, particularly regarding children living in poverty. The Norman CoC provided the Point In Time count information. EMP is an active participant in the collection of local PIT data. And finally, although not shown, the individual "stories" of homeless individuals and families, our program participants, offer EMP the opportunity to gather information and continually change our methods of service delivery to better meet the needs of those we serve.

SECTION II:

II-1. See attached check list.

II-2. East Main Place has always provided an emergency shelter component as part of our program. We have a valued community partnership with the Norman Salvation Army and Food and Shelter for Friends. EMP regularly makes appropriate referral to the SA and FSFF. When additional funds become available to us, we will place homeless individuals and families in a local motel until we can arrange longer term shelter within the EMP program. With the implementation of the new ESG regulations, if awarded funding, EMP will continue our community partnerships and add defined funding for motel vouchers to our budget. This award will greatly enhance our ability to quickly house homeless people and begin the process of rebuilding their lives. EMP shelter services include structure within safe, clean affordable housing, individual case management services, financial literacy training, life skills training, education counseling, physical and mental health assessment and appropriate, quick referral to all community partners for essential services provision. Our participant successes in achieving permanent housing stability have been proven time and again with this program structure. Our performance measures and successful outcomes are consistent.

II-3. East Main Place is not applying for funding to provide street outreach services. However, we have previously provided street outreach services. This is based on emergency referral. Generally, we will receive a phone call from a member of city or state government asking us if we will go outreach a homeless family or individual located within the city limits. On these occasions we have successfully outreached the homeless into our shelter. If awarded funding, we are committed to providing motel voucher assistance within the scope of our community partnerships with the Salvation Army and Food and Shelter for Friends. FSFF currently has an extremely successful street outreach program and we will always refer street homeless to the most appropriate agency for central intake and assessment of need. Partnership agreements will include providing voucher assistance for those households that require minimal case management services and will benefit immensely from Rapid Re-Housing assistance, which we will provide if awarded funding. Additionally, we will provide emergency shelter to homeless individuals and families that will ultimately come into the EMP program. This is to ensure they may receive the comprehensive case management services that they require before they can successfully move on to permanent housing stability. And finally, we are committed to provide temporary emergency shelter to our chronically homeless population. Not all individuals in residing emergency shelter are viable candidates for long term housing due to their own personal choice or the many significant issues that they face. We will remain in close contact with our community partners so that we may be able to provide the best services to our communities homeless.

II-4. East Main Place hours of operation are Monday-Friday from 8AM-4PM in addition to occasional Saturday's when required. The shelter director or on-call staff is available to

residents or to those requiring emergency assistance 24 hours daily. On-call staff will meet individuals or families at a local motel to provide emergency shelter for those who qualify.

II-5. The maximum length of stay is 1 full year. EMP strongly encourages residents to maintain residency for the entire 12 month period. Due to some extenuating circumstances, residents may maintain residency for the HUD allowable timetable of 24 months depending on minor setbacks or achievement gained as outlined in the residents individual development plan.

II-6. Yes. After a new resident gains employment, they are required to pay rent monthly as required in the EMP contract with the Norman Housing Authority for Project Based Section 8 voucher assistance. Resident rental costs are calculated using the housing authority formulary for qualified Section 8 recipient assistance at 30% of their adjusted gross monthly income.

II-7. Residents who are verified eligible to receive requested funds through the Central System for Intake (**CSI**) will be required to have a referral from CSI for all prevention services, case management will be provided for all recipients of prevention services and will be provided either in-house or through contract with a community partnership. Rapid re-housing funds will be used to transition EMP program participants to permanent housing by providing most or all start-up expenses. Documentation will include demographic data, documentation that has caused or will imminently cause homelessness, photo ID, social security cards for all family members, income verification and other assorted documents as necessary. Currently, no individual or family can apply for Section 8 rental assistance through the Norman Housing Authority. Having rapid re-housing funds will alleviate the burden to low-income participants by paying for start-up expenses. EMP will simply incorporate the comprehensive case management services that we currently provide along with comprehensive after care services which will include a housing stability plan specifically designed with the participant that will effectively assist them over the long term.

II-8. With a referral from CSI or a partnering agency that provides emergency shelter, we can commit to house an individual or family temporarily with a motel voucher. When space becomes available at EMP. They will transition from motel to the program on site. The level of case management services will vary from family to family depending on their current circumstances. Services provided can change rapidly depending on a participant's level of strengths and goals achieved. However, all participants will receive comprehensive case management services. Case management services include, but are not limited to; long term, safe, secure emergency housing, employment counseling, life skills training, mental health services, substance abuse services, financial literacy training, domestic abuse/violence counseling, education counseling and housing stability counseling. Case management activities are the responsibility of Marilyn Webb; a long term employee of EMP. Ms. Webb has extensive experience in case management and is very successful with EMP participants. She holds a bachelor's degree in Human Services Counseling from East Central University. Ms. Webb is also credentialed through the University of Iowa School of Social Work and is a Nationally Certified Family Development Specialist. EMP will also utilize supervised practicum students from the University of Oklahoma to provide certain case management activities such as life skills and financial

literacy exercises. Ultimately, the executive director has the responsibility of ensuring all case management activities are carried out.

II-9. Participants are required to complete an application for services through the CSI. Immediately they will receive a needs assessment and be referred to the appropriate partnering agency for services. Provided that they meet the entry requirements to enter into long term housing i.e.; completed application, documentation of need, and no violent offences, if space is available they will be allowed entry into the EMP housing program. After a period of time receiving intensive case management, supportive services, and increased income a participant can then qualify for start-up costs assistance and move on to permanent housing. The EMP case manager, along with each individual and family will jointly develop an individualized housing stability plan with clearly outlined steps/goals that will result in long term housing stabilization. At this time, after care services will be critical in assisting all participants in maintaining permanent housing stability. EMP will work toward maintenance of a healthy case management routine to ensure our program participants continued long-term successes on their own terms.

II-10. There are many and varied factors which lead to a households inability to maintain permanent housing. The EMP program begins by leading participants down a path of setting their own goals. EMP provides a supportive and nurturing environment with rules and guidance designed to motivate and encourage. We address the often reoccurring factors that lead to homelessness. Education, debt, lack of employment, physical and mental health issues, substance abuse issues, lack of driver's license and other issues. We are goal centered and the main focus is the family's ability to maintain permanent housing. We try to instill a level of accountability and responsibility in our participants lives, first to themselves and then to their obligations. Paramount to the success of any participant is the effective and positive relationship they build with their case manager. For our program participants, the ability to be self-sufficient requires great focus, hard work and the desire to be self-sufficient. The expansion of eligible activities outlined in the ESG Program will allow for far more flexibility in services we can physically provide to our program participants to assist them in achieving the many levels of a self-sufficient lifestyle. EMP can provide any participant the tools and guidance necessary to achieve and maintain self-sufficiency and permanent housing stability with the vast level of resources available to each one if they are truly willing to change their lives to achieve that level of success.

SECTION III:

III-1. Local goals, by which we measure our performance, are outlined in the City of Norman ECHO 2015 plan. Please see attached ECHO plan. The EMP program is exactly in line with the state and local performance measures. Approximately 60% of our program participants exit to permanent housing and approximately 80% of program participants will exit the program with increased income. By achieving local performance measures, we can then achieve state performance measures. Assisting families in getting back on their feet with comprehensive case management services is the key for success. Families need a baseline system of support, they need encouragement, they need guidance, they need someone to believe in them and their achievements. By offering more rapid rehousing services, we can actually measure the decrease in people living on the streets. We can reduce and prevent homelessness from ever occurring with prevention services.

III-2. With the addition of rapid re-housing funding and prevention funding we can greatly expand the services that we currently offer. We anticipate that we will serve no less than 100 individuals and families. With additional funds and program expansion we could potentially serve as many as 150 individuals and families. This greatly depends on family stability, income and the cost of re-location services.

III-3. The data will be collected utilizing the CSI (Central System for Intake). The partnering agency will collect the CSI and enter all participant information into the HMIS database. If a participant comes into the EMP long term housing program, we will have to collect the EMP application for services. Additional information will be gathered from the participant via various worksheets available in our offices. All data collected will be entered into HMIS and used for reporting purposes.

SECTION IV:

IV-1. EMP has consistently utilized volunteer match and donated materials match each programmatic year of the ESG. The annual value of the match is located in our 2011agency audit. EMP strictly adheres to the IRS regulation regarding the value of donated materials. Although we do not intend to use additional program funds as match we will demonstrate the commitment of funds that could potentially be used as match on the ODOC-10 page. Please see attached independent agency audit for the 2011 program year. See attached interagency forms utilized to calculate match.

IV-2. EMP intends to use HUD CoC case management staff salary dollars as match. The grant contract period is April 1, 2012 through March 31, 2013. EMP also intends to use board fundraising activities to offset the cost of staff salaries; in addition we will utilize our local CDBG award as match toward this award. Enclosed are letters demonstrating the pledge of fundraising activities and a letter from the agency CPA documenting the annual average private donations the agency receives.Please see all attached documentation.

SECTION V:

V-1. The Norman CoC works directly from the ECHO 2015 plan. Services proposed fit exactly into the ECHO 2015 plan through the system of care that already exists in our community and our individual agencies. The ECHO 2015 plan outlines specific goals and objectives that are "designed to significantly reduce all types of homelessness." The services EMP currently provides and the additional services we propose will fulfill that very objective. Agency collaboration has always been paramount to the Norman CoC. The executive director of EMP is an active participant in the CoC currently sitting on the ECHO 2015 Steering Committee, the CoC Steering Committee, the CoC Leadership Committee and the CoC Executive Committee. EMP also attends the CoC Shelter Directors monthly meeting for the sole purpose of collaboration and strategic planning.

V-2. Mainstream resources in our community are an integral piece in the effort to reduce the number of homeless individuals and families. Many participants of the EMP program come to us with multiple issues which include dual mental health diagnosis, legal issues, struggling with addictions, poor family relationships, health problems and poor economic circumstances. We partner with other agencies and resources to provide the most professional and accurate treatment necessary. Mainstream services/resources include the Norman Housing Authority, DHS, Workforce Oklahoma, Social Security Administration and Metro Transit, WIC, Health for Friends and the Central Oklahoma Community Mental Health Center. The process for connecting clients to these services begins when they come through the door. Sometimes, a simple conversation is all that is needed and a client then knows where to go and receive services. Other times, more information is required and a formal needs assessment is completed. After needs are assessed, appropriate referrals to mainstream services are provided. We diligently follow up on all referrals to our participants through their individual service plan, which is updated weekly. If our participants want services, they can receive services. With the implementation of CSI, the number of callers and walk-in traffic will be greatly reduced.

V-3. EMP collaborates with all area agencies. Depending on the needs of the participant, we collaborate with Cleveland Co. Drug Court, DHS, Workforce Oklahoma, Metro Transit many food pantries, COCAA, FSFF, Salvation Army, Health for Friends, substance abuse services and mental health service providers. We avoid duplication in services by continued communication with the service provider and our participant. EMP requires a signed release of information from our participant and the service provider for all formal collaborations. Duplication in services is also easily tracked through HMIS and the CoC service providers. Information sharing is required for service implementation as well as avoiding duplication of services. The Cleveland County CoC is an accomplished entity in the coordination of services with very little duplication in services.

V-4. Program participants learn empowerment through case management activities and life skill activities. EMP residents also gain a great deal from our Resident Council weekly meetings. All residents are required to attend this important weekly meeting to provide feedback on how the program is working, and honest thought about the perceptions of their living environment. Residents lead the meetings with their own elected officers- president, secretary and treasurer. Each resident contributes one dollar weekly which is used for the entire community activity of their choice. Previously, residents have attended OU basketball games, gone bowling. They have pizza parties and summertime BBQ's. They also use their funds to purchase a cake to send off all program graduates in style! These meetings provide the perfect forum for socialization. Residents also supervise their own building chores. They elect a chore supervisor who distributes weekly chores and ensures they are completed. Case managers and other entities utilize this time frame to bring important life skills trainings and exercises to participants. Budgeting techniques, nutrition and cooking lessons, car maintenance and effective communication skills are often requested. EMP regularly schedules a guest speaker for more in depth study of topics such as consumer credit issues, parenting skills & resources or landlord-tenant relations. Residents control their own living environments from designing the laundry room schedule to providing feedback on pest control. To demonstrate to our residents that we do place value to their opinions, staff will make changes and try new ideas. This sends the message that residents in the program do matter. The governing Board of Directors also seats a formally homeless representative to the board. This representative is a powerful tool in keeping the board focused on the importance of the decisions they make and provides the board excellent insight on how policy does effect the resident population.

MATCH CERTIFICATION

SOURCES OF LOCAL MATCH:
[Attach supporting documentation for available match. Documentation should reflect funding availability during the ESG contract year.]

Other Federal (including pass-through funds, e.g., City CDBG, County FEMA, etc.)

HUD SHP	$ 20,000
	$
	$
	$

State/Local Government Funding

CDBG	$ 12,000
	$
	$
	$

Private (including recipient) Funding

Fund Raising/Cash	$ 15,000
Loans	$
Building Value or Lease	$
Donated Goods	$ 33,000
Donated Computers	$
New Staff Salaries	$
Volunteers ($5/hr)	$ 20,000
Volunteer Medical/Legal	$
Other (specify)	$

I certify that the match funds have been identified and committed to support the proposed ESG project and have not been used to match previous ESG awards (i.e. the value of a donated building used as match in a 2010 ESG award cannot be used as match in 2011). This form is a description of the sources and amounts of such match funds, which are not being used as match for any other federal program.

Mayor, City of Norman — June 11, 2012

Signature/Title — Date

ODOC –1
ESG 2012

ODOC 2 – Local Government Certification

Emergency Solutions Grant (ESG) Program
To be submitted by the Units of General Local Government Applicants

I, Cindy S. Rosenthal, Chief Elected Official of the City of Norman, certify that the units of general local government will comply with the following:

1. The requirements of 24 CFR Sec. 576.53 and the January 9, 1989, Federal Register Notice of Fund Availability; Amended Program Requirements, concerning the continued use of buildings for which Emergency Solutions Grants are used for rehabilitation or conversion of buildings for use as emergency shelters for the homeless; or when funds are used solely for operating costs or essential services, concerning the population to be served.
2. The building standards requirement of 24 CFR Sec. 576.55.
3. The requirements of 24 CFR Sec. 576.56, concerning assistance to the homeless.
4. The requirements of 24 CFR Sec. 576.57, other appropriate provisions of 24 CFR Part 576, and other applicable Federal laws concerning nondiscrimination and equal opportunity.

I further certify that the units of general local government will comply with the provisions of, and regulations and procedures applicable under, section 104(g) of the Housing and Community Development Act of 1974 with respect to the environmental review responsibilities under the National Environmental Policy Act of 1969 and related authorities as specified in 24 CFR Part 58.

I further certify that the units of general local government and the shelter(s) conducting activities, funded in whole or in part with McKinney Act funds, to assist the homeless population in this jurisdiction, will administer, in good faith, a policy designed to ensure that the assisted homeless facility is free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

I further certify that the submission of an application for an emergency solutions grant is authorized under state and/or local law and that the local government possesses legal authority to carry out emergency solutions grant activities in accordance with applicable law and regulations of the Department of Housing and Urban Development.

Cindy S. Rosenthal, Mayor of the City of Norman
Name of Chief Elected Official and Title

Cindy S Rosenthal
Signature of Chief Elected Official

May 22, 2012
Date

ODOC -2
ESG 2012

ODOC 5 Applicant Assurances

Emergency Solutions Grant (ESG) Program
To be submitted by all Applicants

I, Cindy S. Rosenthal, Mayor of the City of Norman (title) certify that if awarded FY 2011 Emergency Solutions Grant funding, this Unit of Local General Government does assure:

1. Homeless individuals and families will be given assistance in obtaining:

   Appropriate case management, essential services, including transitional housing, permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living; and

   Other Federal, State, local, and private assistance available for such individuals.

2. Homeless individuals will be provided the opportunity for participation on the policymaking entity in accordance with 42 U.S.C. 11375 (d).

3. Homeless individuals and families will be involved in providing work or services pertaining to facilities or activities assisted under this part, in accordance with 42 U.S.C. 11375 (c) (7).

Cindy S. Rosenthal, Mayor of the City of Norman
Name and Title of Chief Elected Official (or) Executive Director of CAA

Cindy S Rosenthal
Signature

May 22, 2012
Date

ODOC-5
ESG 2012

ODOC 6 – Program Certifications

Emergency Solutions Grant
Program (ESG) Certifications

I, Cindy S. Rosenthal, Mayor
(Signature of Authorized Representative) (title)

of the City of Norman certify that the organization will comply with the following:
(name of organization)

Consolidated Plan – The 2010 HUD-approved Consolidated Plan.

Consistency with Plan – Housing activities to be undertaken with ESG funds are consistent with the strategic plan.

Confidentiality – Grant subrecipients must develop and implement procedures to ensure:
(1) The confidentiality of records pertaining to any individual provided with assistance; and
(2) That the address or location of any assisted housing will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the grantee.

Discharge Policy – Grant subrecipients must agree to develop and implement, to the maximum extent practicable and where appropriate policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons.

Affirmatively Further Fair Housing -- The local government or nonprofit will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction or state, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

HMIS – HUD's standards for participation in a local Homeless Management Information System and the collection and reporting of client-level information. (Domestic Violence Shelters exempt as stated in "VAWA Protections")

Cindy S. Rosenthal
Cindy S. Rosenthal, Mayor of the City of Norman
Authorized Signature/Official Title

May 22, 2012
Date

ODOC-6
ESG 2012

Certification of Consistency With the Consolidated Plan

U.S. Department of Housing and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.

(Type or clearly print the following information :)

Applicant Name: East Main Place, Inc.

Project Name: ESG 2012

Location of the Project: 1100 E. Main Street

Name of the Federal Program to which the applicant is applying: Emergency Solutions Grant

Name of Certifying Jurisdiction: City of Norman

Certifying Official of the Jurisdiction Name: Linda R. Price

Title: Revitalization Manager

Signature: Linda R Price

Date: May 23, 2012

Form HUD-2991

Certification of Consistency With the Consolidated Plan

U.S. Department of Housing and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.

(Type or clearly print the following information :)

Applicant Name: East Main Place, Inc.

Project Name: ESG 2012

Location of the Project: 1100 E. Main Norman, OK 73071

Name of the Federal Program to which the applicant is applying: Emergency Solutions Grant

Name of Certifying Jurisdiction: City of Moore

Certifying Official of the Jurisdiction Name: Elizabeth Jones

Title: Director of Community Development

Signature: Elizabeth Jones

Date: May 23, 2012

Form HUD-2991

ODOC 7 - **Certification for Drug-Free Workplace**

I, Cindy S. Rosenthal, Mayor
(Signature of Authorized Representative (title)

of the City of Norman, certify that the organization will comply with the
(name of organization)

following:

Drug-Free Workplace --It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:

a. The dangers of drug abuse in the workplace;
b. The grantee's policy of maintaining a drug-free workplace;
c. Any available drug counseling, rehabilitation, and employee assistance programs; and
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. 4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
   a. (a) Abide by the terms of the statement; and
   b. (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted –
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;

7. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Additional Instructions for Drug-Free Workplace Certification

1 By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2 The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD,

in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3 Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

4 Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).

5 If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).

6 The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

201 W. Gray, Norman, Cleveland County, OK 73069

Place of Performance (Street address, city, county, state, zip code)
Check ____ if there are workplaces on file that are not identified here.
The certification with regard to the drug-free workplace is required by 24 CFR part 24, subpart F.

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of sub recipients or subcontractors in covered workplaces).

Cindy Rosenthal, Mayor
Authorized Signature & Official Title

May 22, 2012
Date

ODOC-7
ESG 2012

ODOC 7 - **Certification for Drug-Free Workplace**

I, Ginny Corson, Executive Director
(Signature of Authorized Representative (title)

of East Main Place, Inc., certify that the organization will comply with the
(name of organization)

following:

Drug-Free Workplace --It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
a. The dangers of drug abuse in the workplace;
b. The grantee's policy of maintaining a drug-free workplace;
c. Any available drug counseling, rehabilitation, and employee assistance programs; and
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. 4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
   a. (a) Abide by the terms of the statement; and
   b. (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted –
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
7. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Additional Instructions for Drug-Free Workplace Certification

1 By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2 The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD,

in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3 Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

4 Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).

5 If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).

6 The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

East Main Place, Inc. 1100 East Main, Norman, OK 73071

Place of Performance (Street address, city, county, state, zip code)
Check ____ if there are workplaces on file that are not identified here.
The certification with regard to the drug-free workplace is required by 24 CFR part 24, subpart F.

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of sub recipients or subcontractors in covered workplaces).

Virginia Pierson Executive Director
Authorized Signature & Official Title

6/11/12
Date

ODOC-7
ESG 2012

ODOC 8 – Anti-Lobbying Certification

Certification for
EMERGENCY SOLUTIONS GRANT PROGRAM (ESG)

I, Cindy S. Rosenthal, , Mayor
(Signature of Authorized Representative (title)

of the City of Norman, certify that the organization will comply with the
(name of organization)

following:

Anti-Lobbying --To the best of the local government's or nonprofit's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraphs 1 and 2 of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Additional Instructions for Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Cindy S. Rosenthal, Mayor — May 22, 2012
Authorized Signature & Official Title — Date

ODOC-8
ESG 2012

ODOC 8 – Anti-Lobbying Certification

Certification for
EMERGENCY SOLUTIONS GRANT PROGRAM (ESG)

I, Ginny Corson, Executive Director
(Signature of Authorized Representative (title)

of East Main Place, Inc., certify that the organization will comply with the
(name of organization)

following:

Anti-Lobbying --To the best of the local government's or nonprofit's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraphs 1 and 2 of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Additional Instructions for Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Ginny Corson
Authorized Signature & Official Title

6/11/12
Date

ODOC-8
ESG 2012

ODOC 9 - Prior Projects Audit

Applicant's Name: City of Norman
(Unit of General Local Government or Community Action Agency / Nonprofit)

Audit Requirement: All audits of prior awards from ODOC must be in accordance with the ODOC Audit Policies and Procedures Manual. An audit is required if $25,000 or more was received from ODOC. The audit should be completed and the report submitted no later than twelve (12) months after the end of the contractor's fiscal year.

1. Date audit submitted to ODOC December 28, 2011
2. If not submitted, date it will be submitted _____
3. If audit has not been submitted, please explain _____

_____

_____

4. Has audit been closed by ODOC? Yes X No_____
   i.e., Has applicant received a letter from ODOC closing the audit?

If you have any questions regarding this requirement, please contact Wendi Whittier at 405/815-5304.

If your application is accepted for funding, please note that any audits due on prior contracts must be submitted in accordance with the ODOC Audit Policies and Procedures Manual. Submission of the audits will be a Release of Funds condition in the contract. Waiver of this condition will be considered only with good cause.

Clint Mercer, Chief Accountant
Print Name

Signature

May 22, 2012
Date

ODOC-9
ESG 2012

ODOC 10 - Additional Funds Documentation

The list of all sources of additional funds not included as match to be used to carry out your proposed project. *Be specific.*

Source(s) of Additional Funds:	Amount of Additional Funds
Social & Voluntary Services Commission	$8000.00
Additional Fundraising Cash	$10,000
Private Individual Cash Donations	$30,000

1.1 Total additional funds committed to the FY'12 ESG Program: $ 48,000

In the case of a tie, any additional funds listed on this form will be utilized as a tiebreaker. ***If points are awarded because of a tie, the additional funds as listed and as committed will be monitored by ODOC for compliance. Additional Funding awards must overlap the ESG funding period to be eligible.***

ODOC -10
ESG 2012

Oklahoma Department of Commerce
Office of Community Development
Emergency Solutions Grant Program
REQUEST FOR RELEASE OF FUNDS AND CERTIFICATION

Contractor Name: City of Norman, OK	Contract Number
Address: PO Box 370 Norman, OK 73070	Date of Request
Project Description (Brief): Emergency Solutions Grant 2012	

REQUIREMENTS	DOCUMENTATION	Items Included	State Use Only
Environmental Review a. Nonprofit	A. Categorically Excluded/Exempt Activity - Form 702-B & Sample 702-4 are attached. B. Categorically Excluded Activity - Form 702-B & Form 702-D, Sample 702-6 are attached.	N/A	
b. Other Than Nonprofits	A. Categorically Excluded/Exempt Activity - I hereby state Form 702-B has been completed and Sample 702-4 is attached. B. Categorically Excluded Activity - I hereby state Form 702-B has been completed and Form 702-D, Sample 702-7 are attached.	XXX	
c. If project is located in the Floodplain	Proof of Floodplain and Wetland Publication - Sample 702-3 is attached.	N/A	
d. Activities that make physical changes to buildings or sites	Property has been cleared by the Historic Preservation Office and Correspondence is attached.	N/A	
OTHER	Contract Conditions, listed in Part II of ODOC contract. Copy of signed agreement with Shelter, if applicable.	XXX	

Signature of Authorized Official: Cindy S Rosenthal

Name & Title of Authorized Official: Cindy S. Rosenthal, Mayor of the City of Norman

Date: May 22, 2012

Environmental Review Record Summary Sheet

Project Number (IDIS):	HUD Program: Emergency Solutions Program	Program Year: 2012

Project Name: City of Norman/East Main Place

Project Location (street, city, county/State, & zip code):
1100 E Main, Norman, Cleveland County, Oklahoma 73071

Number of Dwelling Units N/A	Project site is in a location described as ☐ Central city ☒ Suburban
☐ New Construction ☐ Rehabilitation	☐ Urban development ☐ Undeveloped area

Project Description (*Attach additional descriptive information, as appropriate to the project, including narrative, maps, photographs, site plans, budgets and other information.*)[1]:

Supportive services for homeless shelter, including operations, outreach, and prevention activities

The subject project has been reviewed pursuant to HUD regulations 24 CFR Part 58, "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities," and the following determination with respect to the project is made:

☐ Exempt from NEPA review requirements per 24 CFR §58.34(a) (_____) (Compliance Checklist for §58.6 is attached.)

■ Categorically Excluded NOT Subject to §58.5 authorities per 24 CFR §58.35(b) (2) (Compliance Checklist for §58.6 is attached.)

☐ Categorically Excluded SUBJECT to §58.5 authorities per 24 CFR §58.35(a) (__) (Compliance Checklist for §58.6, and Statutory Worksheet and Checklist for the §58.5 authorities are attached.)

☐ An Environmental Assessment (EA) is required to be performed. (An Environmental Assessment Worksheet and Checklist performed in accordance with subpart E of 24 CFR Part 58, Compliance Checklist for §58.6, and Statutory Worksheet and Checklist for the §58.5 authorities are attached.)

[1] Source documentation consists of verifiable source documents and/or relevant base data. Appropriate documentation must be provided for each authority and resource analyzed. Documents may be incorporated by reference into the ERR provided that each source document is identified and available for inspection by interested parties. Proprietary material and studies that are not otherwise generally available for public review shall be included in the ERR.

Categorical Exclusion Not subject to §58.5 Determination for Activities Listed at 24 CFR §58.35(b)

Grant Recipient: City of Norman Project Name: East Main Place ESG
Project Description (Include all actions which are either geographically or functionally related):
Operations and maintenance, homeless prevention and rapid rehousing activities

Location:
Funding Source: CDBG HOME **ESG** HOPWA EDI Capital Fund Operating Subsidy Hope VI Other
Estimated Funding Amount: 100,000 Grant Number:
I have reviewed and determined that the abovementioned project is a Categorically Excluded activity (not subject to §58.5) per 24 CFR §58.35(b) as follows:

☐	58.35(b).1. Tenant-based rental assistance;
☒	58.35(b) 2. Supportive services including, but not limited to, health care, housing services, permanent housing placement, day care, nutritional services, short-term payments for rent/mortgage/utility costs, and assistance in gaining access to local, State, and Federal government benefits and services;
☐	58.35(b) 3. Operating costs including maintenance, security, operation, utilities, furnishings, equipment, supplies, staff training and recruitment and other incidental costs;
☐	58.35(b) 4. Economic development activities, including but not limited to, equipment purchase, inventory financing, interest subsidy, operating expenses and similar costs not associated with construction or expansion of existing operations;
☐	58.35(b) 5. Activities to assist homebuyers to purchase existing dwelling units or dwelling units under construction, including closing costs and down payment assistance, interest buy-downs, and similar activities that result in the transfer of title.
☐	58.35(b). 6. Affordable housing pre-development costs including legal, consulting, developer and other costs related to obtaining site options, project financing, administrative costs and fees for loan commitments, zoning approvals, and other related activities which do not have a physical impact.
☐	58.35(b). 7. Approval of supplemental assistance (including insurance or guarantee) to a project previously approved under this part, if the approval is made by the same responsible entity that conducted the environmental review on the original project and re-evaluation of the environmental findings is not required under §58.47.

The responsible entity must also complete and attach the **§58.6 Compliance Checklist**. By signing below the Responsible Entity officially determines in writing that each activity or project is Categorically Excluded (not subject to §58.5) and meets the conditions specified for such exclusion under section 24 CFR §58.35(b). This document must be maintained in the ERR.

AUTHORIZED RESPONSIBLE ENTITY OFFICIAL:

Lisa D. Krieg — 6-11-12
Authorized Responsible Entity Signature — Date

LISA D. KRIEG — GRANTS PLANNER
Authorized Responsible Entity Name (printed) — Title (printed)

RE SEAL RE NAME AND ADDRESS

Compliance Checklist for 24 CFR §58.6, Other Requirements

Complete for all projects, including Exempt (§58.34), Categorically Excluded Subject to §58.5 [§58.35(a)], Categorically Excluded Not Subject to §58.5[§58.35(b)], and Projects Requiring Environmental Assessments (§58.36)

Project Name: City of Norman/ East Main Place ESG

ERR FILE # _____

1. §58.6(a) and (b) Flood Disaster Protection Act of 1973, as amended; National Flood Insurance Reform Act of 1994

a. Does the project involve new construction, major rehabilitation, minor rehabilitation, improvements, acquisition, management, new loans, loan refinancing or mortgage insurance?

☐ Yes ☒ No

If No, compliance with this section is complete.
If Yes, continue.

b. Is the project located in a FEMA identified Special Flood Hazard Area?

☐ Yes ☒ No

If No, compliance with this section is complete.
If Yes, continue.

c. Is the community participating in the National Flood Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?

☒ Yes ☐ No

If Yes, Flood Insurance under the National Flood Insurance Program must be obtained. If HUD assistance is provided as a grant, insurance must be maintained for the economic life of the project and in the amount of the total project cost (or up to the maximum allowable coverage, whichever is less). If HUD assistance is provided as a loan, insurance must be maintained for the term of the loan and in the amount of the loan (or up to maximum allowable coverage, whichever is less). A copy of the flood insurance policy declaration must be kept on file in the ERR.
If No, Federal assistance may not be used in the Special Flood Hazards Area.

Cite and attach source documentation: (Documentation should include a FEMA Flood Map showing project location in reference to flood zone designation. If flood map is not available, use best available information.)

For additional information see:
FEMA Map Service Center: http://www.store.msc.fema.gov
NFIP Community Status Book: www.fema.gov/fema/csb.shtm

EMERGENCY SOLUTIONS GRANT
SPONSOR AND SHELTER AGREEMENT

PART I - SUMMARY

Contractor City of Norman

Sub-Contractor
Emergency Shelter Name: East Main Place, Inc.,

Contract 2012 Emergency Solutions Grant Program

Amount ($ 100,000.00)

Funding Period October 1, 2012 to September 30, 2013

Project Description: Provide funds for costs of Operations, Homeless Prevention and Rapid Re-Housing activities

PART II - GENERAL TERMS AND CONDITIONS

DEFINITION(S)

CONTRACTOR
Cities, towns, counties or Community Action Agencies who are direct recipients of Emergency Solutions Grant (ESG) funds, and have agreed to be responsible for the oversight of the proposed ESG project.

SUBCONTRACTOR
Any shelter that indirectly receives Emergency Solutions Grant (ESG) funds through a Unit of Local Government, or Community Action Agency, and is responsible for the implementation of the proposed ESG project.

1. a. **Subcontractor** will provide the necessary personnel, facilities, supplies, equipment, and/or related resources and skills to accomplish the program described in Part III in accordance with the terms and conditions of this contract. All of the work and services required should be performed by **Subcontractor** or a **Subcontractor** fully qualified and authorized under state and local law to perform such work and services.

   b. None of the work and services covered by this contract may be contracted to a third party without prior written approval of the City of Norman (contractor).

c. In no event will **Subcontractor** incur any obligation on the part of the City of Norman.
(contractor)

2. The City of Norman will provide funding for the program up to the
(contractor)
total amount subcontracted by East Main Place, Inc.. which is the
(subcontractor)
maximum amount of $100,000.00 will pay for this subcontract.
(ESG award amount)

3. **Compensation to Contractor**

The City of Norman will reimburse **Subcontractor** on the basis of itemized
(contractor)
statements submitted in accordance with the budget attached hereto as **Attachment "A".** All claims for reimbursement must be accompanied by documentation of pledged in-kind for this project.

4. **Records, Reports and Documentation**

a. **Contractor** shall maintain records and accounts including property, personnel, and financial records that properly document and account for all project funds.

b. **Subcontractor** shall document and report match funds in conjunction with funds provided by the Oklahoma Department of Commerce on the monthly expenditure report. Expenditures of (ESG & Match) must be in proportionate amounts monthly.

c. **Contractor** shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this contract for at least three (3) years from the ending date of this contract.

5. **Procurement**

Procurement of all goods and services under this contract shall be carried out in compliance with procedures described in the ESG implementation Manual, Policy 705, Procurement Requirements.

6. **Hold Harmless**

Subcontractor shall, within limitations placed on such entities by state law, save harmless the State of Oklahoma and the City of Norman (contractor), their agents, officers and employees from all claims and actions, and all expenses defending same, that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by **Subcontractor**. **Subcontractor**

shall, within limitations placed on such entities by state law, save harmless the State of Oklahoma and the City of Norman (contractor), their agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark, copyright, or from any claim or amounts arising or recovered under Workers' Compensation Law or any other law.

7. **Modification**

   a. This contract is subject to such modification as may be required by federal or state law or regulations.

   b. Except as otherwise provided in this contract, the work and services to be performed and the total contract amount may be modified only upon written agreement of the duly authorized representatives of the parties.

8. **Termination OR Suspension**

   This contract may be terminated or suspended in whole or in part at any time by written agreement of the parties.

PART III - SPECIFIC TERMS AND CONDITIONS

1. The **Subcontractor** shall provide assistance to the homeless in compliance with 24 CFR, Part 576.
2. Actual emergency shelter activities and services to be provided are as specified in **Attachment "B"** to this document.
3. The **Subcontractor** assures that no assisted renovation, rehabilitation, or conversion activities will affect historic properties, flood plains, endangered species or prime farmland.
4. **Subcontractor** specifically certifies and assures that it will comply with applicable terms of the following statutes, regulations and executive orders:

Non-Discrimination and Equal Opportunity

Title VI of the Civil Rights Act of 1964, 42 USC 2000d, (et. seq.), which prohibits discrimination on the basis of race, color or national origin under any program receiving Federal funds. HUD regulations are at 24 CFR Part 1.

1. The requirements of the Fair Housing Act (42 USC 3601-19) and implementing regulations at 24 CFR Part 100.
2. Executive Order 11063 (1962) as amended by Executive Order 12259 (1981), which requires equal opportunity in housing. HUD regulations are at 24 CFR Part 107.
3. 42 USC 5309, which prohibits discrimination on the basis of race, color, national origin or sex in connection with funds made available pursuant to the Act. Section 109 also prohibits discrimination on the basis of age and disability as provided in:

a. Age Discrimination Act of 1975 (42 USC 6101-07) and implementing regulations at 24 CFR Part 146.
b. Section 504 of Rehabilitation Act of 1973 (29 USC 794) and implementing regulations at 24 CFR Part 8. For the purposes of the Emergency Solutions Grants Program, the term "dwelling units" in 24 CFR Part 8 shall include sleeping accommodations.

4. Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), which requires that, to the greatest extent feasible, opportunities for training and employment be provided to lower-income persons in the project area that contracts for work in connection with the project be awarded to businesses in, or owned in substantial part by, residents of the project area. Regulations are at 24 CFR Part 135.
5. Executive Order 11246 (1965), which prohibits discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action in connection with Federally assisted construction contracts. Regulations are at 24 CFR Part 130 and 41 CFR Part 60-1.
6. Executive Orders 11625, 12432 and 12138 requiring efforts to encourage the use of minority and women's business enterprises in connection with activities funded by this subcontract.
7. 42 USC 11375, which requires that, to the maximum extent practicable, **Contractor** shall involve homeless individuals and families in the construction, renovation, maintenance and operation of the facilities assisted under the ESG Program and in the provision of services for occupants of these facilities.

Affirmatively Furthering Fair Housing

Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funding recipients. Sub grantees will have a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act. Protected classes include race, color, national origin, religion, sex, disability, and familial status.

Drug-Free Workplace

The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21 apply to HPRP. The sub grantee must have and follow policies stating that it is unlawful for employees distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(a) Establishing an ongoing drug-free awareness program to inform employees about:
(b) The dangers of drug abuse in the workplace;
(c) The grantee's policy of maintaining a drug-free workplace;
(d) Any available drug counseling, rehabilitation, and employee assistance programs; and
(e) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Discharge Policy

The sub grantee must have an established policy for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons.

Lead-Based Paint

Title IV of the Lead-Based Paint Poisoning Prevention Act (42 USC 4831, et. seq.) which prohibits the use of lead-based paint in residences for which Federal assistance is provided. Regulations found at 24 CFR Part 35.

EXECUTED BY:
Subcontractor (Emergency Shelter)

East Main Place, Inc.

Signature

Ginny Corson, Executive Director
Name Title

May 23, 2012
Date

EXECUTED BY:
Name of Contractor (Sponsor)

City of Norman

Signature

Cindy S. Rosenthal, Mayor
Name Title

May 23, 2012
Date

(Please review pages 40- 41 before filling out this report)

Applicant/Recipient Disclosure/Update Report	U.S. Department of Housing and Urban Development	OMB Approval No 2510-0011

Instructions. (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

Applicant/Recipient Information **Indicate whether this is an Initial Report** ■ **or an update report** ☐

1. Applicant/Recipient Name, Address, and Phone (include area code): City of Norman/East Main Place, Inc.	2. Social Security Number or Employer ID Number: 73-6005350
3. HUD Program Name Emergency Solutions Grant	4. Amount of HUD Assistance Requested /Received $100,000

4. State the name and location (street address, City and State) of the project or activity:
201 W. Gray, Norman OK 73069; 1100 E. Main, Norman, OK 73071

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3).

■ Yes ☐ No

2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of $200,000 during the fiscal year (Oct.1-Sep.30)? For further information

☐ Yes ■ No

If you answered, "No" to either question 1 or 2, Stop! You do not need to complete the remainder of this form. ***However***, you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.
Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds
(**Note:** Use additional pages as necessary.)			

Part III Interested Parties. You must disclose:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity, and
2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds $50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity ($ and %)
(**Note**: Use Additional pages if necessary.)			

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed $10,000 for each violation.

I certify that this information is true and complete.

Signature: X Cindy S Rosenthal

Date: (mm/dd/yyyy) May 22, 2012

(Please review pages 40- 41 before filling out this report)

Applicant/Recipient Disclosure/Update Report	U.S. Department of Housing and Urban Development	OMB Approval No 2510-0011

Instructions. (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

Applicant/Recipient Information **Indicate whether this is an Initial Report** ■ **or an update report** ☐

1. Applicant/Recipient Name, Address, and Phone (include area code): City of Norman/East Main Place, Inc.	2. Social Security Number or Employer ID Number: 73-6005350
3. HUD Program Name Emergency Solutions Grant	4. Amount of HUD Assistance Requested /Received $100,000

4. State the name and location (street address, City and State) of the project or activity:
201 W. Gray, Norman OK 73069; 1100 E. Main, Norman, OK 73071

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3).

■ Yes ☐ No

2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of $200,000 during the fiscal year (Oct.1-Sep.30)? For further information

☐ Yes ■ No

If you answered, "No" to either question 1 or 2, Stop! You do not need to complete the remainder of this form. ***However***, you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.
Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds
(**Note:** Use additional pages as necessary.)			

Part III Interested Parties. You must disclose:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity, and
2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds $50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity ($ and %)
(**Note:** Use Additional pages if necessary.)			

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed $10,000 for each violation.

I certify that this information is true and complete.

Signature: X Virginia C Gibson

Date: (mm/dd/yyyy) May 22, 2012

(REFER TO PAGE SIX UNDER TIER 1 AND TIER 2 FOR SPENDING DESCRIPTIONS)

City of Norman –
East Main Place

Emergency Solutions Grant Program (ESG)

FY'12 Project Budget Summary

COST CATEGORY	For Fiscal Use Only	ESG Requested Funds	Match Funds 555830	Project Total
Tier I: 40% of Grant Funds awarded must be spent on Prevention and/or Rapid Rehousing Services				
Tier II: 60% of Grant Funds awarded may be spent on Prevention and/or Rapid Re-Housing Services				
Administration (3.75%)		$3,750		$3,750
HMIS				
Emergency Shelter:				
Utilities				
Operations		$30,000	$80,000	$110,000
Essential Services		$18,125	$20,000	$38,125
RA Assistance				
Total Emergency Shelter		$48,125		$148,125
Total Street Outreach – Essential Services		$0		$0
Rapid Re-Housing Services				
Housing Relocation and Stabilization Services		$38,125		$38,125
Tenant-Based Rental Assistance				
Project-Based Rental Assistance				
Total Rapid ReHousing		$38,125		$38,125
Homelessness Prevention Services:				
Housing Relocation and Stabilization Services		$10,000		$10,000
Tenant-Based Rental Assistance				
Project-Based Rental Assistance				
Total Preventive Services		$10,000		$10,000
	TOTAL	$100,000	$100,000	$200,000

Cindy Rosenfield

Signature of Authorized Official

June 11, 2012
Date

ODOC 11
ESG 2012

BUDGET NARRATIVE: For each budget category, provide a line item detail and narrative explanation of how funds will be utilized:

Administration- $3750.00 will be spent to off-set director's salary for the staff costs associated with direct administration of ESG program funds.

Rehabilitation/Renovation-

Shelter Operation and Services-$48,125.00 will be spent to pay for shelter operations and services. Line items will include: Insurance $15,000.00, the second greatest expense that EMP has monthly are insurance premiums. Utilities-$10,000.00, are the third largest expense to the program, averaging $35,000 per year. We intend to hire a new half time case manager $18,125.00, to assist with the increase in services. We believe this will greatly improve the outcome that a family or individual will achieve housing stability. Transportation $1500.00, will provide reimbursement for staff transportation in assisting clients and we will also purchase additional Metro-CART passes for immediate participant service. Direct client services $3500.00 these funds will assist clients with limited medical costs and non-narcotic prescription medications for physical and mental health consumers. All too often clients have to wait too long to receive this much needed assistance. Although the assistance will be temporary, the program can assist immediately.

Street Outreach-

Rapid Re-Housing Services-$38,125.00 will be spent on rapid re-housing services. As we assist people through the EMP program and as their stability increases we can now assist those families with start-up costs such as rental deposits, utility deposits, first and last months' rent.

Homelessness Prevention-$10,000.00 will be spent for homeless prevention services short term assistance with rent and utilities. The Cleveland County CoC has now implemented the CSI and all prevention service referrals will be provided through FSFF. This new system and point of entry for prevention assistance will greatly reduce if not totally eliminate duplication in services.

HMIS

The City of
NORMAN

201 West Gray • P.O. Box 370
Norman, Oklahoma • 73070

REVITALIZATION DIVISION
Phone: 405-366-5332

May 25, 2012

Oklahoma Department of Commerce
Office of Community Development
900 N. Stiles
Oklahoma City, OK 73126

Attn: Human Development Team

East Main Place, Inc. a local non-profit organization located in Norman, Oklahoma has been an active participant on the Cleveland County Continuum of Care Advisory Committee not only in the current year but since the inception of the Continuum. In fact it was the collaborative community effort utilized in the development of EMP almost twenty years ago that caused the formation of the Homeless Here Coalition which was later expanded to form the basis of the Cleveland County Continuum of Care. Ginny Corson is the Executive Director for EMP and serves in leadership positions in the Continuum. Presently Ginny and the case managers are serving on the Housing Committee and the Public Relations Committee. Ginny has been very involved this year with the Continuum in the program design of the Central System for Intake.

It has been my pleasure to have had the assistance and support provided by East Main Place throughout the past year and am very pleased with the new leadership that Ginny has provided.

Sincerely,

Lisa D. Krieg
Grants Planner/Staff Support
Cleveland County Continuum of Care

City of Norman, OK

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

Master

File Number: K-1213-142

File ID:	K-1213-142	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 23	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**	$100,000.00	**File Created:**	01/03/2013
File Name:	K-1213-142 ESG for East Main Place			**Final Action:**	

Title: CONTRACT NO. K-1213-142: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND EAST MAIN PLACE, INC., IN THE AMOUNT OF $100,000 FOR THE EMERGENCY SOLUTIONS GRANT PROGRAM TO BE USED FOR HOMELESS PREVENTION AND/OR HOUSING RELOCATION AND STABILIZATION.

Notes: ACTION NEEDED: Motion to approve or reject Contract No. K-1213-142 with East Main Place, Inc., in the amount of $100,000; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Agenda Date: 01/22/2013

Agenda Number: 23

Attachments: Text File East Main Place, List of Agency Contracts, K-1213-142, PR East Main Place

Project Manager: Linda Price, Revitalization Manager

Entered by: linda.price@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-142

Body

BACKGROUND: On May 22, 2012 City Council authorized the submittal of an Emergency Solutions Grant for East Main Place, Inc. As noted in the previous agenda item, the Oklahoma Department of Commerce (ODOC) awarded a $100,000 grant to the City of Norman for East Main Place, Inc. to be used for costs of operation, homeless prevention, and rapid re-housing activities. Contract K-1213-142 between the City of Norman and East Main Place, Inc. formalizes that funding pass through.

DISCUSSION: Each application for funding was required to show a dollar-for-dollar match equivalent to

funding. East Main Place, Inc. will be matching the Emergency Solutions Grant funding with $80,000 in operations of the emergency shelter and $20,000 in essential services related to the emergency shelter. The required match funds are from the operating budget of East Main Place and expenditures will be documented as they occur. If approved, funding will be available to initiate the activities outlined in the application.

RECOMMENDATION: Staff recommends approval of contract K-1213-142 between the City of Norman and East Main Place, Inc. for the Emergency Solutions Grant in the amount of $100,000.

		Contract Amount	50% of funds provided by agency for project	Total Project Cost
K1213-139	ODOC 15381 - City of Norman	$ 50,000.00	$ -	
K1213-140	City of Norman - Food and Shelter, Shelter Agreement	$ 50,000.00	$ 50,000.00	$ 100,000.00
K1213-141	ODOC 15383 - City of Norman	$ 100,000.00	$ -	
K1213-142	City of Norman- East Main Place, Shelter Agreement	$ 100,000.00	$ 100,000.00	$ 200,000.00
K1213-143	ODOC 15380 - City of Norman	$ 100,000.00	$ -	
K1213-144	City of Norman - Women's Resource Center, Shelter Agreement	$ 100,000.00	$ 100,000.00	$ 200,000.00
K1213-145	ODOC 15382 - City of Norman	$ 100,000.00	$ -	
K1213-146	City of Norman - The Salvation Army, Shelter Agreement	$ 100,000.00	$ 100,000.00	$ 200,000.00
K1213-147	ODOC 15384 - City of Norman	$ 100,000.00	$ -	
K1213-148	City of Norman - Thunderbird Clubhouse, Shelter Agreeement	$ 100,000.00	$ 100,000.00	$ 200,000.00

EMERGENCY SOLUTIONS GRANT
SPONSOR AND SHELTER AGREEMENT

PART I - SUMMARY

Contractor City of Norman

Sub-Contractor
Emergency Shelter Name: East Main Place, Inc..

Contract 2012 Emergency Solutions Grant Program

Amount ($ 100,000.00)

Funding Period October 1, 2012 to September 30, 2013

Project Description: Provide funds for costs of Operations, Homeless Prevention and Rapid Re-Housing activities

PART II - GENERAL TERMS AND CONDITIONS

DEFINITION(S)

CONTRACTOR
Cities, towns, counties or Community Action Agencies who are direct recipients of Emergency Solutions Grant (ESG) funds, and have agreed to be responsible for the oversight of the proposed ESG project.

SUBCONTRACTOR
Any shelter that indirectly receives Emergency Solutions Grant (ESG) funds through a Unit of Local Government, or Community Action Agency, and is responsible for the implementation of the proposed ESG project.

1. a. **Subcontractor** will provide the necessary personnel, facilities, supplies, equipment, and/or related resources and skills to accomplish the program described in Part III in accordance with the terms and conditions of this contract. All of the work and services required should be performed by **Subcontractor** or a **Subcontractor** fully qualified and authorized under state and local law to perform such work and services.

   b. None of the work and services covered by this contract may be contracted to a third party without prior written approval of the City of Norman (contractor).

c. In no event will **Subcontractor** incur any obligation on the part of the City of Norman.
(contractor)

2. The City of Norman will provide funding for the program up to the
(contractor)
total amount subcontracted by East Main Place, Inc.. which is the
(subcontractor)
maximum amount of $100,000.00 will pay for this subcontract.
(ESG award amount)

3. **Compensation to Contractor**

The City of Norman will reimburse **Subcontractor** on the basis of itemized
(contractor)
statements submitted in accordance with the budget attached hereto as **Attachment "A".** All claims for reimbursement must be accompanied by documentation of pledged in-kind for this project.

4. **Records, Reports and Documentation**

a. **Contractor** shall maintain records and accounts including property, personnel, and financial records that properly document and account for all project funds.

b. **Subcontractor** shall document and report match funds in conjunction with funds provided by the Oklahoma Department of Commerce on the monthly expenditure report. Expenditures of (ESG & Match) must be in proportionate amounts monthly.

c. **Contractor** shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this contract for at least three (3) years from the ending date of this contract.

5. **Procurement**

Procurement of all goods and services under this contract shall be carried out in compliance with procedures described in the ESG implementation Manual, Policy 705, Procurement Requirements.

6. **Hold Harmless**

Subcontractor shall, within limitations placed on such entities by state law, save harmless the State of Oklahoma and the City of Norman (contractor), their agents, officers and employees from all claims and actions, and all expenses defending same, that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by **Subcontractor**. **Subcontractor**

shall, within limitations placed on such entities by state law, save harmless the State of Oklahoma and the City of Norman (contractor), their agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark, copyright, or from any claim or amounts arising or recovered under Workers' Compensation Law or any other law.

7. Modification

a. This contract is subject to such modification as may be required by federal or state law or regulations.

b. Except as otherwise provided in this contract, the work and services to be performed and the total contract amount may be modified only upon written agreement of the duly authorized representatives of the parties.

8. Termination OR Suspension

This contract may be terminated or suspended in whole or in part at any time by written agreement of the parties.

PART III - SPECIFIC TERMS AND CONDITIONS

1. The **Subcontractor** shall provide assistance to the homeless in compliance with 24 CFR, Part 576.
2. Actual emergency shelter activities and services to be provided are as specified in **Attachment "B"** to this document.
3. The **Subcontractor** assures that no assisted renovation, rehabilitation, or conversion activities will affect historic properties, flood plains, endangered species or prime farmland.
4. **Subcontractor** specifically certifies and assures that it will comply with applicable terms of the following statutes, regulations and executive orders:

Non-Discrimination and Equal Opportunity

Title VI of the Civil Rights Act of 1964, 42 USC 2000d, (et. seq.), which prohibits discrimination on the basis of race, color or national origin under any program receiving Federal funds. HUD regulations are at 24 CFR Part 1.

1. The requirements of the Fair Housing Act (42 USC 3601-19) and implementing regulations at 24 CFR Part 100.
2. Executive Order 11063 (1962) as amended by Executive Order 12259 (1981), which requires equal opportunity in housing. HUD regulations are at 24 CFR Part 107.
3. 42 USC 5309, which prohibits discrimination on the basis of race, color, national origin or sex in connection with funds made available pursuant to the Act. Section 109 also prohibits discrimination on the basis of age and disability as provided in:

a. Age Discrimination Act of 1975 (42 USC 6101-07) and implementing regulations at 24 CFR Part 146.
b. Section 504 of Rehabilitation Act of 1973 (29 USC 794) and implementing regulations at 24 CFR Part 8. For the purposes of the Emergency Solutions Grants Program, the term "dwelling units" in 24 CFR Part 8 shall include sleeping accommodations.

4. Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), which requires that, to the greatest extent feasible, opportunities for training and employment be provided to lower-income persons in the project area that contracts for work in connection with the project be awarded to businesses in, or owned in substantial part by, residents of the project area. Regulations are at 24 CFR Part 135.
5. Executive Order 11246 (1965), which prohibits discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action in connection with Federally assisted construction contracts. Regulations are at 24 CFR Part 130 and 41 CFR Part 60-1.
6. Executive Orders 11625, 12432 and 12138 requiring efforts to encourage the use of minority and women's business enterprises in connection with activities funded by this subcontract.
7. 42 USC 11375, which requires that, to the maximum extent practicable, **Contractor** shall involve homeless individuals and families in the construction, renovation, maintenance and operation of the facilities assisted under the ESG Program and in the provision of services for occupants of these facilities.

Affirmatively Furthering Fair Housing

Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funding recipients. Sub grantees will have a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act. Protected classes include race, color, national origin, religion, sex, disability, and familial status.

Drug-Free Workplace

The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21 apply to HPRP. The sub grantee must have and follow policies stating that it is unlawful for employees distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(a) Establishing an ongoing drug-free awareness program to inform employees about:
(b) The dangers of drug abuse in the workplace;
(c) The grantee's policy of maintaining a drug-free workplace;
(d) Any available drug counseling, rehabilitation, and employee assistance programs; and
(e) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Discharge Policy

The sub grantee must have an established policy for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons.

Lead-Based Paint

Title IV of the Lead-Based Paint Poisoning Prevention Act (42 USC 4831, et. seq.) which prohibits the use of lead-based paint in residences for which Federal assistance is provided. Regulations found at 24 CFR Part 35.

EXECUTED BY:
Subcontractor (Emergency Shelter)

East Main Place, Inc..

Signature

Ginny Corson, Executive Director
Name Title

January 2, 2013
Date

EXECUTED BY:
Name of Contractor (Sponsor)

City of Norman

Signature

Cindy S. Rosenthal, Mayor
Name Title

January 22, 2013
Date

ATTEST:

City Clerk

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY _____ DATE 1/14/13

(REFER TO PAGE SIX UNDER TIER 1 AND TIER 2 FOR SPENDING DESCRIPTIONS)

Contract No. K-1213-142

City of Norman – East Main Place

Emergency Solutions Grant Program (ESG)

FY'12 Project Budget Summary

COST CATEGORY	For Fiscal Use Only	ESG Requested Funds	Match Funds 555830	Project Total
Tier I: 40% of Grant Funds awarded must be spent on Prevention and/or Rapid Rehousing Services **Tier II: 60% of Grant Funds awarded may be spent on Prevention and/or Rapid Re-Housing Services**				
Administration (3.75%)		$3,750		$3,750
HMIS				
Emergency Shelter:				
Utilities				
Operations		$30,000	$80,000	$110,000
Essential Services		$18,125	$20,000	$38,125
RA Assistance				
Total Emergency Shelter		$48,125	$100,000	148,125
Total Street Outreach – Essential Services				
Rapid Re-Housing Services				
Housing Relocation and Stabilization Services		$38,125		$38,125
Tenant-Based Rental Assistance				
Project-Based Rental Assistance				
Total Rapid ReHousing		$38,125		$38,125
Homelessness Prevention Services:				
Housing Relocation and Stabilization Services		$10,000		$10,000
Tenant-Based Rental Assistance				
Project-Based Rental Assistance				
Total Preventive Services		$10,000		$10,000
	TOTAL	$100,000	$100,000	$200,000

Signature of Authorized Official

June 11, 2012
Date

PURCHASE REQUISITION NBR: 0000211732

STATUS: PRE-AUDIT APPROVAL

REQUISITION BY: JMCCART

REASON: ESG GRANT

DATE: 1/07/13

SHIP TO LOCATION: COMMUNITY DEVELOPMENT

SUGGESTED VENDOR: 3410 EAST MAIN PLACE

DELIVER BY DATE: 1/07/13

1	ESG GRANT COMMODITY: GRANTS SUBCOMMOD: CDBG	100000.00	DOL	1.0000	100000.00

REQUISITION TOTAL: 100000.00

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	02140014634776	Miscellaneous Services East Main Place		100.00	100000.00
					100000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

K-1213-142

City of Norman, OK

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

Master

File Number: K-1213-143

File ID:	K-1213-143	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 24	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**	$100,000.00	**File Created:**	01/03/2013
File Name:	K-1213-143 ESG Contract with ODOC for Women's Resource Center			**Final Action:**	

Title: CONTRACT NO. K-1213-143: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF COMMERCE ACCEPTING AN EMERGENCY SOLUTIONS GRANT IN THE AMOUNT OF $100,000 TO BE USED BY THE WOMEN'S RESOURCE CENTER, INC., FOR HOUSING RELOCATION AND STABILIZATION SERVICES FOR THE HOMELESS AND FAMILIES SEEKING ASSISTANCE AND BUDGET APPROPRIATION.

Notes: ACTION NEEDED: Motion to approve or reject Contract No. K-1213-143 with the Oklahoma Department of Commerce accepting an Emergency Solutions grant in the amount of $100,000 to be used by the Women's Resource Center, Inc.; and, if approved, authorize the execution thereof and appropriate $100,000 from Other Revenue/Emergency Shelter Grant (021-0000-331.13-19) to Miscellaneous Services/WRC (021-4001-463.47-75).

ACTION TAKEN: _____

Agenda Date: 01/22/2013

Agenda Number: 24

Attachments: Text File ODOC WRC, List of Agency Contracts, ODOC Grant WRC, K-1213-143

Project Manager: Linda Price, Revitalization Manager

Entered by: linda.price@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-143

Body

Background: Beginning in 1987 the City of Norman sponsored local homeless agencies for funding from the U.S. Department of Housing and Urban Development (HUD) that was provided to the Oklahoma Department of

Commerce (ODOC) for distribution. It is a requirement of ODOC that Emergency Solutions Grant (ESG) Program applications are sponsored by a unit of local government. Each application submitted by a unit of local government, designates a homeless service provider that will receive the pass thru funding for the designated activities. On May 3, 2012 ODOC announced Requests for Applications (RFA) for Funding for the ESG. The RFA's were for 2012 funds.

The 2012 allocation of funding was $1,604,890 statewide. The process to secure the funds was done through a statewide competition with scoring done by ODOC. There were two tiers of funding available per application depending on the services that were applied for, with each tier having the amount of $50,000 each with a maximum award of $100,000 per agency. Applications for these funds were due at ODOC on June 15, 2012. Funding was expected to be available from approximately October 1, 2012 through September 30, 2013. The contract period will be October 1, 2012 through September 30, 2013, although the contracts are just now available to approve. Eligible expenditures from October 1, 2012 will be able to be reimbursed by the grant. All ESG expenditures by the homeless service agency are on a reimbursement basis from the City of Norman who is then reimbursed by ODOC.

Eligible Components for 2012 Allocation

General Administration Activities - 3.75% max

Street Outreach - Subject to the expenditure limits, ESG funds may be used for costs of providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent, non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility.

Emergency Shelter Operations - Subject to the expenditure limit in § 576.100(b), ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters, renovating buildings to be used as emergency shelter for homeless families and individuals, and operating emergency shelters.

Homeless Prevention - ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the "homeless" definition in § 576.2.

Rapid Rehousing Assistance - ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing.

On May 22, 2012 City Council authorized the submittal of five applications to ODOC for the Emergency Solutions Grant for five agencies including the Women's Resource Center. All of the applications were prepared by the agencies in consultation with the Continuum of Care and City of Norman staff. Distribution of funding to a nonprofit is permitted only when the unit of general local government, in which the assisted project is to be located, certifies that it approves the proposed project. This certification was submitted to ODOC with the application.

Discussion: The application submitted by the City of Norman for the Women's Resource Center requested $100,000 and was awarded $100,000. The $100,000 is to be used for costs of operation, homeless prevention and rapid re-housing activities.

RECOMMENDATION: Staff recommends approval of Contract No. K-1213-143 between the Oklahoma Department of Commerce and the City of Norman for the Emergency Solutions Grant in the amount of $100,000; and approval to appropriate $100,000 from fund balance account number 021-0000-253.20-00 into expenditure account number 021-4001-463.47-75 (Women's Resource Center).

		Contract Amount	50% of funds provided by agency for project	Total Project Cost
K1213-139	ODOC 15381 - City of Norman	$ 50,000.00	$ -	
K1213-140	City of Norman - Food and Shelter, Shelter Agreement	$ 50,000.00	$ 50,000.00	$ 100,000.00
K1213-141	ODOC 15383 - City of Norman	$ 100,000.00	$ -	
K1213-142	City of Norman- East Main Place, Shelter Agreement	$ 100,000.00	$ 100,000.00	$ 200,000.00
K1213-143	ODOC 15380 - City of Norman	$ 100,000.00	$ -	
K1213-144	City of Norman - Women's Resource Center, Shelter Agreement	$ 100,000.00	$ 100,000.00	$ 200,000.00
K1213-145	ODOC 15382 - City of Norman	$ 100,000.00	$ -	
K1213-146	City of Norman - The Salvation Army, Shelter Agreement	$ 100,000.00	$ 100,000.00	$ 200,000.00
K1213-147	ODOC 15384 - City of Norman	$ 100,000.00	$ -	
K1213-148	City of Norman - Thunderbird Clubhouse, Shelter Agreeement	$ 100,000.00	$ 100,000.00	$ 200,000.00

FEI #: 736005350

CONTRACT -
PART I
SUMMARY AND SIGNATURES

Contracting Agency:	Oklahoma Department of Commerce State of Oklahoma (ODOC)
Contractor:	City of Norman
Contract Title:	
Contract Number:	15380 ESG 12
Federal Amount:	$100,000.00
Match Amount:	$100,000.00
Contract Amount:	$200,000.00
Source:	U.S. Department of Housing and Urban Development (HUD). Catalog of Federal Domestic Assistance (CFDA) Number 14.231
Funding Period:	October 1, 2012 through September 30, 2013

Submit Requisitions to:
Community Development
Oklahoma Department of Commerce

900 North Stiles
Oklahoma City, OK 73104-3234

Issue Payment To:
City of Norman
PO Box 370
Norman, OK 73070

AGREEMENT COMPONENTS:

Part I - Summary and Signatures

Certification Regarding Lobbying
PART II - GENERAL TERMS AND CONDITIONS

1. AVAILABILITY OF FUNDS

Payments pursuant to this contract are to be made only from monies made available to the Oklahoma Department of Commerce (ODOC) by the United States Department of Housing and Urban Development (HUD) for the Emergency Solutions Grant Program. Notwithstanding any other provisions, payments to Contractor by ODOC are subject to the availability of such funds to ODOC as determined by Federal and/or State action and/or law. ODOC may take any action necessary in accordance with such determination.

2. MODIFICATION (AMENDMENT)

a. This contract is subject to such modification as may be required by Federal or State law or regulations. Any such modification may be done unilaterally by ODOC.

b. Any modifications to the contract and budget attached hereto and made a part hereof, other than the modifications set forth in paragraph 2(a) above, must be

approved in writing, in advance, by ODOC.

c. This contract is for a one (1) year project but, under certain circumstances and with ODOC approval, may possibly be extended.

d. A waiver by ODOC of any provision of this contract must be in writing and signed by the Director of ODOC or his designee.

3. ODOC

ODOC will provide funding for the project up to the total contract amount.

4. CONTRACTOR

a. The Contractor agrees to perform those duties, obligations and representations contained in its application and to be bound by the provisions of its application and all amendments thereto, which were submitted to and accepted by ODOC in contemplation of this contract, said application being incorporated herein and made a part hereof by reference. Any conflict between said application and the provisions of this contract shall be controlled by Part II of this contract.

b. In no event will any subcontractor incur obligation on the part of ODOC.

c. The Contractor is responsible for ensuring that the respective recipients of the funds provided in this contract carry out their programs in compliance with the requirements of 24 CFR, Part 576, of the Federal Register.

d. The Contractor will avoid involuntarily displacing lower-income persons. If such displacement is unavoidable, the Contractor shall take action to mitigate any adverse effects on these persons.

5. EMPLOYEE BENEFITS

Contractor has full responsibility for payment of Workers' Compensation insurance, unemployment insurance, social security, State and federal income tax, and any other deductions required by law for its employees.

6. CERTIFICATIONS BY CONTRACTOR

a. Contractor expressly agrees to be solely responsible to ensure that the use of monies received under this contract complies with all federal, State and local statutes, regulations and other legal authority, all as modified from time to time, that affect the use of said monies.

b. Contractor specifically certifies and assures that it will comply with applicable terms of the following statutes, regulations and executive orders:

(1) Non-Discrimination and Equal Opportunity

(a) Title VI of the Civil Rights Act of 1964 (42 USC §§2000d, et seq.), which prohibits discrimination on the basis of race, color or national origin under any program receiving federal funds. HUD regulations are at 24 CFR Part 1.

(b) The requirements of the Fair Housing Act (42 USC §§3601-19) and implementing regulations at 24 CFR Part 100.

(c) Executive Order 11063 (1962) as amended by Executive Order 12259 (1981), which requires equal opportunity in housing. HUD regulations are at 24 CFR Part 107.

(d) 42 USC §5309, which prohibits discrimination on the basis of race, color, familial status, national origin or sex in connection with funds made available pursuant to the Act. This section also prohibits discrimination on the basis of age and disability as provided in:

[1] Age Discrimination Act of 1975 (42 USC §§6101-07) and implementing regulations at 24 CFR Part 146.

[2] Section 504 of Rehabilitation Act of 1973 (29 USC §794) and implementing regulations at 24 CFR Part 8. For the purposes of the Emergency Solutions Grants Program, the term "dwelling units" in 24 CFR Part 8 shall include sleeping accommodations.

(e) Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), which requires that, to the greatest extent feasible, opportunities for training and employment be provided to lower-income persons in the project area and that contracts for work in connection with the project be awarded to businesses in, or owned in substantial part by, residents of the project area. Regulations are at 24 CFR Part 135.

(f) Executive Order 11246 (1965), which prohibits discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action in connection with federally assisted construction contracts. Regulations are at 24 CFR Part 130 and 41 CFR Part 60-1.

(g) Executive Orders 11625, 12432 and 12138 requiring efforts to encourage the use of minority and women's business enterprises in connection with activities funded by this contract.

(h) 42 USC 11375(c)(7), which requires that, to the maximum extent practicable, Contractor shall involve homeless individuals and families in the construction, renovation, maintenance and operation of the facilities assisted under the ESG

Program and in the provision of services for occupants of these facilities.

c. The Contractor shall require the shelter to certify and make known that use of the facilities and services are available to all on a nondiscriminatory basis. Where the procedures a shelter intends to utilize to make known the availability of such facilities and services are unlikely to reach persons with disabilities or persons of any particular race, color, religion, sex, age, familial status, national origin or disability within their service area who may qualify for them, the shelter must establish additional procedures that will ensure these persons are made aware of the facilities and services. Shelters must also adopt and implement procedures designed to make available to interested persons information concerning the existence and location of services and facilities that are accessible to persons with a disability. (24 CFR Part 576.79(a)(6).

d. Drug-Free Workplace

(1) The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21 apply to the Emergency Solutions Program. The sub grantee must have and follow policies stating that it is unlawful for employees distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an ongoing drug-free awareness program to inform employees about:

(a) The dangers of drug abuse in the workplace;

(b) The grantee's policy of maintaining a drug-free workplace;

(c) Any available drug counseling, rehabilitation, and employee assistance programs; and

(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

e. Affirmatively Furthering Fair Housing

(1) Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funding recipients. Sub grantees will have a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act. Protected classes include race, color, national origin, religion, sex, disability, and familial status.

f. Discharge Policy

(1) The sub grantee must have an established policy for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons.

g. The Contractor certifies that it is in compliance with 25 O.S.§1313(B).

h. The patent rights to any discovery or invention developed as part of the specific activity funded by Community Development Block Grant funds shall belong to the United States Department of Housing and Urban Development.

7. OTHER FEDERAL REQUIREMENTS (REHABILITATION ONLY)

a. No costs shall be incurred until after the Contractor has received written notice from ODOC that the Contractor has satisfied the specific requirements listed below for release of funds. The Contractor shall submit to ODOC a "Request for Release of Funds" and required supporting documentation as follows:

(1) Environmental Review: The Contractor shall complete an Environmental Review for each rehabilitation project (See Requirement 702).

(a) Finding of Exemption: With regard to the environmental requirements of NEPA and the environmental requirements of related federal authorities, it is the finding of ODOC that the activity of Administration located in 24 CFR 58.34(a)(3) is an exempt activity. Upon execution of this contract the activity of administration requires no further environmental review.

(b) Finding of Categorical Exclusion Exempt From 24 CFR 58.5: With regard to the environmental requirements of NEPA and the environmental requirements of related federal authorities, it is the finding of ODOC that the activities of Operations, Services and Prevention located in 24 CFR 58.35(b) are Categorically Excluded activities not subject to 58.5. Upon execution of this contract these activities require no further environmental review.

(c) Rehabilitation and Non-Rehabilitation Projects: If funds provided by this contract are being passed through the Contractor to another entity, an agreement between the Contractor and the other entity setting forth the terms and conditions for use of said funds must be submitted to ODOC prior to disbursement of any funds and must also be kept on file by the Contractor. Said contract must be executed and in place within 30 days of the start date of this contract.

b. Labor Standards

(1) Contract Work Hours and Safety Standards Act (40 USC

§§327, et seq.), which requires over-time compensation. Regulations are at 29 CFR Section 5.

(2) The provision of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.

c. Environment

(1) The Contractor's chief executive officer hereby assumes the status of a responsible federal official under the National Environmental Policy Act of 1969 and accepts jurisdiction of the State and federal courts for the purpose of enforcement responsibilities as such an official.

d. Acquisition and Relocation

(1) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §§4601-4655. Section 305 of Title III and Section 210 of Title II require State and local recipients to comply with real property acquisition and relocation requirements set forth in said Act. Regulations are at 49 CFR, Part 24, Subpart B.

(2) Costs arising under the URA are eligible for federal financial assistance in the same manner and to the same extent as other program or project costs (see 42 U.S.C. 4631(a)).

e. Lead-Based Paint

Title IV of the Lead-Based Paint Poisoning Prevention Act (42 USC §§4801, et seq.), which prohibits the use of lead-based paint in residences for which Federal assistance is provided. Regulations are at 24 CFR Part 35, subparts A, B, M and R shall apply to housing occupied by families receiving assistance through ESG.

f. Termination of Assistance

Section 415 of the Stewart B. McKinney Homeless Assistance Act (42 USC §11275) as amended by Section 1402(d) of the Housing and Community Development Act of 1992, which requires the Contractor to establish and comply with a formal process for the termination of assistance to any individual or family.

8. HOLD HARMLESS CLAUSE

Contractor shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers, and employees from all claims

and actions, and all expenses defending same, that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by Contractor. Contractor shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark, copyright, or from any claim or amounts arising or recovered under Workers' Compensation Law or any other law. In any agreement with any subcontractor or any agent for Contractor, Contractor will specify that such subcontractors or agents shall hold harmless the State of Oklahoma, its agents, officers, and employees, for all the hereinbefore described expenses, claims, actions, or amounts recovered.

9. POLITICAL ACTIVITY

a. All employees of the Contractor shall observe the limitations on political activities to which they may be subject under the Hatch Act (5 USC §§1501, et seq., 18 USC §595).

b. No portion of the contract funds may be used for any political activity or to further the election or defeat of any candidate for public office.

c. No portion of the contract funds may be used for lobbying activities.

d. Lobbying and Disclosure Requirements

To the best of the Contractor's knowledge and belief:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(3) It will require that the language of paragraphs 1 and 2 of this certification be included in the award documents for all subawards at all tiers (including

subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

10. NO-CONFLICT COVENANTS

a. Contractor covenants that no officers or employees of any governing board of Contractor have any interest, direct or indirect, and that none shall acquire any such interest during their tenure or for one year thereafter that would conflict with the full and complete execution of this contract. Contractor further covenants that in the performance of this contract no person having any such interest will be employed.

b. In addition to paragraph 10(a) above, Contractor shall assure that no agent, consultant or nonprofit recipient who receives funds from this contract and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or those with whom he or she has family or business ties during his or her tenure or for one year thereafter.

11. PUBLICATIONS AND OTHER MATERIALS

a. No material produced in whole or in part under this contract shall be subject to copyright in the United States or any other country. ODOC shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this contract.

b. Any publication or other material produced as a result of this contract shall include in a prominent location near the beginning the following statement:

This (type of material) was financed in whole or in part by funds from the U.S. Department of Housing and Urban Development as administered by the Oklahoma Department of Commerce.

12. CONTRACT ADMINISTRATION

a. Contractor shall comply with Treasury Circular 1075 concerning cash management of federal funds, and with ODOC requirements pursuant thereto, which are set forth in the ODOC Contractors Implementation Manual.

b. Contractor shall comply with 24 CFR Part 85 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 24 CFR Parts 50 and 576 and OMB Circular A-87, Cost Principles for State and Local Governments, except as directed otherwise in writing by

ODOC, as they relate to the application, acceptance and use of federal funds, and with ODOC requirements pursuant thereto, which are set forth in the ODOC Contractors Implementation Manual.

c. All contractual agreements between the Contractor and any primarily religious organizations receiving funds provided by this contract must include the following assurances in addition to, and not in substitution for, other provisions of this contract regarding the provisions of essential services and/or the payment of operational costs for emergency shelters pursuant to the Emergency Solutions Grants Program. The Provider:

(1) Represents that it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization; and

(2) Agrees that, in connection with such essential services and operational costs:

(a) It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

(b) It will not discriminate against any persons seeking emergency shelter and related services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

(c) It will provide no religious instructions or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of services or the use of facilities or furnishings assisted in any way under this contract.

13. RELEASE OF FUNDS

a. In the case of a rehabilitation project, funds provided by this contract shall not be obligated or expended until ODOC has issued a "Authority To Use Grant Funds". This notice shall not be issued until the Contractor has submitted a "Request for Release of Funds" and all required Environmental Review documentation and/or Sponsor Shelter Agreement has been submitted.

b. In the case of a non-rehabilitation project, funds provided by this contract will not be disbursed until ODOC has received the RFROF and the sponsor shelter agreement where applicable.

c. The Sponsor Shelter Agreement is to be submitted to ODOC if funds provided by this contract are being passed through the Contractor to another entity. This

agreement setting forth the terms and conditions for use of funds must be submitted to ODOC within 30 days of contract start date. If rehabilitation (major or otherwise) is involved, the agreement must include a signed statement that will comply the building use and accessibility requirements as outlined in the ESG Implementation Manual.

14. COMPENSATION TO CONTRACTOR

a. Funds made available pursuant to this contract shall be used only for expenses incurred during the period funded as specified in Part I for the purposes and activities approved and agreed to by ODOC. No ODOC funds may be used for expenses incurred either prior to or after the time period specified.

b. Contractor shall match funds provided under this contract, dollar for dollar, as set forth in its application. Contractor shall expend match funds proportionate to the expenditure of ESG funds monthly. Monthly submission of expenditure reports should reflect the expenditure of both match and ESG funds.

c. ODOC shall disburse funds to the Contractor upon receipt and approval by ODOC of timely, properly executed Requests for Funds. The Contractor may submit a Request for Funds as often as necessary to meet its financial obligations. All funds received shall be expended within three (3) days of receipt. The Contractor shall submit an actual Monthly Expenditure Report by the twentieth (20th) of the following month, regardless of whether or not funds have been expended that month.

d. All requests for funds should be submitted to ODOC during the period funded. A final claim may be submitted no later than 60 days after the final date of the period funded. Said claim will be allowed only for reimbursement of actual expenditures. Any claim submitted after the 60 days may be disallowed by ODOC.

e. If ODOC determines that payment based on estimated expenditures is resulting in accumulation of excessive balances of cash on hand, ODOC may modify the basis for compensation to Contractor to effect proper cash management.

f. If a question arises as to the validity of any claim made under this contract and the parties are unable to resolve such question by negotiation, then the Contractor may request a resolution of the question pursuant to the terms of this contract and the administrative procedures available through ODOC rules promulgated pursuant to the Oklahoma Administrative Procedures Act, 75 O.S. §§251, et seq.

g. All funds provided for activities must be obligated within 120 days of the contract start date and expended within 12 months of the contract start date.

h. (Street Outreach Component.) Subject to the expenditure limits, ESG funds may

be used for costs of providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent, non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility. For the purposes of this grant, the term "unsheltered homeless people" means individuals and families who qualify as homeless under paragraph (1)(i) of the "homeless" definition under § 576.2. The eligible costs and requirements for the Street Outreach Component consist of such services listed in the companion Contractor Implementation Manual.

i. (Emergency Shelter Component.) Subject to the expenditure limit in § 576.100(b), ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters, renovating buildings to be used as emergency shelter for homeless families and individuals, and operating emergency shelters. The eligible costs and requirements for the Emergency Shelter Component consist of such services listed in the companion Contractor Implementation Manual.

j. (Homelessness Prevention) ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the "homeless" definition in § 576.2. This assistance, referred to as homelessness prevention, may be provided to individuals and families who meet the criteria under the "at risk of homelessness" definition, or who meet the criteria in paragraph (2), (3), or (4) of the "homeless" definition in § 576.2 and have an annual income below 30 percent of median family income for the area, as determined by HUD. The costs of homelessness prevention are only eligible to the extent that the assistance is necessary to help the program participant regain stability in the program participant's current permanent housing or move into other permanent housing and achieve stability in that housing. Homelessness prevention must be provided in accordance with the housing relocation and stabilization services requirements in § 576.105, the short-term and medium-term rental assistance requirements in § 576.106, and the written standards and procedures established under § 576.400. The eligible costs and requirements for Homelessness Prevention consist of such services listed in the companion Contractor Implementation Manual.

k. (Rapid Re-housing assistance component) ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. This assistance, referred to as rapid re-housing assistance, may be provided to program participants who meet the criteria under paragraph (1) of the "homeless" definition in § 576.2 or who meet the criteria under paragraph (4) of the "homeless" definition and live in an emergency shelter or other place described in paragraph

(1) of the "homeless" definition. The rapid re-housing assistance must be provided in accordance with the housing relocation and stabilization services requirements in § 576.105, the short- and medium-term rental assistance requirements in § 576.106, and the written standards and procedures established under §576.400. The eligible costs and requirements for Rapid Re-housing consist of such services listed in the companion Contractor Implementation Manual.

l. [Homeless Management Information System (HMIS) Component] The subrecipient may use ESG funds to pay the costs of contributing data to the HMIS designated by the Continuum of Care for the area. The eligible costs and requirements for Data Collection consist of such services listed in the companion Contractor Implementation Manual.

m. Paying costs of staff to travel to and attend HUD-sponsored and HUD-approved training on HMIS and programs authorized by Title IV of the McKinney-Vento Homeless Assistance Act;

n. Paying staff travel costs to conduct intake; and

o. Paying participation fees charged by the HMIS Lead, if the subrecipient is not the HMIS Lead. The HMIS Lead is the entity designated by the Continuum of Care to operate the area's HMIS.

p. The Contractor may use up to 3.75 percent (3.75%) of the contract for administration of the approved activities.

q. All or part of the funds provided by this contract may be distributed to nonprofit recipients, as identified in the approved application, for eligible activities.

r. Only activities listed in this contract or in the companion Contractors Implementation Manual as eligible activities that can be charged to this grant.

15. PROCUREMENT

a. Procurement, management and disposition of property acquired with contract funds shall be governed by Federal and State law, except as otherwise directed by ODOC in the Contractors Implementation Manual. Applicable State laws include the Public Competitive Bidding Act of 1974, 61 O.S. 101, et seq.

b. Materials acquired for construction purposes shall be deemed real property once they have become a part of the construction.

16. RECORDS, REPORTS, DOCUMENTATION

a. Contractor shall maintain records and accounts, including property, personnel

and financial records, that properly document and account for all project funds. Specific types and forms of record are required by the ODOC Contractors Implementation Manual. The Manual is hereby annexed and incorporated and made a part of this contract. The Manual may be amended during the current contract period by ODOC. All amendments shall be based on changes in Federal and State laws or regulations and shall be mailed to the Contractor at the address indicated in Part I of the contract. Requirements pertaining to the maintenance of records, reports and documentation are included in the companion Contractors Implementation Manual.

b. Contractor shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this contract for at least five (5) years from the date of submission of the Final Expenditure Report or until all audit findings have been resolved, whichever is later. All records and accounts shall be made available on demand to the Oklahoma State Auditor and Inspector, the U. S. Department of Housing and Urban Development, the Comptroller General and ODOC, its agents and designees, for inspection and use in carrying out its responsibilities for administration of funds.

c. Contractor shall develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted with Emergency Solutions Grant funds and to ensure that the address and location of any family violence shelter project assisted with Emergency Shelter Grant funds will, except with written authorization of the person or persons responsible for the operation of such shelter, not be made public. Requirements pertaining to the development and implementation of required procedures are included in the companion Contractors Implementation Manual.

d. During the contract period, the Contractor shall submit Monthly Progress Reports and one (1) Final Report to ODOC. The reports will be due as follows:

(1) Monthly Progress Reports due the 20th of each month, reporting information from previous month.

(2) November 30, 2013: Final Report (due with closeout).

e. The Contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of this contract.

17. CLOSING OUT OF PERIOD FUNDED

a. Contractor shall promptly return to ODOC any funds received under this contract that are not expended as of the final date of the period funded. Funds shall be

considered expended only if goods and services have been received as of the final date of the period funded.

b. ODOC may unilaterally modify this contract to subtract the total amount of funds not obligated by the Contractor as of the final date of the period funded.

c. Contractor shall submit Closeout Documents in accordance with the forms and Requirement in the Contractors Implementation Manual no later than 60 days after the final date of the period funded or upon completion of the project.

18. AUDIT, DISALLOWED COSTS

a. The Contractor shall comply with ODOC's Audit Policies and Audit Procedures, which are incorporated herein and made a part hereof.

b. Contractor shall provide ODOC with timely copies of reports on any audits that include funds received from ODOC.

c. In the event an audit results in the determination that the Contractor has expended contract funds on unallowable costs, the Contractor shall reimburse ODOC in full for all such costs.

19. PROGRAM INCOME

Contractor shall account to ODOC for all program income resulting from this agreement. Disposition of program income will be determined by ODOC.

20. INTERPRETATION, REMEDIES

a. In the event the terms or provisions of this contract are breached by either party or in the event that a dispute shall arise between the parties regarding the meaning, requirements or interpretation of the terms and provisions of this contract, then such breach or dispute shall be resolved pursuant to the terms of this contract and the administrative procedures available through ODOC rules established pursuant to the Oklahoma Administrative Procedures Act, 75 O.S. §§251, et seq.

b. Neither forbearance nor payment by ODOC shall be construed to constitute waiver of any remedies for any default or breach by Contractor that exists or occurs later.

21. TERMINATION OR SUSPENSION

a. This contract may be terminated or suspended in whole or in part at any time by written agreement of the parties.

b. This contract may be terminated or suspended by ODOC, in whole or in part, for cause, after notice and an opportunity for Contractor to present reasons why such action should not be taken. Procedures for such a process shall be in accordance with the General Rules of Practice and Procedure of the Department. Grounds constituting cause include but are not limited to:

(1) Failure of Contractor to comply with provisions of this contract or with any applicable laws, regulations, guidelines or procedures, including ODOC requirements and issuances, or undue dilatoriness in executing its commitments under this contract.

(2) Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.

(3) Submission by Contractor of incorrect or incomplete documentation pertaining to this contract.

(4) Undue dilatoriness by Contractor in executing its commitments under a prior contract with ODOC, including, but not limited to, submission of any audits due, resolution of audit findings and monitoring results.

c. In the event of termination or suspension, Contractor shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action, and to reimbursement for reasonable and necessary expenses. Contractor shall reduce to the minimum possible all obligations, prepaid expenses and other costs.

d. Contractor shall not be relieved of liability to ODOC for damages sustained by ODOC by virtue of any breach of this contract by Contractor. ODOC may withhold payments due under this agreement pending resolution of the damages.

22. SEVERABILITY CLAUSE

If any provision under this contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.

SPECIAL CONDITIONS:

SIGNATURES – EXECUTION OF CONTRACT

The rights and obligations of the parties to this contract are subject to and governed by Part II – Terms and Conditions. To the extent of any inconsistency between the general and the specific, the specific governs.

ODOC Emergency Solutions Grant 2012

Organization: Norman, City of

ESG-2012-NORMAN CI-00011

Contract Part I: 15380 ESG 12

I certify that I am authorized to sign this document, and any attachments or addendums thereto, and I have read and agree to all parts of the contract.

Executed by:City of Norman

Signature of Authorized Official

Date

Executed by:
OKLAHOMA DEPARTMENT OF COMMERCE

Signature of Authorized ODOC Official

Date

ATTEST:

City Clerk

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY [illegible] DATE 1/14/13

FY 2012 Emergency Solutions Grant Checklist - The City of Norman/Womens Resource Center

- Form 424 1
- Narratives Section I through Section V 2
- ESG Certifications
  - ODOC 1 9
  - ODOC 2 10
  - ODOC 5 11
- Program Certification ODOC 6 12
- Certification of Consistency with Consolidated Plan HUD 2991 - City of Norman 13
- Certification of Consistency with Consolidated Plan HUD 2991 - City of Moore 14
- Drug-Free Workplace - City of Norman 15
- Anti-Lobbying Cerfification ODOC 8 - City of Norman 17
- Prior Projects Audit ODOC 9 18
- Additional Funds Form ODOC 10 19
- Request for Release of Funds and Certification 20
  - Environmental Review Record 21
  - Sponsor/Shelter Agreement 24
- Applicant/Recipient Disclosure/Update Report - City of Norman 29
- Project Budget and Budget revision Form ODOC 11 30
- Project Budget Narrative ODOC 12 31
- Continuum of Care Lead Agency Participation Letter 32

Attachments

[redacted]	Match Documentation Letter - Cleveland County Assessor	32
[redacted]	Cleveland County Central System for Intake (CCCSI)	33
[redacted]	CCCSI Intake Screening Form	35
[redacted]	Cleveland County 2012 Point in Time Summary	63
[redacted]	Cleveland County Continuum of Care Information	65
[redacted]	ECHO 2012 Strategic Plan	77

N 35.218064

W97.4160026

Oklahoma Department of Commerce
Office of Community Development
Application for Financial Assistance FY 2012 Emergency Solutions Grant Program

1.a. Type of Submission ☐ Rehabilitation/Conversion ■ Non Rehabilitation/Conversion	2.a. Has the Shelter received ESG funds in previous years? If yes, indicate which year and contract numbers. 3169 ESG 87; 4725 ESG91; 7629 ESG 96; 14866 ESG 11
3a. Applicant Name (Sponsor) The City of Norman	3b. Shelter Name Women's Resource Center, Inc.
3c. Applicant address PO Box 370, Norman, OK 73070	3d. Shelter mailing address, street address Po Box 5089, Norman, OK 73070; Shelter Address Suppressed
3e. Applicant contact name, email address and phone number Linda Price 405-366-5439 Linda.price@normanok.gov	3f. Shelter contact name, email address and phone number Jo Ann Smith 405-364-9424 samogram@wrcweb.net
3g. County Cleveland	3h. County Code 14
4. Employer Identification Number (EIN) 7 3 — 6 0 0 5 3 5 0	4.a. DUNS Number 1 0 1 5 0 1 2 4 0
5. Applicant Category ■ City/Town ☐ County ☐ Community Action Agency	6. Estimated # beneficiaries We will be able to assist over 250 households (400 individuals) with this project.
7. Contract Start Date: **October 1, 2012** Contract Ending Date: **September 30, 2013**	8. Requested Funding for this Project:
9. Description of Project: Operations, Homeless Prevention and Rapid Re-Housing.	Applicant (Match) $100,000 ESG Request $100,000 Other (Additional Funds) $ **Total Project: $200,000**
10a. Applicant State Legislative Districts (list individual county and district #) House 44, 45, 46, and 53; Senate 15, 16, and 17 10b. Shelter State Legislative Districts (list individual county and district #) House 44, 45, 46, and 53; Senate 15, 16, and 17	11. Does the Applicant have any ODOC audit exceptions? ☐ Yes, if "yes" attach explanation ■ No
12. To the best of my knowledge and belief, al data in this application are true and correct. The document has been duly authorized the Governing Body of the Applicant and the applicant will comply with the attached assurances if the assistance is awarded.	12a. Name/Title of Authorized Representative: Cindy S. Rosenthal, Mayor of the City of Norman
12b. Signature of Authorized Representative:	Cindy S Rosenthal
12d. Date Signed:	

Section I: Community Needs

I – 1 Results from the Norman Point in Time survey from January counted 616 homeless people as defined by HUD guidelines. An additional 324 that Norman residents would consider "homeless" did not meet the strict HUD guideline.

The WRC shelter for victims of family violence served 264 women and children with one month left to go in the fiscal year.

I – 2 Data is collected using resident files, a daily log, telephone logs, resident logs and various forms that document contacts with both residents and non- residents

Section II: Proposed Use of Funds (Programmatic)

II – 1 WRC serves:

- Children and Youth (When Domestic Violence, Sexual Assault or Stalking are issues for the parent)
- Chronic Substance Abusers (If Domestic Violence (DV), Sexual Assault (SA) or Stalking is also present)
- Co-Occurring Disorder (If DV, SA or Stalking is also present)
- Expectant Mothers (If DV, SA or Stalking is also present)
- Persons with HIV/Aids (If DV, SA, or Stalking is also present)
- Mentally Ill (If DV, SA, or Stalking is also present)
- Veterans (If DV, SA or Stalking is also present)
- Victims of Domestic Violence
- Victims of Sexual Assault
- Victims of Stalking

II – 2 The Women's Resource Center family violence shelter opened in March of 1980 and has been serving the women and their children who are victims of family violence at a rate of 150 – 450 women and children each year since that time. There are standards and criteria that must be maintained by our shelter in order to be certified by the Oklahoma Office of the Attorney General and if we are not certified we cannot operate our shelter. Case management (including empowerment and safety plans), prevention services (domestic violence education & safety planning), attention to basic needs such as food, clothing and medical care are all requirements for certification by the Attorney General's office and are offered to 100% of residents of the shelter for stay at least 24 hours. The same services are offered to non-residents so they don't become homeless and in danger. WRC operates a 24-hour crisis line so that all who may need services have access. Additionally, WRC has a contract with a local hotel to house men who are abused or sexually assaulted and a case manager is provided so prevent homelessness for them as well.

II – 3 WRC does not have street outreach services due to the nature of the issues dealt with.

II – 4 The WRC shelter is open twenty-four (24) hours per day, three-hundred-sixty-five (365) days per year as is the crisis line. Non-residential services are provided at any time that they are needed to accommodate work schedules and safety issues.

II – 5 Originally the policy of WRC was a limited 30 day stay, when in fact women have had to stay 60, 90 and even 120 days as resources for housing have become more and more limited and the safety of available housing has diminished. In July of 2011, the length of stay policy was eliminated entirely. One woman who was homeless and living in a homeless group was beaten badly and sexually assaulted. She stayed at the shelter 474 days and is now in permanent and safe housing, but she is a perfect example of why the policy was changed. She was in extreme danger for the nine months leading up to the trial of her attacker. He was free on bail. A stay of anything less than nine months would have been a death sentence for her. It took a tremendous amount of case management and networking with other Norman agencies and entities to find all the necessary resources for her to finally live on her own. Now, residents in shelter stay as long as they need to obtain safe permanent housing.

II – 6 WRC charges absolutely no fees for any of our resources or services. If there is a need we cannot meet, we look to our partners in the community to find a way to accommodate the need.

II – 7 WRC will use Rapid Rehousing and Prevention funds for women and children in the shelter; for men in need of our services and to help callers to our crisis line and other non-residents to obtain safe housing or to stay in their homes if perpetrators will not be a further threat. Case management begins with intakes that collect a variety of data, the service and safety plan. The plans are reviewed and updated every fifteen days while in shelter and kept in the resident's file. The resident log tracks when the resident comes into shelter, how long they stay and where they go when they leave. Non-residents have files that contain intake, their service and safety plans and contact comments when we have not seen them for a length of time. Crisis line callers are documented on our telephone logs and every attempt is made to do safety planning at the very least. The referrals made and a summation of the call is contained in the telephone log.

II – 8 Residents of the shelter have the opportunity to see a case manager every day and any time that there is a question or a need. Case managers may obtain permission from a resident to speak on their behalf if resources or requirements for resources seem complicated or confusing. Non-residents and phone callers may have as little or as much with a case manager as they choose. Residents and non-residents alike are encouraged to stay in touch with case managers even after housing is obtained so that we may support and continue to advocate for them with our community partners and other entities. Though case managers do the majority of the information and referral work with residents and non-residents, support staff are available in the evenings and on weekends. Support staff receives 12 hours of training before beginning work at the shelter and eight additional hours of in-service and training is required annually for all staff. The type of training and the number of hours is mandated by the Oklahoma Office of the Attorney General. Certification is required to operate domestic violence and sexual assault programs in the state of Oklahoma.

II – 9 Residents and non-residents work with their case manager to obtain transitional or permanent housing depending on their own unique situation. WRC is a member of the CoC and CoC is the

most efficient way to know about what resources are available to individuals and their households. WRC also holds membership in other local and state-wide (The Oklahoma Coalition Against Domestic Violence and Sexual Assault) groups that add to amount of information case managers have available to help those seeking our services. Case managers either have necessary forms available already or know how and where to obtain them; they are able to help those needing assistance to fill out information collection devices of all kinds (such as online resources).

II – 10 Many women and children go back to abusive situations is the lack of available, affordable, safe housing, the lack of education, training and job skills and the inability to save the large amount of money it costs to pay first month's rents and all of the deposits necessary to get into safe housing. The limited stay at the family violence shelter only added to the pressure and the inability to collect all those resources. Now that women and children can stay as long as they need to, WRC has seen many more people than before successful in getting out of abusive situations. The woman who stayed 474 days last year was once described as "chronic homeless." When she first came into shelter, she needed the safety or she might have gone back to the homeless group where she was comfortable. She was able to adjust to more permanent housing in a way that she had been unable to in a very long time as she waited for the perpetrator to go to trial. As she "rediscovered" a life with a roof over her head and as her case manager worked with her through every obstacle, permanent housing seemed not only doable but desirable.

III – 1 Local Program Performance Measures and Outcomes

1. Create new permanent housing beds for the chronically homeless

2. Increase the percentage of homeless persons staying in permanent housing over six months to at least 77%

3. Increase the percentage of homeless persons moving from transitional housing to permanent housing to at least 65%

4. Increase the percentage of homeless persons employed at exit to at least 20%

5. Decrease the number of homeless households with children

The goals in our community address moving people, particularly those with children, out of transitional type housing such as that provided by WRC and into permanent housing. It is the belief of the agencies involved that the support from the individual case managers and the strong community partnerships will provide long term solutions and a stronger, more efficient safety net for the homeless of our community. The cooperation between partners and the comprehensive services will also lead to greater employability.

III – 2 WRC can reasonably expect to serve at least 250 women and children.

III – 3 Data is collected with telephone logs, the resident and daily log, the client file for each adult and their children and all this data is in turn sent to the attorney general as accountability for the funding WRC receives from that office. Various other funders receive reports that use the same data, but in different ways to analyze the way WRC is responding to different issues.

IV – 1 WRC owns the buildings where the shelter is housed. The county tax assessor's value for the building is

IV – 2 Match will come from the assessor's value of the building in which the shelter is housed.

Section V

V – 1 Our local CoC aspires to help more individuals and families' obtain safe, affordable housing. A big part of this goal is to keep children from being homeless. Family violence shelter and certainly WRC are a kind of transitional housing though when we started out 35 years ago the concept was for emergencies only. As we have learned difficult lessons about help people move away from violent family environments, we have also learned that shelters and non-residential programs cannot manage this complicated issue on our own. The strong community partnerships, especially the local CoC has been a most important resource in seeking and finding new ways of helping people homeless because of domestic violence, sexual assault and stalking. WRC uses the data collection system of the Oklahoma Office of the Attorney General where confidential, identifying information is known only to WRC. Random numbers are generated as codes for individuals receiving services and an index is kept at WRC to find records based on the confidential codes.

V – 2 Medical services, mental health and substance abuse treatment, GED assistance, job training and skills training are available in the community. Food pantries and feeding programs and many additional support services, including but not limited to safe, affordable housing are available from the faith community. Through CoC and other organizations and committees that WRC is a part of make all of this information available to our case managers and through them to the people we serve.

V – 3 WRC collaborates with the other representatives of CoC and with the Norman Police Department, the Cleveland County Sheriff's Department, the Cleveland County District Attorney's Office, the Oklahoma University Women's Outreach Program, Journey Church, Compassionpointe and the more than thirty members of the Oklahoma Coalition Against Domestic Violence and Sexual Assault.

V – 4 Meetings are held for both issues of "housekeeping" and are facilitated by the residents themselves. Domestic violence education groups are offered for women in shelter with age appropriate groups offered for the children. Domestic violence groups and groups for victims of sexual assault are offered for non-residents. All groups are defined and led according to what the women themselves feel will be most helpful to them as they begin new lives. Additionally, the WRC board of directors strives to have survivors of domestic violence and sexual assault as part of the board. The people we serve are encouraged to "keep in touch," always come back if they need something more and strongly encouraged to consider volunteering with WRC at a point in their lives when they feel they can.

MATCH CERTIFICATION

SOURCES OF LOCAL MATCH:
[Attach supporting documentation for available match. Documentation should reflect funding availability during the ESG contract year.]

Other Federal (including pass-through funds, e.g., City CDBG, County FEMA, etc.)

_____	$ _____
_____	$ _____
_____	$ _____
_____	$ _____

State/Local Government Funding

_____	$ _____
_____	$ _____
_____	$ _____
_____	$ _____

Private (including recipient) Funding

Fund Raising/Cash	$ _____
Loans	$ _____
Building Value or Lease	$ 100,000
Donated Goods	$ _____
Donated Computers	$ _____
New Staff Salaries	$ _____
Volunteers ($5/hr)	$ _____
Volunteer Medical/Legal	$ _____
Other (specify)	$ _____

I certify that the match funds have been identified and committed to support the proposed ESG project and have not been used to match previous ESG awards (i.e. the value of a donated building used as match in a 2010 ESG award cannot be used as match in 2011). This form is a description of the sources and amounts of such match funds, which are not being used as match for any other federal program.

Cindy S Rosebud
Signature/Title

June 12,2012
Date

ODOC –1
ESG 2012

ODOC 2 – Local Government Certification

Emergency Solutions Grant (ESG) Program
To be submitted by the Units of General Local Government Applicants

I, Cindy S. Rosenthal, Chief Elected Official of the City of Norman, certify that the units of general local government will comply with the following:

1. The requirements of 24 CFR Sec. 576.53 and the January 9, 1989, Federal Register Notice of Fund Availability; Amended Program Requirements, concerning the continued use of buildings for which Emergency Solutions Grants are used for rehabilitation or conversion of buildings for use as emergency shelters for the homeless; or when funds are used solely for operating costs or essential services, concerning the population to be served.
2. The building standards requirement of 24 CFR Sec. 576.55.
3. The requirements of 24 CFR Sec. 576.56, concerning assistance to the homeless.
4. The requirements of 24 CFR Sec. 576.57, other appropriate provisions of 24 CFR Part 576, and other applicable Federal laws concerning nondiscrimination and equal opportunity.

I further certify that the units of general local government will comply with the provisions of, and regulations and procedures applicable under, section 104(g) of the Housing and Community Development Act of 1974 with respect to the environmental review responsibilities under the National Environmental Policy Act of 1969 and related authorities as specified in 24 CFR Part 58.

I further certify that the units of general local government and the shelter(s) conducting activities, funded in whole or in part with McKinney Act funds, to assist the homeless population in this jurisdiction, will administer, in good faith, a policy designed to ensure that the assisted homeless facility is free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

I further certify that the submission of an application for an emergency solutions grant is authorized under state and/or local law and that the local government possesses legal authority to carry out emergency solutions grant activities in accordance with applicable law and regulations of the Department of Housing and Urban Development.

Cindy S. Rosenthal, Mayor of the City of Norman
Name of Chief Elected Official and Title

Cindy S. Rosenthal
Signature of Chief Elected Official

May 22, 2012
Date

ODOC -2
ESG 2012

ODOC 5 Applicant Assurances

Emergency Solutions Grant (ESG) Program
To be submitted by all Applicants

I, Cindy S. Rosenthal, Mayor of the City of Norman (title) certify that if awarded FY 2011 Emergency Solutions Grant funding, this Unit of Local General Government does assure:

1. Homeless individuals and families will be given assistance in obtaining:

   Appropriate case management, essential services, including transitional housing, permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living; and

   Other Federal, State, local, and private assistance available for such individuals.

2. Homeless individuals will be provided the opportunity for participation on the policymaking entity in accordance with 42 U.S.C. 11375 (d).

3. Homeless individuals and families will be involved in providing work or services pertaining to facilities or activities assisted under this part, in accordance with 42 U.S.C. 11375 (c) (7).

Cindy S. Rosenthal, Mayor of the City of Norman
Name and Title of Chief Elected Official (or) Executive Director of CAA

Cindy S. Rosenthal
Signature

May 22, 2012
Date

ODOC-5
ESG 2012

ODOC 6 – Program Certifications

Emergency Solutions Grant
Program (ESG) Certifications

I, Cindy S. Rosenthal, Mayor
(Signature of Authorized Representative) (title)

of the City of Norman certify that the organization will comply with the following:
(name of organization)

Consolidated Plan – The 2010 HUD-approved Consolidated Plan.

Consistency with Plan – Housing activities to be undertaken with ESG funds are consistent with the strategic plan.

Confidentiality – Grant subrecipients must develop and implement procedures to ensure:
(1) The confidentiality of records pertaining to any individual provided with assistance; and
(2) That the address or location of any assisted housing will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the grantee.

Discharge Policy – Grant subrecipients must agree to develop and implement, to the maximum extent practicable and where appropriate policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons.

Affirmatively Further Fair Housing -- The local government or nonprofit will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction or state, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

HMIS – HUD's standards for participation in a local Homeless Management Information System and the collection and reporting of client-level information. (Domestic Violence Shelters exempt as stated in "VAWA Protections")

Cindy S Rosenthal

Cindy S. Rosenthal, Mayor of the City of Norman
Authorized Signature/Official Title

May 22, 2012
Date

ODOC-6
ESG 2012

Certification of Consistency With the Consolidated Plan

U.S. Department of Housing and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.

(Type or clearly print the following information :)

Applicant Name: Women's Resource Center, Inc.

Project Name: ESG 2012

Location of the Project: Supressed

Name of the Federal Program to which the applicant is applying: Emergency Solutions Grant

Name of Certifying Jurisdiction: City of Norman

Certifying Official of the Jurisdiction Name: Linda R. Price

Title: Revitalization Manager

Signature: Linda R. Price

Date: May 23, 2012

Form HUD-2991

Certification of Consistency With the Consolidated Plan

U.S. Department of Housing and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.

(Type or clearly print the following information :)

Applicant Name: Women's Resource Center, Inc.

Project Name: ESG 2012

Location of the Project: Supressed

Name of the Federal Program to which the applicant is applying: Emergency Solutions Grant

Name of Certifying Jurisdiction: City of Moore

Certifying Official of the Jurisdiction Name: Elizabeth Jones

Title: Director of Community Development

Signature: Elizabeth Jones

Date: May 23, 2012

Form HUD-2991

ODOC 7 - **Certification for Drug-Free Workplace**

I, Cindy S. Rosenthal, Mayor
(Signature of Authorized Representative (title)

of the City of Norman, certify that the organization will comply with the
(name of organization)

following:

Drug-Free Workplace --It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
a. The dangers of drug abuse in the workplace;
b. The grantee's policy of maintaining a drug-free workplace;
c. Any available drug counseling, rehabilitation, and employee assistance programs; and
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. 4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
   a. (a) Abide by the terms of the statement; and
   b. (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted –
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
7. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Additional Instructions for Drug-Free Workplace Certification

1 By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2 The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD,

in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3 Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

4 Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).

5 If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).

6 The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

201 W. Gray, Norman, Cleveland County, OK 73069

Place of Performance (Street address, city, county, state, zip code)
Check ____ if there are workplaces on file that are not identified here.
The certification with regard to the drug-free workplace is required by 24 CFR part 24, subpart F.

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of sub recipients or subcontractors in covered workplaces).

Cindy Rosenthal, Mayor
Authorized Signature & Official Title

May 22, 2012
Date

ODOC-7
ESG 2012

32

ODOC 8 – Anti-Lobbying Certification

Certification for
EMERGENCY SOLUTIONS GRANT PROGRAM (ESG)

I, Cindy S. Rosenthal, , Mayor
(Signature of Authorized Representative (title)

of the City of Norman, certify that the organization will comply with the
(name of organization)

following:

Anti-Lobbying --To the best of the local government's or nonprofit's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraphs 1 and 2 of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Additional Instructions for Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Cindy S Rosenthal Mayor
Authorized Signature & Official Title

May 22, 2012
Date

ODOC-8
ESG 2012

ODOC 9 - Prior Projects Audit

Applicant's Name: City of Norman
(Unit of General Local Government or Community Action Agency / Nonprofit)

Audit Requirement: All audits of prior awards from ODOC must be in accordance with the ODOC Audit Policies and Procedures Manual. An audit is required if $25,000 or more was received from ODOC. The audit should be completed and the report submitted no later than twelve (12) months after the end of the contractor's fiscal year.

1. Date audit submitted to ODOC December 28, 2011
2. If not submitted, date it will be submitted _____
3. If audit has not been submitted, please explain _____

_____

_____

4. Has audit been closed by ODOC? Yes X No_____
   i.e., Has applicant received a letter from ODOC closing the audit?

If you have any questions regarding this requirement, please contact Wendi Whittier at 405/815-5304.

If your application is accepted for funding, please note that any audits due on prior contracts must be submitted in accordance with the ODOC Audit Policies and Procedures Manual. Submission of the audits will be a Release of Funds condition in the contract. Waiver of this condition will be considered only with good cause.

Clint Mercer, Chief Accountant
Print Name

Signature

May 22, 2012
Date

ODOC-9
ESG 2012

34

ODOC 10 - Additional Funds Documentation

The list of all sources of additional funds not included as match to be used to carry out your proposed project. *Be specific.*

Source(s) of Additional Funds:	Amount of Additional Funds
Oklahoma Office of the Attorney General	$210,237
Family Violence Prevention Services Act	61,885
Victims of Crime Act (VOCA)	70,687
Norman United Way	42,000
Cleveland County Commissioners	30,000
City of Norman (SVSC)	5,000
City of Norman (CDBG)	5,000

1.1 Total additional funds committed to the FY'12 ESG Program: $424,809

In the case of a tie, any additional funds listed on this form will be utilized as a tiebreaker. ***If points are awarded because of a tie, the additional funds as listed and as committed will be monitored by ODOC for compliance. Additional Funding awards must overlap the ESG funding period to be eligible.***

ODOC -10
ESG 2012

Oklahoma Department of Commerce
Office of Community Development
Emergency Solutions Grant Program
REQUEST FOR RELEASE OF FUNDS AND CERTIFICATION

Contractor Name: City of Norman, OK	Contract Number
Address: PO Box 370 Norman, OK 73070	Date of Request
Project Description (Brief): Emergency Solutions Grant 2012	

REQUIREMENTS	DOCUMENTATION	Items Included	State Use Only
Environmental Review a. Nonprofit	A. Categorically Excluded/Exempt Activity - Form 702-B & Sample 702-4 are attached. B. Categorically Excluded Activity - Form 702-B & Form 702-D, Sample 702-6 are attached.	N/A	
b. Other Than Nonprofits	A. Categorically Excluded/Exempt Activity - I hereby state Form 702-B has been completed and Sample 702-4 is attached. B. Categorically Excluded Activity - I hereby state Form 702-B has been completed and Form 702-D, Sample 702-7 are attached.	XXX	
c. If project is located in the Floodplain	Proof of Floodplain and Wetland Publication - Sample 702-3 is attached.	N/A	
d. Activities that make physical changes to buildings or sites	Property has been cleared by the Historic Preservation Office and Correspondence is attached.	N/A	
OTHER	Contract Conditions, listed in Part II of ODOC contract. Copy of signed agreement with Shelter, if applicable.	XXX	

Signature of Authorized Official: Cindy S Rosenthal

Name & Title of Authorized Official: Cindy S. Rosenthal, Mayor of the City of Norman

Date: May 22, 2012

Environmental Review Record Summary Sheet

Project Number (IDIS):	HUD Program: Emergency Solutions Program	Program Year: 2012

Project Name: City of Norman/Women's Resource Center

Project Location (street, city, county/State, & zip code):
Suppressed Address (Domestic Violence Shelter), Norman, Cleveland County, Oklahoma 73071

Number of Dwelling Units	Project site is in a location described as
N/A	☐ Central city ☒ Suburban
☐ New Construction ☐ Rehabilitation	☐ Urban development ☐ Undeveloped area

Project Description (*Attach additional descriptive information, as appropriate to the project, including narrative, maps, photographs, site plans, budgets and other information.*)[1]:

Supportive services for homeless clients, including operations, outreach, and prevention activities

The subject project has been reviewed pursuant to HUD regulations 24 CFR Part 58, "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities," and the following determination with respect to the project is made:

☐ Exempt from NEPA review requirements per 24 CFR §58.34(a) (_____) (Compliance Checklist for §58.6 is attached.)

■ Categorically Excluded NOT Subject to §58.5 authorities per 24 CFR §58.35(b) (2) (Compliance Checklist for §58.6 is attached.)

☐ Categorically Excluded SUBJECT to §58.5 authorities per 24 CFR §58.35(a) (__) (Compliance Checklist for §58.6, and Statutory Worksheet and Checklist for the §58.5 authorities are attached.)

☐ An Environmental Assessment (EA) is required to be performed. (An Environmental Assessment Worksheet and Checklist performed in accordance with subpart E of 24 CFR Part 58, Compliance Checklist for §58.6, and Statutory Worksheet and Checklist for the §58.5 authorities are attached.)

[1] Source documentation consists of verifiable source documents and/or relevant base data. Appropriate documentation must be provided for each authority and resource analyzed. Documents may be incorporated by reference into the ERR provided that each source document is identified and available for inspection by interested parties. Proprietary material and studies that are not otherwise generally available for public review shall be included in the ERR.

Categorical Exclusion Not subject to §58.5 Determination for Activities Listed at 24 CFR §58.35(b)

Grant Recipient: City of Norman Project Name: Women's Resource Center ESG
Project Description (Include all actions which are either geographically or functionally related):
Operations and maintenance, homeless prevention and rapid rehousing activities

Location:
Funding Source: CDBG HOME ESG HOPWA EDI Capital Fund Operating Subsidy Hope VI Other
Estimated Funding Amount: 100,000 Grant Number:
I have reviewed and determined that the abovementioned project is a Categorically Excluded activity (not subject to §58.5) per 24 CFR §58.35(b) as follows:

☐	58.35(b).1. Tenant-based rental assistance;
☒	58.35(b) 2. Supportive services including, but not limited to, health care, housing services, permanent housing placement, day care, nutritional services, short-term payments for rent/mortgage/utility costs, and assistance in gaining access to local, State, and Federal government benefits and services;
☐	58.35(b) 3. Operating costs including maintenance, security, operation, utilities, furnishings, equipment, supplies, staff training and recruitment and other incidental costs;
☐	58.35(b) 4. Economic development activities, including but not limited to, equipment purchase, inventory financing, interest subsidy, operating expenses and similar costs not associated with construction or expansion of existing operations;
☐	58.35(b) 5. Activities to assist homebuyers to purchase existing dwelling units or dwelling units under construction, including closing costs and down payment assistance, interest buy-downs, and similar activities that result in the transfer of title.
☐	58.35(b). 6. Affordable housing pre-development costs including legal, consulting, developer and other costs related to obtaining site options, project financing, administrative costs and fees for loan commitments, zoning approvals, and other related activities which do not have a physical impact.
☐	58.35(b). 7. Approval of supplemental assistance (including insurance or guarantee) to a project previously approved under this part, if the approval is made by the same responsible entity that conducted the environmental review on the original project and re-evaluation of the environmental findings is not required under §58.47.

The responsible entity must also complete and attach the **§58.6 Compliance Checklist**. By signing below the Responsible Entity officially determines in writing that each activity or project is Categorically Excluded (not subject to §58.5) and meets the conditions specified for such exclusion under section 24 CFR §58.35(b). This document must be maintained in the ERR.

AUTHORIZED RESPONSIBLE ENTITY OFFICIAL:

Authorized Responsible Entity Signature — Date: 6-11-12

LISA D. KRIEG — Authorized Responsible Entity Name (printed)

GRANTS PLANNER — Title (printed)

RE SEAL RE NAME AND ADDRESS

Compliance Checklist for 24 CFR §58.6, Other Requirements

Complete for all projects, including Exempt (§58.34), Categorically Excluded Subject to §58.5 [§58.35(a)], Categorically Excluded Not Subject to §58.5[§58.35(b)], and Projects Requiring Environmental Assessments (§58.36)

Project Name: City of Norman/ Women's Resource Center ESG

ERR FILE # _____

1. §58.6(a) and (b) Flood Disaster Protection Act of 1973, as amended; National Flood Insurance Reform Act of 1994

a. Does the project involve new construction, major rehabilitation, minor rehabilitation, improvements, acquisition, management, new loans, loan refinancing or mortgage insurance?
☐ Yes ☒ No
If No, compliance with this section is complete.
If Yes, continue.

b. Is the project located in a FEMA identified Special Flood Hazard Area?
☐ Yes ☒ No
If No, compliance with this section is complete.
If Yes, continue.

c. Is the community participating in the National Flood Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?
☒ Yes ☐ No
If Yes, Flood Insurance under the National Flood Insurance Program must be obtained. If HUD assistance is provided as a grant, insurance must be maintained for the economic life of the project and in the amount of the total project cost (or up to the maximum allowable coverage, whichever is less). If HUD assistance is provided as a loan, insurance must be maintained for the term of the loan and in the amount of the loan (or up to maximum allowable coverage, whichever is less). A copy of the flood insurance policy declaration must be kept on file in the ERR.
If No, Federal assistance may not be used in the Special Flood Hazards Area.

Cite and attach source documentation: (Documentation should include a FEMA Flood Map showing project location in reference to flood zone designation. If flood map is not available, use best available information.)

For additional information see:
FEMA Map Service Center: http://www.store.msc.fema.gov
NFIP Community Status Book: www.fema.gov/fema/csb.shtm

EMERGENCY SOLUTIONS GRANT
SPONSOR AND SHELTER AGREEMENT

PART I - SUMMARY

Contractor City of Norman

Sub-Contractor
Emergency Shelter Name: Women's Resource Center, Inc...

Contract 2012 Emergency Solutions Grant Program

Amount ($ 100,000.00)

Funding Period October 1, 2012 to September 30, 2013

Project Description: Provide funds for costs of Operations, Homeless Prevention and Rapid Re-Housing activities

PART II - GENERAL TERMS AND CONDITIONS

DEFINITION(S)

CONTRACTOR
Cities, towns, counties or Community Action Agencies who are direct recipients of Emergency Solutions Grant (ESG) funds, and have agreed to be responsible for the oversight of the proposed ESG project.

SUBCONTRACTOR
Any shelter that indirectly receives Emergency Solutions Grant (ESG) funds through a Unit of Local Government, or Community Action Agency, and is responsible for the implementation of the proposed ESG project.

1. a. **Subcontractor** will provide the necessary personnel, facilities, supplies, equipment, and/or related resources and skills to accomplish the program described in Part III in accordance with the terms and conditions of this contract. All of the work and services required should be performed by **Subcontractor** or a **Subcontractor** fully qualified and authorized under state and local law to perform such work and services.

   b. None of the work and services covered by this contract may be contracted to a third party without prior written approval of the City of Norman (contractor).

c. In no event will **Subcontractor** incur any obligation on the part of the City of Norman.
(contractor)

2. The City of Norman will provide funding for the program up to the
(contractor)
total amount subcontracted by Women's Resource Center, Inc... which is the
(subcontractor)
maximum amount of $100,000.00 will pay for this subcontract.
(ESG award amount)

3. **Compensation to Contractor**

The City of Norman will reimburse **Subcontractor** on the basis of itemized
(contractor)
statements submitted in accordance with the budget attached hereto as **Attachment "A".** All claims for reimbursement must be accompanied by documentation of pledged in-kind for this project.

4. **Records, Reports and Documentation**

a. **Contractor** shall maintain records and accounts including property, personnel, and financial records that properly document and account for all project funds.

b. **Subcontractor** shall document and report match funds in conjunction with funds provided by the Oklahoma Department of Commerce on the monthly expenditure report. Expenditures of (ESG & Match) must be in proportionate amounts monthly.

c. **Contractor** shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this contract for at least three (3) years from the ending date of this contract.

5. **Procurement**

Procurement of all goods and services under this contract shall be carried out in compliance with procedures described in the ESG implementation Manual, Policy 705, Procurement Requirements.

6. **Hold Harmless**

Subcontractor shall, within limitations placed on such entities by state law, save harmless the State of Oklahoma and the City of Norman (contractor), their agents, officers and employees from all claims and actions, and all expenses defending same, that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by **Subcontractor**. **Subcontractor**

shall, within limitations placed on such entities by state law, save harmless the State of Oklahoma and the City of Norman (contractor), their agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark, copyright, or from any claim or amounts arising or recovered under Workers' Compensation Law or any other law.

7. Modification

a. This contract is subject to such modification as may be required by federal or state law or regulations.

b. Except as otherwise provided in this contract, the work and services to be performed and the total contract amount may be modified only upon written agreement of the duly authorized representatives of the parties.

8. Termination OR Suspension

This contract may be terminated or suspended in whole or in part at any time by written agreement of the parties.

PART III - SPECIFIC TERMS AND CONDITIONS

1. The **Subcontractor** shall provide assistance to the homeless in compliance with 24 CFR, Part 576.
2. Actual emergency shelter activities and services to be provided are as specified in **Attachment "B"** to this document.
3. The **Subcontractor** assures that no assisted renovation, rehabilitation, or conversion activities will affect historic properties, flood plains, endangered species or prime farmland.
4. **Subcontractor** specifically certifies and assures that it will comply with applicable terms of the following statutes, regulations and executive orders:

Non-Discrimination and Equal Opportunity

Title VI of the Civil Rights Act of 1964, 42 USC 2000d, (et. seq.), which prohibits discrimination on the basis of race, color or national origin under any program receiving Federal funds. HUD regulations are at 24 CFR Part 1.

1. The requirements of the Fair Housing Act (42 USC 3601-19) and implementing regulations at 24 CFR Part 100.
2. Executive Order 11063 (1962) as amended by Executive Order 12259 (1981), which requires equal opportunity in housing. HUD regulations are at 24 CFR Part 107.
3. 42 USC 5309, which prohibits discrimination on the basis of race, color, national origin or sex in connection with funds made available pursuant to the Act. Section 109 also prohibits discrimination on the basis of age and disability as provided in:

a. Age Discrimination Act of 1975 (42 USC 6101-07) and implementing regulations at 24 CFR Part 146.
b. Section 504 of Rehabilitation Act of 1973 (29 USC 794) and implementing regulations at 24 CFR Part 8. For the purposes of the Emergency Solutions Grants Program, the term "dwelling units" in 24 CFR Part 8 shall include sleeping accommodations.

4. Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), which requires that, to the greatest extent feasible, opportunities for training and employment be provided to lower-income persons in the project area that contracts for work in connection with the project be awarded to businesses in, or owned in substantial part by, residents of the project area. Regulations are at 24 CFR Part 135.
5. Executive Order 11246 (1965), which prohibits discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action in connection with Federally assisted construction contracts. Regulations are at 24 CFR Part 130 and 41 CFR Part 60-1.
6. Executive Orders 11625, 12432 and 12138 requiring efforts to encourage the use of minority and women's business enterprises in connection with activities funded by this subcontract.
7. 42 USC 11375, which requires that, to the maximum extent practicable, **Contractor** shall involve homeless individuals and families in the construction, renovation, maintenance and operation of the facilities assisted under the ESG Program and in the provision of services for occupants of these facilities.

Affirmatively Furthering Fair Housing

Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funding recipients. Sub grantees will have a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act. Protected classes include race, color, national origin, religion, sex, disability, and familial status.

Drug-Free Workplace

The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21 apply to HPRP. The sub grantee must have and follow policies stating that it is unlawful for employees distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(a) Establishing an ongoing drug-free awareness program to inform employees about:
(b) The dangers of drug abuse in the workplace;
(c) The grantee's policy of maintaining a drug-free workplace;
(d) Any available drug counseling, rehabilitation, and employee assistance programs; and
(e) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Discharge Policy

The sub grantee must have an established policy for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons.

Lead-Based Paint

Title IV of the Lead-Based Paint Poisoning Prevention Act (42 USC 4831, et. seq.) which prohibits the use of lead-based paint in residences for which Federal assistance is provided. Regulations found at 24 CFR Part 35.

EXECUTED BY:
Subcontractor (Emergency Shelter)

Women's Resource Center, Inc.

Signature

Jo Ann Smith, Executive Director
Name Title

May 23, 2012
Date

EXECUTED BY:
Name of Contractor (Sponsor)

City of Norman

Signature

Cindy S. Rosenthal, Mayor
Name Title

May 23, 2012
Date

(Please review pages 40- 41 before filling out this report)

Applicant/Recipient Disclosure/Update Report	U.S. Department of Housing and Urban Development	OMB Approval No 2510-0011

Instructions. (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

Applicant/Recipient Information **Indicate whether this is an Initial Report** ■ **or an update report** ☐

1. Applicant/Recipient Name, Address, and Phone (include area code): City of Norman/Women's Resource Center, Inc.	2. Social Security Number or Employer ID Number: 73-6005350
3. HUD Program Name Emergency Solutions Grant	4. Amount of HUD Assistance Requested /Received $100,000

4. State the name and location (street address, City and State) of the project or activity:
201 W. Gray, Norman OK 73069; Shelter Address Supressed

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3).

■ Yes ☐ No

2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of $200,000 during the fiscal year (Oct.1-Sep.30)? For further information

☐ Yes ■ No

If you answered, "No" to either question 1 or 2, Stop! You do not need to complete the remainder of this form. ***However***, you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.
Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds
(Note: Use additional pages as necessary.)			

Part III Interested Parties. You must disclose:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity, and
2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds $50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity ($ and %)

(Note: Use Additional pages if necessary.)

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed $10,000 for each violation.

I certify that this information is true and complete.

Signature: X Cindy S Rose Hol

Date: (mm/dd/yyyy) May 22, 2012

(REFER TO PAGE SIX UNDER TIER 1 AND TIER 2 FOR SPENDING DESCRIPTIONS)

Emergency Solutions Grant Program (ESG)

FY'12 Project Budget Summary

COST CATEGORY	For Fiscal Use Only	ESG Requested Funds	Match Funds 555830	Project Total
Tier I: 40% of Grant Funds awarded must be spent on Prevention and/or Rapid Rehousing Services				
Tier II: 60% of Grant Funds awarded may be spent on Prevention and/or Rapid Re-Housing Services				
Administration (3.75%)		$3,750		$3,750
HMIS				
Emergency Shelter:			100,000	$100,000
Utilities		$15,000		15,000
Operations & Maintenance, including insurance, food		$21,250		21,250
Essential Services		$10,000		10,000
RA Assistance				
Total Emergency Shelter		$50,000		150,000
Total Street Outreach – Essential Services				
Rapid Re-Housing Services				
Housing Relocation and Stabilization Services		$10,000		10,000
Tenant-Based Rental Assistance		$10,000		10,000
Project-Based Rental Assistance				
Total Rapid ReHousing		$20,000		20,000
Homelessness Prevention Services:				
Housing Relocation and Stabilization Services		$20,000		20,000
Tenant-Based Rental Assistance		$10,000		10,000
Project-Based Rental Assistance				
Total Preventive Services		$30,000		30,000
	TOTAL	$100,000	$100,000	200,000

Cindy Sanrostel

Signature of Authorized Official

June 12, 2012
Date

ODOC 11
ESG 2012

BUDGET NARRATIVE: For each budget category, provide a line item detail and narrative explanation of how funds will be utilized:

Administration
$5,000 for Executive Director's salary

Rehabilitation/Renovation

Shelter Operation and Services
Insurance – cost of property and liability insurance for buildings used in operation of the shelter and non-residential (but potentially homeless) services
Utilities – This is a cost estimate based on past expenses for electricity and city utilities for buildings used in the operation of domestic violence shelter and non-residential services
Telephone – It is a requirement for certification of domestic violence programs by the Oklahoma Office of the Attorney General that telephones are provided for all residential and non-residential members of our community seeking services
Essential services – Salaries for case managers who provide assistance in obtaining transitional and permanent housing; medical and psychological counseling referrals, employment guidance; referrals for substance abuse treatment and counseling; assistance in obtaining other federal, state, and local assistance; clothing; personal care items and referrals to other services such as child care, transportation, job placement and training.
Food – All those in shelter are provided with the resources for three meals and snacks per day.

Street Outreach

Rapid Re-Housing Services – Funding would make it possible for residents and their children to find housing much more quickly with money for rents and necessary deposits

Homelessness Prevention – WRC often receives phone calls or works with non-residential victims of family violence who need help staying in their current housing. Funding would pay for utilities and rents

HMIS

ODOC 12
ESG 2012

The City of
NORMAN

201 West Gray • P.O. Box 370
Norman, Oklahoma • 73070

REVITALIZATION DIVISION
Phone: 405-366-5332

June 12, 2012

Oklahoma Department of Commerce
Office of Community Development
900 N. Stiles
Oklahoma City, OK 73126

Attn: Human Development Team

The Women's Resource Center of Norman is the only Domestic Violence Emergency Shelter in the community. This organization has a long standing tradition of service to Norman and the surrounding communities and has been a recipient of ESG funds in the past. The WRC is performs excellently in their coordination of services with other continuum members and other governmental entities in the provision of services to this ever increasing population.

Kristi Stewart the director of the Rape Crisis Center has served on the Systems and Resource Committee and Sharon Jepson, the shelter manager, is very active on the Directors Committee and the Housing Committee.

Sincerely,

Lisa D. Krieg
Grants Planner/Staff Support
Cleveland County Continuum of Care

City of Norman, OK

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

Master

File Number: K-1213-144

File ID:	K-1213-144	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 25	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**	$100,000.00	**File Created:**	01/03/2013
File Name:	K-1213-144 ESG for Women's Resource Center			**Final Action:**	

Title: CONTRACT NO. K-1213-144: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE WOMEN'S RESOURCE CENTER, INC., IN THE AMOUNT OF $100,000 FOR THE EMERGENCY SOLUTIONS GRANT PROGRAM TO BE USED FOR HOMELESS PREVENTION AND/OR HOUSING RELOCATION AND STABILIZATION.

Notes: ACTION NEEDED: Motion to approve or reject Contract No. K-1213-144 with the Women's Resource Center, Inc., in the amount of $100,000; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Agenda Date: 01/22/2013

Agenda Number: 25

Attachments: Text File WRC, List of Agency Contracts, K-1213-144, ESG 12 Contract Summary, PR WRC

Project Manager: Linda Price, Revitalization Manager

Entered by: linda.price@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-144

Body

BACKGROUND: On May 22, 2012 City Council authorized the submittal of an Emergency Solutions Grant for Women's Resource Center, Inc. As noted in the previous agenda item, the Oklahoma Department of Commerce (ODOC) awarded a $100,000 grant to the City of Norman for Women's Resource Center, Inc. to be used for costs of operation, homeless prevention and rapid re-housing activities. Contract K-1213-145 between the City of Norman and Women's Resource Center, Inc. formalizes that funding pass through.

DISCUSSION: Each application for funding was required to show a dollar-for-dollar match equivalent to funding. Women's Resource Center, Inc. will be matching the Emergency Solutions Grant funding with $100,000 in operations related to the emergency shelter. The required match funds are from the operating budget of East Main Place and expenditures will be documented as they occur. If approved, funding will be available to initiate the activities outlined in the application.

RECOMMENDATION: Staff recommends approval of contract K-1213-144 between the City of Norman and Women's Resource Center, Inc. for the Emergency Solutions Grant in the amount of $100,000.

		Contract Amount	50% of funds provided by agency for project	Total Project Cost
K1213-139	ODOC 15381 - City of Norman	$ 50,000.00	$ -	
K1213-140	City of Norman - Food and Shelter, Shelter Agreement	$ 50,000.00	$ 50,000.00	$ 100,000.00
K1213-141	ODOC 15383 - City of Norman	$ 100,000.00	$ -	
K1213-142	City of Norman- East Main Place, Shelter Agreement	$ 100,000.00	$ 100,000.00	$ 200,000.00
K1213-143	ODOC 15380 - City of Norman	$ 100,000.00	$ -	
K1213-144	City of Norman - Women's Resource Center, Shelter Agreement	$ 100,000.00	$ 100,000.00	$ 200,000.00
K1213-145	ODOC 15382 - City of Norman	$ 100,000.00	$ -	
K1213-146	City of Norman - The Salvation Army, Shelter Agreement	$ 100,000.00	$ 100,000.00	$ 200,000.00
K1213-147	ODOC 15384 - City of Norman	$ 100,000.00	$ -	
K1213-148	City of Norman - Thunderbird Clubhouse, Shelter Agreeement	$ 100,000.00	$ 100,000.00	$ 200,000.00

EMERGENCY SOLUTIONS GRANT
SPONSOR AND SHELTER AGREEMENT

PART I - SUMMARY

Contractor City of Norman

Sub-Contractor
Emergency Shelter Name: Women's Resource Center, Inc...

Contract 2012 Emergency Solutions Grant Program

Amount ($ 100,000.00)

Funding Period October 1, 2012 to September 30, 2013

Project Description: Provide funds for costs of Operations, Homeless Prevention and Rapid Re-Housing activities

PART II - GENERAL TERMS AND CONDITIONS

DEFINITION(S)

CONTRACTOR
Cities, towns, counties or Community Action Agencies who are direct recipients of Emergency Solutions Grant (ESG) funds, and have agreed to be responsible for the oversight of the proposed ESG project.

SUBCONTRACTOR
Any shelter that indirectly receives Emergency Solutions Grant (ESG) funds through a Unit of Local Government, or Community Action Agency, and is responsible for the implementation of the proposed ESG project.

1. a. **Subcontractor** will provide the necessary personnel, facilities, supplies, equipment, and/or related resources and skills to accomplish the program described in Part III in accordance with the terms and conditions of this contract. All of the work and services required should be performed by **Subcontractor** or a **Subcontractor** fully qualified and authorized under state and local law to perform such work and services.

   b. None of the work and services covered by this contract may be contracted to a third party without prior written approval of the City of Norman (contractor).

c. In no event will **Subcontractor** incur any obligation on the part of the City of Norman.
(contractor)

2. The City of Norman will provide funding for the program up to the
(contractor)
total amount subcontracted by Women's Resource Center, Inc... which is the
(subcontractor)
maximum amount of $100,000.00 will pay for this subcontract.
(ESG award amount)

3. **Compensation to Contractor**

The City of Norman will reimburse **Subcontractor** on the basis of itemized
(contractor)
statements submitted in accordance with the budget attached hereto as **Attachment "A".** All claims for reimbursement must be accompanied by documentation of pledged in-kind for this project.

4. **Records, Reports and Documentation**

a. **Contractor** shall maintain records and accounts including property, personnel, and financial records that properly document and account for all project funds.

b. **Subcontractor** shall document and report match funds in conjunction with funds provided by the Oklahoma Department of Commerce on the monthly expenditure report. Expenditures of (ESG & Match) must be in proportionate amounts monthly.

c. **Contractor** shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this contract for at least three (3) years from the ending date of this contract.

5. **Procurement**

Procurement of all goods and services under this contract shall be carried out in compliance with procedures described in the ESG implementation Manual, Policy 705, Procurement Requirements.

6. **Hold Harmless**

Subcontractor shall, within limitations placed on such entities by state law, save harmless the State of Oklahoma and the City of Norman (contractor), their agents, officers and employees from all claims and actions, and all expenses defending same, that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by **Subcontractor**. **Subcontractor**

shall, within limitations placed on such entities by state law, save harmless the State of Oklahoma and the City of Norman (contractor), their agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark, copyright, or from any claim or amounts arising or recovered under Workers' Compensation Law or any other law.

7. Modification

a. This contract is subject to such modification as may be required by federal or state law or regulations.

b. Except as otherwise provided in this contract, the work and services to be performed and the total contract amount may be modified only upon written agreement of the duly authorized representatives of the parties.

8. Termination OR Suspension

This contract may be terminated or suspended in whole or in part at any time by written agreement of the parties.

PART III - SPECIFIC TERMS AND CONDITIONS

1. The **Subcontractor** shall provide assistance to the homeless in compliance with 24 CFR, Part 576.
2. Actual emergency shelter activities and services to be provided are as specified in **Attachment "B"** to this document.
3. The **Subcontractor** assures that no assisted renovation, rehabilitation, or conversion activities will affect historic properties, flood plains, endangered species or prime farmland.
4. **Subcontractor** specifically certifies and assures that it will comply with applicable terms of the following statutes, regulations and executive orders:

Non-Discrimination and Equal Opportunity

Title VI of the Civil Rights Act of 1964, 42 USC 2000d, (et. seq.), which prohibits discrimination on the basis of race, color or national origin under any program receiving Federal funds. HUD regulations are at 24 CFR Part 1.

1. The requirements of the Fair Housing Act (42 USC 3601-19) and implementing regulations at 24 CFR Part 100.
2. Executive Order 11063 (1962) as amended by Executive Order 12259 (1981), which requires equal opportunity in housing. HUD regulations are at 24 CFR Part 107.
3. 42 USC 5309, which prohibits discrimination on the basis of race, color, national origin or sex in connection with funds made available pursuant to the Act. Section 109 also prohibits discrimination on the basis of age and disability as provided in:

a. Age Discrimination Act of 1975 (42 USC 6101-07) and implementing regulations at 24 CFR Part 146.
b. Section 504 of Rehabilitation Act of 1973 (29 USC 794) and implementing regulations at 24 CFR Part 8. For the purposes of the Emergency Solutions Grants Program, the term "dwelling units" in 24 CFR Part 8 shall include sleeping accommodations.

4. Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), which requires that, to the greatest extent feasible, opportunities for training and employment be provided to lower-income persons in the project area that contracts for work in connection with the project be awarded to businesses in, or owned in substantial part by, residents of the project area. Regulations are at 24 CFR Part 135.
5. Executive Order 11246 (1965), which prohibits discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action in connection with Federally assisted construction contracts. Regulations are at 24 CFR Part 130 and 41 CFR Part 60-1.
6. Executive Orders 11625, 12432 and 12138 requiring efforts to encourage the use of minority and women's business enterprises in connection with activities funded by this subcontract.
7. 42 USC 11375, which requires that, to the maximum extent practicable, **Contractor** shall involve homeless individuals and families in the construction, renovation, maintenance and operation of the facilities assisted under the ESG Program and in the provision of services for occupants of these facilities.

Affirmatively Furthering Fair Housing

Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funding recipients. Sub grantees will have a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act. Protected classes include race, color, national origin, religion, sex, disability, and familial status.

Drug-Free Workplace

The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21 apply to HPRP. The sub grantee must have and follow policies stating that it is unlawful for employees distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(a) Establishing an ongoing drug-free awareness program to inform employees about:
(b) The dangers of drug abuse in the workplace;
(c) The grantee's policy of maintaining a drug-free workplace;
(d) Any available drug counseling, rehabilitation, and employee assistance programs; and
(e) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Discharge Policy

The sub grantee must have an established policy for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons.

Lead-Based Paint

Title IV of the Lead-Based Paint Poisoning Prevention Act (42 USC 4831, et. seq.) which prohibits the use of lead-based paint in residences for which Federal assistance is provided. Regulations found at 24 CFR Part 35.

EXECUTED BY:
Subcontractor (Emergency Shelter)

Women's Resource Center, Inc.

Signature

Jo Ann Smith, Executive Director
Name Title

January 2, 2013
Date

EXECUTED BY:
Name of Contractor (Sponsor)

City of Norman

Signature

Cindy S. Rosenthal, Mayor
Name Title

January 22, 2013
Date

ATTEST:

City Clerk

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY _____ DATE 1/14/13

Emergency Solutions Grant Program (ESG)

FY'12 Project Budget Summary

COST CATEGORY	For Fiscal Use Only	ESG Requested Funds	Match Funds 555830	Project Total
Tier I: 40% of Grant Funds awarded must be spent on Prevention and/or Rapid Rehousing Services **Tier II: 60% of Grant Funds awarded may be spent on Prevention and/or Rapid Re-Housing Services**				
Administration (3.75%)		$3,750		$3,750
HMIS				
Emergency Shelter:				
Operations		$36,250	$100,000	$136,250
Essential Services		$10,000		$10,000
RA Assistance				
Total Emergency Shelter		$46,250	$100,000	$150,000
Total Street Outreach – Essential Services				
Rapid Re-Housing Services				
Housing Relocation and Stabilization Services		$10,000		$10,000
Tenant-Based Rental Assistance		$10,000		$10,000
Project-Based Rental Assistance				
Total Rapid ReHousing		$20,000		$20,000
Homelessness Prevention Services:				
Housing Relocation and Stabilization Services		$20,000		$20,000
Tenant-Based Rental Assistance		$10,000		$10,000
Project-Based Rental Assistance				
Total Preventive Services		$30,000		$30,000
	TOTAL	$100,000	$100,000	$200,000

Signature of Authorized Official

June 12, 2012
Date

PURCHASE REQUISITION NBR: 0000211733

STATUS: PRE-AUDIT APPROVAL

REQUISITION BY: JMCCART

REASON: ESG GRANT

DATE: 1/07/13

SHIP TO LOCATION: COMMUNITY DEVELOPMENT

SUGGESTED VENDOR: 2257 WOMEN'S RESOURCE CENTER INC

DELIVER BY DATE: 1/07/13

1	ESG GRANT COMMODITY: GRANTS SUBCOMMOD: CDBG	100000.00	DOL	1.0000	100000.00

REQUISITION TOTAL: 100000.00

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	02140014634775	Miscellaneous Services WRC		100.00	100000.00
					100000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

K-1213-144

City of Norman, OK

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

Master

File Number: K-1213-145

File ID:	K-1213-145	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 26	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**	$100,000.00	**File Created:**	01/03/2013
File Name:	K-1213-145 ESG Contract with ODOC for The Salvation Army			**Final Action:**	

Title: CONTRACT NO. K-1213-145: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF COMMERCE ACCEPTING AN EMERGENCY SOLUTIONS GRANT IN THE AMOUNT OF $100,000 TO BE USED BY THE SALVATION ARMY, INC., FOR HOUSING RELOCATION AND STABILIZATION SERVICES FOR THE HOMELESS AND FAMILIES SEEKING ASSISTANCE AND BUDGET APPROPRIATION.

Notes: ACTION NEEDED: Motion to approve or reject Contract No. K-1213-145 with the Oklahoma Department of Commerce accepting an Emergency Solutions grant in the amount of $100,000 to be used by the Salvation Army, Inc.; and, if approved, authorize the execution thereof and appropriate $100,000 from Other Revenue/Emergency Shelter Grant Program (021-0000-331.13-19) to Miscellaneous Services/Salvation Army (021-4001-463.47-78).

ACTION TAKEN: _____

Agenda Date: 01/22/2013

Agenda Number: 26

Attachments: Text File ODOC Salvation Army, List of Agency Contracts, ODOC Grant Salvation Army, K-1213-145

Project Manager: Linda Price, Revitalization Manager

Entered by: linda.price@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-145

Body

BACKGROUND: Beginning in 1987 the City of Norman sponsored local homeless agencies for funding from the U.S. Department of Housing and Urban Development (HUD) that was provided to the Oklahoma Department of Commerce (ODOC) for distribution. On May 3, 2012 ODOC announced Requests for Applications (RFA) for Funding for the Emergency Solutions Grant (ESG) Program. It is a requirement of

ODOC that Emergency Solutions Grant (ESG) Program applications are sponsored by a unit of local government. Each application submitted by a unit of local government, designates a homeless service provider that will receive the pass thru funding for the designated activities. On May 3, 2012 ODOC announced Requests for Applications (RFA) for Funding for the ESG. The RFA's were for 2012 funds.

The 2012 allocation of funding was $1,604,890 statewide. The process to secure the funds was done through a statewide competition with scoring done by ODOC. There were two tiers of funding available per application depending on the services that were applied for, with each tier having the amount of $50,000 each with a maximum award of $100,000 per agency. Applications for these funds were due at ODOC on June 15, 2012. Funding was expected to be available from approximately October 1, 2012 through September 30, 2013. The contract period will be October 1, 2012 through September 30, 2013, although the contracts are just now available to approve. Eligible expenditures from October 1, 2012 will be able to be reimbursed by the grant. All ESG expenditures by the homeless service agency are on a reimbursement basis from the City of Norman who is then reimbursed by ODOC.

Eligible Components for 2012 Allocation

General Administration Activities - 3.75% max

Street Outreach -Subject to the expenditure limits, ESG funds may be used for costs of providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent, non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility.

Emergency Shelter Operations - Subject to the expenditure limit in § 576.100(b), ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters, renovating buildings to be used as emergency shelter for homeless families and individuals, and operating emergency shelters.

Homeless Prevention -ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the "homeless" definition in § 576.2.

Rapid Rehousing Assistance - ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing.

On May 22, 2012 City Council authorized the submittal of five applications to ODOC for the Emergency Solutions Grant for five agencies including Salvation Army, Inc. All of the applications were prepared by the agencies in consultation with the Continuum of Care and City of Norman staff. Distribution of funding to a nonprofit is permitted only when the unit of general local government, in which the assisted project is to be located, certifies that it approves the proposed project. This certification was submitted to ODOC with the application.

DISCUSSION: The application submitted by the City of Norman for Salvation Army, Inc. requested $100,000, and was awarded $100,000. The $100,000 is to be used for costs of operation, homeless prevention and rapid re-housing activities. Contract No. K-1213-145 is between the City of Norman and ODOC for Salvation Army, Inc. The following Contract No. K-1213-146 is between the City of Norman and Salvation Army, Inc. for the same amount.

RECOMMENDATION: Staff recommends approval of contract K-1213-145 between the Oklahoma Department of Commerce and the City of Norman for the Emergency Solutions Grant in the amount of $100,000; and approval to appropriate $100,000 from fund balance account number 021-0000-253.20-00 into expenditure account number 021-4001-463.47-78 (Salvation Army).

		Contract Amount	50% of funds provided by agency for project	Total Project Cost
K1213-139	ODOC 15381 - City of Norman	$ 50,000.00	$ -	
K1213-140	City of Norman - Food and Shelter, Shelter Agreement	$ 50,000.00	$ 50,000.00	$ 100,000.00
K1213-141	ODOC 15383 - City of Norman	$ 100,000.00	$ -	
K1213-142	City of Norman- East Main Place, Shelter Agreement	$ 100,000.00	$ 100,000.00	$ 200,000.00
K1213-143	ODOC 15380 - City of Norman	$ 100,000.00	$ -	
K1213-144	City of Norman - Women's Resource Center, Shelter Agreement	$ 100,000.00	$ 100,000.00	$ 200,000.00
K1213-145	ODOC 15382 - City of Norman	$ 100,000.00	$ -	
K1213-146	City of Norman - The Salvation Army, Shelter Agreement	$ 100,000.00	$ 100,000.00	$ 200,000.00
K1213-147	ODOC 15384 - City of Norman	$ 100,000.00	$ -	
K1213-148	City of Norman - Thunderbird Clubhouse, Shelter Agreeement	$ 100,000.00	$ 100,000.00	$ 200,000.00

FEI #: 736005350

CONTRACT -
PART I
SUMMARY AND SIGNATURES

Contracting Agency:	Oklahoma Department of Commerce State of Oklahoma (ODOC)
Contractor:	City of Norman
Contract Title:	
Contract Number:	15382 ESG 12
Federal Amount:	$100,000.00
Match Amount:	$100,000.00
Contract Amount:	$200,000.00
Source:	U.S. Department of Housing and Urban Development (HUD). Catalog of Federal Domestic Assistance (CFDA) Number 14.231
Funding Period:	October 1, 2012 through September 30, 2013

Submit Requisitions to:
Community Development
Oklahoma Department of Commerce

900 North Stiles
Oklahoma City, OK 73104-3234

Issue Payment To:
City of Norman
PO Box 370
Norman, OK 73070

AGREEMENT COMPONENTS:

Part I - Summary and Signatures

Certification Regarding Lobbying
PART II - GENERAL TERMS AND CONDITIONS

1. AVAILABILITY OF FUNDS

Payments pursuant to this contract are to be made only from monies made available to the Oklahoma Department of Commerce (ODOC) by the United States Department of Housing and Urban Development (HUD) for the Emergency Solutions Grant Program. Notwithstanding any other provisions, payments to Contractor by ODOC are subject to the availability of such funds to ODOC as determined by Federal and/or State action and/or law. ODOC may take any action necessary in accordance with such determination.

2. MODIFICATION (AMENDMENT)

a. This contract is subject to such modification as may be required by Federal or State law or regulations. Any such modification may be done unilaterally by ODOC.

b. Any modifications to the contract and budget attached hereto and made a part hereof, other than the modifications set forth in paragraph 2(a) above, must be

approved in writing, in advance, by ODOC.

c. This contract is for a one (1) year project but, under certain circumstances and with ODOC approval, may possibly be extended.

d. A waiver by ODOC of any provision of this contract must be in writing and signed by the Director of ODOC or his designee.

3. ODOC

ODOC will provide funding for the project up to the total contract amount.

4. CONTRACTOR

a. The Contractor agrees to perform those duties, obligations and representations contained in its application and to be bound by the provisions of its application and all amendments thereto, which were submitted to and accepted by ODOC in contemplation of this contract, said application being incorporated herein and made a part hereof by reference. Any conflict between said application and the provisions of this contract shall be controlled by Part II of this contract.

b. In no event will any subcontractor incur obligation on the part of ODOC.

c. The Contractor is responsible for ensuring that the respective recipients of the funds provided in this contract carry out their programs in compliance with the requirements of 24 CFR, Part 576, of the Federal Register.

d. The Contractor will avoid involuntarily displacing lower-income persons. If such displacement is unavoidable, the Contractor shall take action to mitigate any adverse effects on these persons.

5. EMPLOYEE BENEFITS

Contractor has full responsibility for payment of Workers' Compensation insurance, unemployment insurance, social security, State and federal income tax, and any other deductions required by law for its employees.

6. CERTIFICATIONS BY CONTRACTOR

a. Contractor expressly agrees to be solely responsible to ensure that the use of monies received under this contract complies with all federal, State and local statutes, regulations and other legal authority, all as modified from time to time, that affect the use of said monies.

b. Contractor specifically certifies and assures that it will comply with applicable terms of the following statutes, regulations and executive orders:

(1) Non-Discrimination and Equal Opportunity

(a) Title VI of the Civil Rights Act of 1964 (42 USC §§2000d, et seq.), which prohibits discrimination on the basis of race, color or national origin under any program receiving federal funds. HUD regulations are at 24 CFR Part 1.

(b) The requirements of the Fair Housing Act (42 USC §§3601-19) and implementing regulations at 24 CFR Part 100.

(c) Executive Order 11063 (1962) as amended by Executive Order 12259 (1981), which requires equal opportunity in housing. HUD regulations are at 24 CFR Part 107.

(d) 42 USC §5309, which prohibits discrimination on the basis of race, color, familial status, national origin or sex in connection with funds made available pursuant to the Act. This section also prohibits discrimination on the basis of age and disability as provided in:

[1] Age Discrimination Act of 1975 (42 USC §§6101-07) and implementing regulations at 24 CFR Part 146.

[2] Section 504 of Rehabilitation Act of 1973 (29 USC §794) and implementing regulations at 24 CFR Part 8. For the purposes of the Emergency Solutions Grants Program, the term "dwelling units" in 24 CFR Part 8 shall include sleeping accommodations.

(e) Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), which requires that, to the greatest extent feasible, opportunities for training and employment be provided to lower-income persons in the project area and that contracts for work in connection with the project be awarded to businesses in, or owned in substantial part by, residents of the project area. Regulations are at 24 CFR Part 135.

(f) Executive Order 11246 (1965), which prohibits discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action in connection with federally assisted construction contracts. Regulations are at 24 CFR Part 130 and 41 CFR Part 60-1.

(g) Executive Orders 11625, 12432 and 12138 requiring efforts to encourage the use of minority and women's business enterprises in connection with activities funded by this contract.

(h) 42 USC 11375(c)(7), which requires that, to the maximum extent practicable, Contractor shall involve homeless individuals and families in the construction, renovation, maintenance and operation of the facilities assisted under the ESG

Program and in the provision of services for occupants of these facilities.

c. The Contractor shall require the shelter to certify and make known that use of the facilities and services are available to all on a nondiscriminatory basis. Where the procedures a shelter intends to utilize to make known the availability of such facilities and services are unlikely to reach persons with disabilities or persons of any particular race, color, religion, sex, age, familial status, national origin or disability within their service area who may qualify for them, the shelter must establish additional procedures that will ensure these persons are made aware of the facilities and services. Shelters must also adopt and implement procedures designed to make available to interested persons information concerning the existence and location of services and facilities that are accessible to persons with a disability. (24 CFR Part 576.79(a)(6).

d. Drug-Free Workplace

(1) The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21 apply to the Emergency Solutions Program. The sub grantee must have and follow policies stating that it is unlawful for employees distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an ongoing drug-free awareness program to inform employees about:

(a) The dangers of drug abuse in the workplace;

(b) The grantee's policy of maintaining a drug-free workplace;

(c) Any available drug counseling, rehabilitation, and employee assistance programs; and

(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

e. Affirmatively Furthering Fair Housing

(1) Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funding recipients. Sub grantees will have a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act. Protected classes include race, color, national origin, religion, sex, disability, and familial status.

f. Discharge Policy

(1) The sub grantee must have an established policy for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons.

g. The Contractor certifies that it is in compliance with 25 O.S.§1313(B).

h. The patent rights to any discovery or invention developed as part of the specific activity funded by Community Development Block Grant funds shall belong to the United States Department of Housing and Urban Development.

7. OTHER FEDERAL REQUIREMENTS (REHABILITATION ONLY)

a. No costs shall be incurred until after the Contractor has received written notice from ODOC that the Contractor has satisfied the specific requirements listed below for release of funds. The Contractor shall submit to ODOC a "Request for Release of Funds" and required supporting documentation as follows:

(1) Environmental Review: The Contractor shall complete an Environmental Review for each rehabilitation project (See Requirement 702).

(a) Finding of Exemption: With regard to the environmental requirements of NEPA and the environmental requirements of related federal authorities, it is the finding of ODOC that the activity of Administration located in 24 CFR 58.34(a)(3) is an exempt activity. Upon execution of this contract the activity of administration requires no further environmental review.

(b) Finding of Categorical Exclusion Exempt From 24 CFR 58.5: With regard to the environmental requirements of NEPA and the environmental requirements of related federal authorities, it is the finding of ODOC that the activities of Operations, Services and Prevention located in 24 CFR 58.35(b) are Categorically Excluded activities not subject to 58.5. Upon execution of this contract these activities require no further environmental review.

(c) Rehabilitation and Non-Rehabilitation Projects: If funds provided by this contract are being passed through the Contractor to another entity, an agreement between the Contractor and the other entity setting forth the terms and conditions for use of said funds must be submitted to ODOC prior to disbursement of any funds and must also be kept on file by the Contractor. Said contract must be executed and in place within 30 days of the start date of this contract.

b. Labor Standards

(1) Contract Work Hours and Safety Standards Act (40 USC §§327, et seq.), which requires over-time compensation. Regulations are at 29 CFR Section 5.

(2) The provision of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.

c. Environment

(1) The Contractor's chief executive officer hereby assumes the status of a responsible federal official under the National Environmental Policy Act of 1969 and accepts jurisdiction of the State and federal courts for the purpose of enforcement responsibilities as such an official.

d. Acquisition and Relocation

(1) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §§4601-4655. Section 305 of Title III and Section 210 of Title II require State and local recipients to comply with real property acquisition and relocation requirements set forth in said Act. Regulations are at 49 CFR, Part 24, Subpart B.

(2) Costs arising under the URA are eligible for federal financial assistance in the same manner and to the same extent as other program or project costs (see 42 U.S.C. 4631(a)).

e. Lead-Based Paint

Title IV of the Lead-Based Paint Poisoning Prevention Act (42 USC §§4801, et seq.), which prohibits the use of lead-based paint in residences for which Federal assistance is provided. Regulations are at 24 CFR Part 35, subparts A, B, M and R shall apply to housing occupied by families receiving assistance through ESG.

f. Termination of Assistance

Section 415 of the Stewart B. McKinney Homeless Assistance Act (42 USC §11275) as amended by Section 1402(d) of the Housing and Community Development Act of 1992, which requires the Contractor to establish and comply with a formal process for the termination of assistance to any individual or family.

8. HOLD HARMLESS CLAUSE

Contractor shall, within limitations placed on such entities by State law, save

harmless the State of Oklahoma, its agents, officers, and employees from all claims and actions, and all expenses defending same, that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by Contractor. Contractor shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark, copyright, or from any claim or amounts arising or recovered under Workers' Compensation Law or any other law. In any agreement with any subcontractor or any agent for Contractor, Contractor will specify that such subcontractors or agents shall hold harmless the State of Oklahoma, its agents, officers, and employees, for all the hereinbefore described expenses, claims, actions, or amounts recovered.

9. POLITICAL ACTIVITY

a. All employees of the Contractor shall observe the limitations on political activities to which they may be subject under the Hatch Act (5 USC §§1501, et seq., 18 USC §595).

b. No portion of the contract funds may be used for any political activity or to further the election or defeat of any candidate for public office.

c. No portion of the contract funds may be used for lobbying activities.

d. Lobbying and Disclosure Requirements

To the best of the Contractor's knowledge and belief:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(3) It will require that the language of paragraphs 1 and 2 of this certification be

included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

10. NO-CONFLICT COVENANTS

a. Contractor covenants that no officers or employees of any governing board of Contractor have any interest, direct or indirect, and that none shall acquire any such interest during their tenure or for one year thereafter that would conflict with the full and complete execution of this contract. Contractor further covenants that in the performance of this contract no person having any such interest will be employed.

b. In addition to paragraph 10(a) above, Contractor shall assure that no agent, consultant or nonprofit recipient who receives funds from this contract and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or those with whom he or she has family or business ties during his or her tenure or for one year thereafter.

11. PUBLICATIONS AND OTHER MATERIALS

a. No material produced in whole or in part under this contract shall be subject to copyright in the United States or any other country. ODOC shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this contract.

b. Any publication or other material produced as a result of this contract shall include in a prominent location near the beginning the following statement:

This (type of material) was financed in whole or in part by funds from the U.S. Department of Housing and Urban Development as administered by the Oklahoma Department of Commerce.

12. CONTRACT ADMINISTRATION

a. Contractor shall comply with Treasury Circular 1075 concerning cash management of federal funds, and with ODOC requirements pursuant thereto, which are set forth in the ODOC Contractors Implementation Manual.

b. Contractor shall comply with 24 CFR Part 85 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 24 CFR Parts 50 and 576 and OMB Circular A-87, Cost Principles

for State and Local Governments, except as directed otherwise in writing by ODOC, as they relate to the application, acceptance and use of federal funds, and with ODOC requirements pursuant thereto, which are set forth in the ODOC Contractors Implementation Manual.

c. All contractual agreements between the Contractor and any primarily religious organizations receiving funds provided by this contract must include the following assurances in addition to, and not in substitution for, other provisions of this contract regarding the provisions of essential services and/or the payment of operational costs for emergency shelters pursuant to the Emergency Solutions Grants Program. The Provider:

(1) Represents that it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization; and

(2) Agrees that, in connection with such essential services and operational costs:

(a) It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

(b) It will not discriminate against any persons seeking emergency shelter and related services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

(c) It will provide no religious instructions or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of services or the use of facilities or furnishings assisted in any way under this contract.

13. RELEASE OF FUNDS

a. In the case of a rehabilitation project, funds provided by this contract shall not be obligated or expended until ODOC has issued a "Authority To Use Grant Funds". This notice shall not be issued until the Contractor has submitted a "Request for Release of Funds" and all required Environmental Review documentation and/or Sponsor Shelter Agreement has been submitted.

b. In the case of a non-rehabilitation project, funds provided by this contract will not be disbursed until ODOC has received the RFROF and the sponsor shelter agreement where applicable.

c. The Sponsor Shelter Agreement is to be submitted to ODOC if funds provided by

this contract are being passed through the Contractor to another entity. This agreement setting forth the terms and conditions for use of funds must be submitted to ODOC within 30 days of contract start date. If rehabilitation (major or otherwise) is involved, the agreement must include a signed statement that will comply the building use and accessibility requirements as outlined in the ESG Implementation Manual.

14. COMPENSATION TO CONTRACTOR

a. Funds made available pursuant to this contract shall be used only for expenses incurred during the period funded as specified in Part I for the purposes and activities approved and agreed to by ODOC. No ODOC funds may be used for expenses incurred either prior to or after the time period specified.

b. Contractor shall match funds provided under this contract, dollar for dollar, as set forth in its application. Contractor shall expend match funds proportionate to the expenditure of ESG funds monthly. Monthly submission of expenditure reports should reflect the expenditure of both match and ESG funds.

c. ODOC shall disburse funds to the Contractor upon receipt and approval by ODOC of timely, properly executed Requests for Funds. The Contractor may submit a Request for Funds as often as necessary to meet its financial obligations. All funds received shall be expended within three (3) days of receipt. The Contractor shall submit an actual Monthly Expenditure Report by the twentieth (20th) of the following month, regardless of whether or not funds have been expended that month.

d. All requests for funds should be submitted to ODOC during the period funded. A final claim may be submitted no later than 60 days after the final date of the period funded. Said claim will be allowed only for reimbursement of actual expenditures. Any claim submitted after the 60 days may be disallowed by ODOC.

e. If ODOC determines that payment based on estimated expenditures is resulting in accumulation of excessive balances of cash on hand, ODOC may modify the basis for compensation to Contractor to effect proper cash management.

f. If a question arises as to the validity of any claim made under this contract and the parties are unable to resolve such question by negotiation, then the Contractor may request a resolution of the question pursuant to the terms of this contract and the administrative procedures available through ODOC rules promulgated pursuant to the Oklahoma Administrative Procedures Act, 75 O.S. §§251, et seq.

g. All funds provided for activities must be obligated within 120 days of the contract start date and expended within 12 months of the contract start date.

h. (Street Outreach Component.) Subject to the expenditure limits, ESG funds may be used for costs of providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent, non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility. For the purposes of this grant, the term "unsheltered homeless people" means individuals and families who qualify as homeless under paragraph (1)(i) of the "homeless" definition under § 576.2. The eligible costs and requirements for the Street Outreach Component consist of such services listed in the companion Contractor Implementation Manual.

i. (Emergency Shelter Component.) Subject to the expenditure limit in § 576.100(b), ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters, renovating buildings to be used as emergency shelter for homeless families and individuals, and operating emergency shelters. The eligible costs and requirements for the Emergency Shelter Component consist of such services listed in the companion Contractor Implementation Manual.

j. (Homelessness Prevention) ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the "homeless" definition in § 576.2. This assistance, referred to as homelessness prevention, may be provided to individuals and families who meet the criteria under the "at risk of homelessness" definition, or who meet the criteria in paragraph (2), (3), or (4) of the "homeless" definition in § 576.2 and have an annual income below 30 percent of median family income for the area, as determined by HUD. The costs of homelessness prevention are only eligible to the extent that the assistance is necessary to help the program participant regain stability in the program participant's current permanent housing or move into other permanent housing and achieve stability in that housing. Homelessness prevention must be provided in accordance with the housing relocation and stabilization services requirements in § 576.105, the short-term and medium-term rental assistance requirements in § 576.106, and the written standards and procedures established under § 576.400. The eligible costs and requirements for Homelessness Prevention consist of such services listed in the companion Contractor Implementation Manual.

k. (Rapid Re-housing assistance component) ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. This assistance, referred to as rapid re-housing assistance, may be provided to program participants who meet the criteria under paragraph (1) of the "homeless" definition in § 576.2 or who meet the criteria under paragraph (4) of the "homeless"

definition and live in an emergency shelter or other place described in paragraph (1) of the "homeless" definition. The rapid re-housing assistance must be provided in accordance with the housing relocation and stabilization services requirements in § 576.105, the short- and medium-term rental assistance requirements in § 576.106, and the written standards and procedures established under §576.400. The eligible costs and requirements for Rapid Re-housing consist of such services listed in the companion Contractor Implementation Manual.

l. [Homeless Management Information System (HMIS) Component] The subrecipient may use ESG funds to pay the costs of contributing data to the HMIS designated by the Continuum of Care for the area. The eligible costs and requirements for Data Collection consist of such services listed in the companion Contractor Implementation Manual.

m. Paying costs of staff to travel to and attend HUD-sponsored and HUD-approved training on HMIS and programs authorized by Title IV of the McKinney-Vento Homeless Assistance Act;

n. Paying staff travel costs to conduct intake; and

o. Paying participation fees charged by the HMIS Lead, if the subrecipient is not the HMIS Lead. The HMIS Lead is the entity designated by the Continuum of Care to operate the area's HMIS.

p. The Contractor may use up to 3.75 percent (3.75%) of the contract for administration of the approved activities.

q. All or part of the funds provided by this contract may be distributed to nonprofit recipients, as identified in the approved application, for eligible activities.

r. Only activities listed in this contract or in the companion Contractors Implementation Manual as eligible activities that can be charged to this grant.

15. PROCUREMENT

a. Procurement, management and disposition of property acquired with contract funds shall be governed by Federal and State law, except as otherwise directed by ODOC in the Contractors Implementation Manual. Applicable State laws include the Public Competitive Bidding Act of 1974, 61 O.S. 101, et seq.

b. Materials acquired for construction purposes shall be deemed real property once they have become a part of the construction.

16. RECORDS, REPORTS, DOCUMENTATION

a. Contractor shall maintain records and accounts, including property, personnel and financial records, that properly document and account for all project funds. Specific types and forms of record are required by the ODOC Contractors Implementation Manual. The Manual is hereby annexed and incorporated and made a part of this contract. The Manual may be amended during the current contract period by ODOC. All amendments shall be based on changes in Federal and State laws or regulations and shall be mailed to the Contractor at the address indicated in Part I of the contract. Requirements pertaining to the maintenance of records, reports and documentation are included in the companion Contractors Implementation Manual.

b. Contractor shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this contract for at least five (5) years from the date of submission of the Final Expenditure Report or until all audit findings have been resolved, whichever is later. All records and accounts shall be made available on demand to the Oklahoma State Auditor and Inspector, the U. S. Department of Housing and Urban Development, the Comptroller General and ODOC, its agents and designees, for inspection and use in carrying out its responsibilities for administration of funds.

c. Contractor shall develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted with Emergency Solutions Grant funds and to ensure that the address and location of any family violence shelter project assisted with Emergency Shelter Grant funds will, except with written authorization of the person or persons responsible for the operation of such shelter, not be made public. Requirements pertaining to the development and implementation of required procedures are included in the companion Contractors Implementation Manual.

d. During the contract period, the Contractor shall submit Monthly Progress Reports and one (1) Final Report to ODOC. The reports will be due as follows:

(1) Monthly Progress Reports due the 20th of each month, reporting information from previous month.

(2) November 30, 2013: Final Report (due with closeout).

e. The Contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of this contract.

17. CLOSING OUT OF PERIOD FUNDED

a. Contractor shall promptly return to ODOC any funds received under this contract

that are not expended as of the final date of the period funded. Funds shall be considered expended only if goods and services have been received as of the final date of the period funded.

b. ODOC may unilaterally modify this contract to subtract the total amount of funds not obligated by the Contractor as of the final date of the period funded.

c. Contractor shall submit Closeout Documents in accordance with the forms and Requirement in the Contractors Implementation Manual no later than 60 days after the final date of the period funded or upon completion of the project.

18. AUDIT, DISALLOWED COSTS

a. The Contractor shall comply with ODOC's Audit Policies and Audit Procedures, which are incorporated herein and made a part hereof.

b. Contractor shall provide ODOC with timely copies of reports on any audits that include funds received from ODOC.

c. In the event an audit results in the determination that the Contractor has expended contract funds on unallowable costs, the Contractor shall reimburse ODOC in full for all such costs.

19. PROGRAM INCOME

Contractor shall account to ODOC for all program income resulting from this agreement. Disposition of program income will be determined by ODOC.

20. INTERPRETATION, REMEDIES

a. In the event the terms or provisions of this contract are breached by either party or in the event that a dispute shall arise between the parties regarding the meaning, requirements or interpretation of the terms and provisions of this contract, then such breach or dispute shall be resolved pursuant to the terms of this contract and the administrative procedures available through ODOC rules established pursuant to the Oklahoma Administrative Procedures Act, 75 O.S. §§251, et seq.

b. Neither forbearance nor payment by ODOC shall be construed to constitute waiver of any remedies for any default or breach by Contractor that exists or occurs later.

21. TERMINATION OR SUSPENSION

a. This contract may be terminated or suspended in whole or in part at any time by written agreement of the parties.

b. This contract may be terminated or suspended by ODOC, in whole or in part, for cause, after notice and an opportunity for Contractor to present reasons why such action should not be taken. Procedures for such a process shall be in accordance with the General Rules of Practice and Procedure of the Department. Grounds constituting cause include but are not limited to:

(1) Failure of Contractor to comply with provisions of this contract or with any applicable laws, regulations, guidelines or procedures, including ODOC requirements and issuances, or undue dilatoriness in executing its commitments under this contract.

(2) Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.

(3) Submission by Contractor of incorrect or incomplete documentation pertaining to this contract.

(4) Undue dilatoriness by Contractor in executing its commitments under a prior contract with ODOC, including, but not limited to, submission of any audits due, resolution of audit findings and monitoring results.

c. In the event of termination or suspension, Contractor shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action, and to reimbursement for reasonable and necessary expenses. Contractor shall reduce to the minimum possible all obligations, prepaid expenses and other costs.

d. Contractor shall not be relieved of liability to ODOC for damages sustained by ODOC by virtue of any breach of this contract by Contractor. ODOC may withhold payments due under this agreement pending resolution of the damages.

22. SEVERABILITY CLAUSE

If any provision under this contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.

SPECIAL CONDITIONS:

SIGNATURES – EXECUTION OF CONTRACT

The rights and obligations of the parties to this contract are subject to and governed by Part II – Terms and

Conditions. To the extent of any inconsistency between the general and the specific, the specific governs.

I certify that I am authorized to sign this document, and any attachments or addendums thereto, and I have read and agree to all parts of the contract.

Executed by:City of Norman

Signature of Authorized Official

Date

Executed by:
OKLAHOMA DEPARTMENT OF COMMERCE

Signature of Authorized ODOC Official

Date

ATTEST:

City Clerk

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY _____ DATE 1/4/13

Oklahoma Department of Commerce
Office of Community Development
Application for Financial Assistance FY 2012 Emergency Solutions Grant Program

1.a. Type of Submission ☐ Rehabilitation/Conversion ■ Non Rehabilitation/Conversion	2.a. Has the Shelter received ESG funds in previous years? If yes, indicate which year and contract numbers. 5039 ESG 92 7171 ESG 95 8038 ESG 97 8415 ESG 98 11684 ESG 05 11244 ESG 06 14202 ESG 10
3a. Applicant Name (Sponsor) The City of Norman	3b. Shelter Name The Salvation Army, A Georgia Corporation
3c. Applicant address PO Box 370, Norman, OK 73070	3d. Shelter mailing address, street address PO Box 1092; 318 E. Hayes, OK 73069
3e. Applicant contact name, email address and phone number Linda Price 405-366-5439 Linda.price@normanok.gov	3f. Shelter contact name, email address and phone number Major Dan Proctor 405-246-1070 Dan_Proctor@uss.salvationarmy.org
3g. County Cleveland	3h. County Code 14
4. Employer Identification Number (EIN) 7 3 — 6 0 0 5 3 5 0	4.a. DUNS Number 1 0 1 5 0 1 2 4 0
5. Applicant Category ■ City/Town ☐ County ☐ Community Action Agency	6. Estimated # beneficiaries We will be able to assist over 125 households (400 individuals) with this project.
7. Contract Start Date: **October 1, 2012** Contract Ending Date: **September 30, 2013**	8. Requested Funding for this Project:
9. Description of Project: , Operations, Homeless Prevention and Rapid Re-Housing.	Applicant (Match) $100,000 ESG Request $100,000 Other (Additional Funds) $ **Total Project: $200,000**
10a. Applicant State Legislative Districts (list individual county and district #) House 44, 45, 46, and 53; Senate 15, 16, and 17 10b. Shelter State Legislative Districts (list individual county and district #) House 44, 45, 46, and 53; Senate 15, 16, and 17	11. Does the Applicant have any ODOC audit exceptions? ☐ Yes, if "yes" attach explanation ■ No
12. To the best of my knowledge and belief, al data in this application are true and correct. The document has been duly authorized the Governing Body of the Applicant and the applicant will comply with the attached assurances if the assistance is awarded.	12a. Name/Title of Authorized Representative: Cindy S. Rosenthal, Mayor of the City of Norman
12b. Signature of Authorized Representative:	Cindy S Rosenthal
12d. Date Signed:	

ODOC Form 424
ESG 2012

COMMUNITY NEEDS

I-1. Due to the tremendous need in our county for these types of funds, we are applying for both tiers of funding, but will accept either tier if awarded.

In 2012, there were a total of 616 documented homeless persons in Cleveland County. This includes 491 households, with 393 of those households being unsheltered. While some homeless families and individuals are housed in emergency shelter or transitional housing, 456 total people were unsheltered during the Point in Time count in 2012. 269 children were unsheltered, and 11 children were in transitional shelter.

Clearly the need for services for homeless persons in Cleveland County is demonstrated in these numbers. In our agency alone we provided over 9,000 nights of lodging in our emergency shelter. The agencies in our service area are serving men, women, families, and children in every way possible.

I-2. Data showing proof of need is collected through the Point in Time count and through the "Homeless Management Information System" (HMIS) and our own in-house statistical tracking system.

PROPOSED USE OF FUNDS

II-1. The sub-populations that our shelter serves include: Children and Youth, Chronic Substance Abuser, Co-Occurring Disorders, Expectant Mothers, Persons with HIV/AIDS, Mentally Ill, Veterans, Victims of Domestic Violence, Chronic Homeless

II-2. The Salvation Army operates an on-site Emergency Shelter and provides accompanying services to homeless clients. Our emergency shelter is the only program in Cleveland County that provides immediate housing for the homeless. Our shelter has 7 beds for men, 6 beds for women, and 1 family room furnished with 2 beds and several cots. In addition we have 32 cots to be used as overflow units during inclement weather.

Upon entry into our shelter, clients are provided with sleeping quarters, showers, laundry facilities, and hygiene products.

We provide breakfast and dinner 365-days a year, free and open to the public. We are available to walk-ins and those who have just been released from jail, the hospital, or mental health services every day, including holidays. The Salvation Army partners with area hospitals and agencies to accept individuals being discharged from their programs.

Greater emphasis is placed on helping people quickly regain stability in permanent housing after experiencing a housing crisis or homelessness. We will expand homeless prevention and add a new rapid-rehousing assistance component.

II-3. Although we are not requesting funding for Street Outreach at this time, The Salvation Army Norman does implement Street Outreach services during times of disasters. While every disaster is unique and creates its own special needs, the core of The Salvation Army's disaster program consists of several basic services (Food Service, Shelter, Emergency Assistance, Donation Management, Emotional and Spiritual Care, Emergency Communications, Disaster Case Management, Clean-Up & Reconstruction and Partnerships). While these services address many of the typical needs of a disaster survivor, Salvation Army disaster relief is also flexible. Our services are adapted to the specific needs of individuals and communities and scalable according to the magnitude of the disaster. The Salvation Army is well known for arriving at the scene of a disaster, ready to feed the victims and assist in any way possible.

II-4. The emergency shelter opens every evening at 5:00 pm for dinner, with shelter space available at 6:00 pm to begin the check-in process. The shelter serves breakfast from 7:30 am to 9:00 am each morning. Our program is the only one of its kind in Cleveland County that offers breakfast and dinner every single day of the year. The Case Management Specialist will be available during the daytime hours of 9 am – 5 pm for case management, shelter intake, referrals, and other services. Our day shelter is open on Saturday and Sunday from 9 am - 5 pm. This schedule ensures that a

Salvation Army staff member is on the property and available for clients 24 hours a day, seven days a week.

II-5. Currently, our emergency shelter provides a 5-night stay for any individual or family every 30-day period; however, we offer extensions to those individuals who have met with our Housing Director and can prove that they have obtained gainful employment or will have housing in the next 7 days. In cases of extreme weather—nighttime highs above 100° or lows below 36° –we open our shelter to everyone, regardless of how many nights they have stayed in our shelter in the last 30 days. Cots are provided for these clients to sleep in our dining area or lobby.

If awarded Emergency Solutions Grant funds, we will begin screening clients for qualification into the rapid-rehousing or prevention programs. Eligible clients that are in need of temporary shelter will be admitted into our emergency shelter while a case plan is developed and can remain until permanent housing is obtained.

II-6. There is never a charge for any service that we offer.

II-7. One way that clients will be connected to our services is via the Central System for Intake. This is a centralized system for residents of Cleveland County to call and request assistance with Prevention and Rapid-Rehousing funds. Attached you will find more information on this new collaborative effort.

The Salvation Army has a unique opportunity to reach out to clients in our Emergency Shelter to assist with rapid-rehousing, as well as to connect to clients in need of prevention services through our Social Service programs. Clients in crisis often come to us as they are in danger of becoming homeless, and we are often a first stop for them when they are newly evicted.

Once a client has visited our offices and is in need of services, they will be immediately referred to our Case Management Specialist or the Director of Social Services. At this time, the client will be screened to determine eligibility in the Prevention or Rapid Rehousing Programs. Required documentation could include agency referrals, homeless certification, identification, social security cards, income verification, notice from landlord/invoice, lease/rental agreement, and utility bills. The employee will then place the client into the qualifying program and begin administering services.

As required by the program, the employee will conduct home visits as necessary to verify habitability and to check for lead based paint. All client information will be entered into HMIS throughout the process.

II-8. Currently, clients in our Emergency Shelter meet with the Director of Social Services to access case management. Services such as referrals to partner agencies, identification recovery services (obtaining birth certificates and identification cards), clothing vouchers, backpack distribution, bus pass applications, and assistance in accessing public funds are provided for all shelter clients. For clients on an extended stay, we offer budgeting assistance, extended case planning, and housing location assistance.

Proposed program funds would allow our Case Management Specialist to take this a step further. Clients that qualify for Rapid Rehousing or Prevention programs would have access to these funds. The Case Management Specialist will conduct an initial evaluation, including verifying and documenting eligibility. Together the Case Management Specialist and the client will determine the needs, and develop an individualized housing and service plan. Once the initial crisis has been solved (whether that be locating housing, paying back rent, or preparing for housing readiness), the client would meet with the Case Management Specialist once weekly for a month. This could be in person or by phone, as determined by the housing and service plan. After the first month, a schedule would be developed regarding follow up visits as the level of assistance required is determined. Monitoring and evaluating program participants is an ongoing process.

An individualized housing and service plan might include assistance in securing and coordinating services and obtaining federal and state local benefits, service/treatment goals, barriers to obtaining housing, available resources, and objectives with measurable outcomes. The housing and service plan will allow the administering employee the ability to monitor individual client progress towards Emergency Solutions Grant program goals of housing stability, increased skills/income, and greater self-determination.

The Case Management Specialist will be responsible for all case management activities, with the Director of Social Services providing backup and oversight.

11-9. Currently, upon entry into our shelter program, clients are invited to visit with our Director of Social Services. The Director will educate clients on the availability of transitional housing programs in the area, and can provide and assist in completion of applications and referrals to these programs as necessary. She coordinates with case managers from area agencies such as Food and Shelter, Inc., Community Action Agency, East Main Place, Central Oklahoma Community Mental Health Services, and others to determine client eligibility into these programs and to assist with the application process.

If awarded Emergency Solutions Grant program funds, the Case Management Specialist will take the above listed actions to determine program eligibility. If a client is in need of permanent housing, the Case Management Specialist will work with area landlords, assist with rental applications, and determine housing barriers. Following the individualized housing and service plan, qualifying expenses will be determined and action steps for the client would be set in place. These might include budgeting, employment search, counseling sessions, or debt reduction services.

II-10. The services that will be provided address the needs of the households serviced will allow them to become self-sufficient first by taking them out of their state of crisis. It is difficult for people to plan, find employment, budget, and follow a case plan when each night they are worried about where they are going to sleep. With a secure place to live, clients can focus on increasing their income, as well as developing the skills that they need to become self-sufficient. Having a stable home gives people the confidence needed to take the necessary steps to becoming a contributing member of society.

PERFORMANCE MEASURES

III-1. Local performance measures are as follows:

- Number of clients that move from emergency shelter into permanent housing
- Number of clients that report that our shelter is safe and secure
- Number of clients that increase income during their stay in our emergency shelter

III-2. If awarded both tiers, we expect to be able to serve 2,500 clients in our emergency shelter, rapid-rehousing, and prevention programs.

III-3. Data will be collected via the "Homeless Management Information System" (HMIS) and our own statistical tracking program.

COMMUNITY AND LOCAL GOVERNMENT COMMITMENT

IV-1. The Salvation Army is able to provide documentation of matching funds, as demonstrated in the ODOC-1 form.

IV-2. Although we are not using these funds for match, we would like to provide information on the following programs that demonstrate community commitment to our program:

- $155,000 raised in our Christmas Red Kettle Program
- $12,900 Share the Warmth allocation to provide utility assistance
- $6,600 Lend A Hand allocation to provide utility assistance
- $2,157 Oklahoma Fuel Funds allocation to provide utility assistance
- $25,000 United Way allocation for Emergency Shelter
- $35,000 United Way allocation for Social Services
- Weekly food donations provided by Olive Garden, Kentucky Fried Chicken, and Starbucks, as well as the local Farmers Market

CONTINUUM OF CARE REQUIREMENTS

V-1. The Continuum of Care of Cleveland County is a very active group. Attached you will find additional information explaining how the Continuum in our area operates. The Director of Social Services from The Salvation Army Norman is a member of the Continuum of Care Leadership Committee and helps make critical decisions within the Continuum. This group meets monthly for strategic planning purposes.

The Salvation Army is an integral part of the Continuum of Care in Cleveland County. As the only walk-in emergency shelter in the county, we serve as the first place that other agencies can refer the clients that are in need of emergency shelter.

The proposed services fit well into the local Continuum of Care Action plan because the services are addressing the immediate need for rapid rehousing and prevention in our area. Our Continuum is focused on ending and preventing homelessness, and these funds would help us to achieve those goals.

Attached you will find our CoC Agreement for HMIS Data Entry.

V-2. There are many different agencies that provide a plethora of services in Cleveland County. These include transitional housing programs, programs that provide rent and utility assistance, and health services, among others. The mainstream service providers in our area meet regularly as a group called the Cleveland County Assistance Network. At these meetings, which also include the City of Norman and the United Way, we discuss what funding is available, which programs are beginning and ending, and the requirements to apply for available assistance. This, along with the Continuum of Care meetings, allows us unique opportunities for collaboration with other agencies. We are always aware of which agencies have funding and how it is being spent.

Another benefit of this collaboration is that we are constantly communicating and are able to refer clients to the various programs in most cases with a written referral, phone call or e-mail.

V-3. The agencies with which we regularly meet and collaborate on a regular basis include Food and Shelter, Inc., Community Action Agency, East Main Place, Thunderbird Clubhouse, Bridges, and the Department of Human Services. The City of Norman and the United Way of Norman are very active in our collaborations as well, and this enables us to have all updated resources posted on the United Way website as well as 211.

V-4. Our shelter residents are invited to complete a survey upon exit from the shelter. Attached you will find a copy of this survey. The survey asks several simple questions, and is completely confidential. This survey allows us to see the areas in which improvement is needed, such as a need for more case management. The discovery that many of our clients felt that we were lacking in that area led to our addition of a Case Management Specialist in our office. Another example is the clients expressed a need for a bicycle rack, so that they are able to secure their bicycles during dinner and overnight. We were able to then get a bicycle rack donated from the City of Norman. We

are consistently looking for cost-effective ways to expand and improve services, and the input that we receive from clients is invaluable.

Additionally, our Director of Social Services is a formerly homeless individual. Her experiences give her a unique perspective when making decisions regarding policy and procedures. Having experienced homelessness and overcoming barriers to obtaining permanent housing, she brings an understanding to the struggles that these clients face, and can offer suggestions regarding the best way to serve the clients that find themselves newly homeless or in danger of losing their housing. We intend to place a formerly homeless member of the community onto our Advisory Board when an opening becomes available.

MATCH CERTIFICATION

SOURCES OF LOCAL MATCH:
[Attach supporting documentation for available match. Documentation should reflect funding availability during the ESG contract year.]

Other Federal (including pass-through funds, e.g., City CDBG, County FEMA, etc.)

_____	$ _____0_____
_____	$ _____0_____
_____	$ _____0_____
_____	$ _____0_____

State/Local Government Funding

_____	$ _____0_____
_____	$ _____0_____
_____	$ _____0_____
_____	$ _____0_____

Private (including recipient) Funding

Fund Raising/Cash	$ _____91,400_____
Loans	$ _____0_____
Building Value or Lease	$ _____0_____
Donated Goods	$ _____8,600_____
Donated Computers	$ _____0_____
New Staff Salaries	$ _____0_____
Volunteers ($5/hr)	$ _____0_____
Volunteer Medical/Legal	$ _____0_____
Other (specify)	$ _____0_____

I certify that the match funds have been identified and committed to support the proposed ESG project and have not been used to match previous ESG awards (i.e. the value of a donated building used as match in a 2010 ESG award cannot be used as match in 2011). This form is a description of the sources and amounts of such match funds, which are not being used as match for any other federal program.

Cindy S Rosenthal _____ 6-11-12 _____
Signature/Title Date

ODOC –1
ESG 2012

ODOC 2 – Local Government Certification

Emergency Solutions Grant (ESG) Program
To be submitted by the Units of General Local Government Applicants

I, Cindy S. Rosenthal, Chief Elected Official of the City of Norman, certify that the units of general local government will comply with the following:

1. The requirements of 24 CFR Sec. 576.53 and the January 9, 1989, Federal Register Notice of Fund Availability; Amended Program Requirements, concerning the continued use of buildings for which Emergency Solutions Grants are used for rehabilitation or conversion of buildings for use as emergency shelters for the homeless; or when funds are used solely for operating costs or essential services, concerning the population to be served.
2. The building standards requirement of 24 CFR Sec. 576.55.
3. The requirements of 24 CFR Sec. 576.56, concerning assistance to the homeless.
4. The requirements of 24 CFR Sec. 576.57, other appropriate provisions of 24 CFR Part 576, and other applicable Federal laws concerning nondiscrimination and equal opportunity.

I further certify that the units of general local government will comply with the provisions of, and regulations and procedures applicable under, section 104(g) of the Housing and Community Development Act of 1974 with respect to the environmental review responsibilities under the National Environmental Policy Act of 1969 and related authorities as specified in 24 CFR Part 58.

I further certify that the units of general local government and the shelter(s) conducting activities, funded in whole or in part with McKinney Act funds, to assist the homeless population in this jurisdiction, will administer, in good faith, a policy designed to ensure that the assisted homeless facility is free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

I further certify that the submission of an application for an emergency solutions grant is authorized under state and/or local law and that the local government possesses legal authority to carry out emergency solutions grant activities in accordance with applicable law and regulations of the Department of Housing and Urban Development.

Cindy S. Rosenthal, Mayor of the City of Norman
Name of Chief Elected Official and Title

Cindy S Rosenthal
Signature of Chief Elected Official

May 22, 2012
Date

ODOC -2
ESG 2012

ODOC 5 Applicant Assurances

Emergency Solutions Grant (ESG) Program
To be submitted by all Applicants

I, Cindy S. Rosenthal, Mayor of the City of Norman (title) certify that if awarded FY 2011 Emergency Solutions Grant funding, this Unit of Local General Government does assure:

1. Homeless individuals and families will be given assistance in obtaining:

   Appropriate case management, essential services, including transitional housing, permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living; and

   Other Federal, State, local, and private assistance available for such individuals.

2. Homeless individuals will be provided the opportunity for participation on the policymaking entity in accordance with 42 U.S.C. 11375 (d).

3. Homeless individuals and families will be involved in providing work or services pertaining to facilities or activities assisted under this part, in accordance with 42 U.S.C. 11375 (c) (7).

Cindy S. Rosenthal, Mayor of the City of Norman
Name and Title of Chief Elected Official (or) Executive Director of CAA

Cindy S Rosenthal
Signature

May 22, 2012
Date

ODOC-5
ESG 2012

ODOC 6 – Program Certifications

Emergency Solutions Grant
Program (ESG) Certifications

I, Cindy S. Rosenthal, Mayor
(Signature of Authorized Representative) (title)

of the City of Norman certify that the organization will comply with the following:
(name of organization)

Consolidated Plan – The 2010 HUD-approved Consolidated Plan.

Consistency with Plan – Housing activities to be undertaken with ESG funds are consistent with the strategic plan.

Confidentiality – Grant subrecipients must develop and implement procedures to ensure:
(1) The confidentiality of records pertaining to any individual provided with assistance; and
(2) That the address or location of any assisted housing will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the grantee.

Discharge Policy – Grant subrecipients must agree to develop and implement, to the maximum extent practicable and where appropriate policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons.

Affirmatively Further Fair Housing -- The local government or nonprofit will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction or state, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

HMIS – HUD's standards for participation in a local Homeless Management Information System and the collection and reporting of client-level information. (Domestic Violence Shelters exempt as stated in "VAWA Protections")

Cindy S. Rosenthal
Cindy S. Rosenthal, Mayor of the City of Norman
Authorized Signature/Official Title

May 22, 2012
Date

ODOC-6
ESG 2012

Certification of Consistency With the Consolidated Plan

U.S. Department of Housing and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.

(Type or clearly print the following information :)

Applicant Name: Salvation Army, A Georgia Corporation

Project Name: ESG 2012

Location of the Project: 318 E. Hayes, Norman, OK 73069

Name of the Federal Program to which the applicant is applying: Emergency Solutions Grant

Name of Certifying Jurisdiction: City of Norman

Certifying Official of the Jurisdiction Name: Linda R. Price

Title: Revitalization Manager

Signature: Linda R Price

Date: May 23, 2012

Form HUD-2991

Certification of Consistency With the Consolidated Plan

U.S. Department of Housing and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.

(Type or clearly print the following information :)

Applicant Name: Salvation Army, A Georgia Corporation

Project Name: ESG 2012

Location of the Project: 318 E. Hayes Norman OK 73069

Name of the Federal Program to which the applicant is applying: Emergency Solutions Grant

Name of Certifying Jurisdiction: City of Moore

Certifying Official of the Jurisdiction Name: Elizabeth Jones

Title: Director of Community Development

Signature: Elizabeth Jones

Date: May 23, 2012

Form HUD-2991

ODOC 7 - **Certification for Drug-Free Workplace**

I, Cindy S. Rosenthal, Mayor
(Signature of Authorized Representative (title)

of the City of Norman, certify that the organization will comply with the
(name of organization)

following:

Drug-Free Workplace --It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:

a. The dangers of drug abuse in the workplace;
b. The grantee's policy of maintaining a drug-free workplace;
c. Any available drug counseling, rehabilitation, and employee assistance programs; and
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. 4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
   a. (a) Abide by the terms of the statement; and
   b. (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted –
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;

7. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Additional Instructions for Drug-Free Workplace Certification

1 By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2 The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD,

in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3 Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

4 Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).

5 If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).

6 The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

201 W. Gray, Norman, Cleveland County, OK 73069

Place of Performance (Street address, city, county, state, zip code)
Check ____ if there are workplaces on file that are not identified here.
The certification with regard to the drug-free workplace is required by 24 CFR part 24, subpart F.

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of sub recipients or subcontractors in covered workplaces).

Cindy S Rosenthal, Mayor
Authorized Signature & Official Title

May 22, 2012
Date

ODOC-7
ESG 2012

ODOC 8 – Anti-Lobbying Certification

Certification for
EMERGENCY SOLUTIONS GRANT PROGRAM (ESG)

I, Cindy S. Rosenthal, , Mayor
(Signature of Authorized Representative (title)

of the City of Norman, certify that the organization will comply with the
(name of organization)

following:

Anti-Lobbying --To the best of the local government's or nonprofit's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraphs 1 and 2 of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Additional Instructions for Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Cindy S. Rosenthal Mayor
Authorized Signature & Official Title

May 22, 2012
Date

ODOC-8
ESG 2012

ODOC 10 - Additional Funds Documentation

The list of all sources of additional funds not included as match to be used to carry out your proposed project. *Be specific.*

Source(s) of Additional Funds:	Amount of Additional Funds
Lend a Hand Utility Assistance Program _	$200
Share the Warmth Utility Assistance Program	$200
United Way Utility Assistance Funds _____	$600

1.1 Total additional funds committed to the FY'12 ESG Program: _____ $__1,000_____

In the case of a tie, any additional funds listed on this form will be utilized as a tiebreaker. ***If points are awarded because of a tie, the additional funds as listed and as committed will be monitored by ODOC for compliance. Additional Funding awards must overlap the ESG funding period to be eligible.***

ODOC -10
ESG 2012

Oklahoma Department of Commerce
Office of Community Development
Emergency Solutions Grant Program
REQUEST FOR RELEASE OF FUNDS AND CERTIFICATION

Contractor Name: City of Norman, OK	Contract Number
Address: PO Box 370 Norman, OK 73070	Date of Request
Project Description (Brief): Emergency Solutions Grant 2012	

REQUIREMENTS	DOCUMENTATION	Items Included	State Use Only
Environmental Review a. Nonprofit	A. Categorically Excluded/Exempt Activity - Form 702-B & Sample 702-4 are attached. B. Categorically Excluded Activity - Form 702-B & Form 702-D, Sample 702-6 are attached.	N/A	
b. Other Than Nonprofits	A. Categorically Excluded/Exempt Activity - I hereby state Form 702-B has been completed and Sample 702-4 is attached. B. Categorically Excluded Activity - I hereby state Form 702-B has been completed and Form 702-D, Sample 702-7 are attached.	XXX	
c. If project is located in the Floodplain	Proof of Floodplain and Wetland Publication - Sample 702-3 is attached.	N/A	
d. Activities that make physical changes to buildings or sites	Property has been cleared by the Historic Preservation Office and Correspondence is attached.	N/A	
OTHER	Contract Conditions, listed in Part II of ODOC contract. Copy of signed agreement with Shelter, if applicable.	XXX	

Signature of Authorized Official: Cindy S. Rosenthal

Name & Title of Authorized Official: Cindy S. Rosenthal, Mayor of the City of Norman

Date: May 22, 2012

Categorical Exclusion Not subject to §58.5 Determination for Activities Listed at 24 CFR §58.35(b)

Grant Recipient: City of Norman Project Name: Salvation Army ESG
Project Description (Include all actions which are either geographically or functionally related):
Operations and maintenance, homeless prevention and rapid rehousing activities

Location:
Funding Source: CDBG HOME **ESG** HOPWA EDI Capital Fund Operating Subsidy Hope VI Other
Estimated Funding Amount: 100,000 Grant Number:
I have reviewed and determined that the abovementioned project is a Categorically Excluded activity (not subject to §58.5) per 24 CFR §58.35(b) as follows:

☐	58.35(b).1. Tenant-based rental assistance;
☒	58.35(b) 2. Supportive services including, but not limited to, health care, housing services, permanent housing placement, day care, nutritional services, short-term payments for rent/mortgage/utility costs, and assistance in gaining access to local, State, and Federal government benefits and services;
☐	58.35(b) 3. Operating costs including maintenance, security, operation, utilities, furnishings, equipment, supplies, staff training and recruitment and other incidental costs;
☐	58.35(b) 4. Economic development activities, including but not limited to, equipment purchase, inventory financing, interest subsidy, operating expenses and similar costs not associated with construction or expansion of existing operations;
☐	58.35(b) 5. Activities to assist homebuyers to purchase existing dwelling units or dwelling units under construction, including closing costs and down payment assistance, interest buy-downs, and similar activities that result in the transfer of title.
☐	58.35(b). 6. Affordable housing pre-development costs including legal, consulting, developer and other costs related to obtaining site options, project financing, administrative costs and fees for loan commitments, zoning approvals, and other related activities which do not have a physical impact.
☐	58.35(b). 7. Approval of supplemental assistance (including insurance or guarantee) to a project previously approved under this part, if the approval is made by the same responsible entity that conducted the environmental review on the original project and re-evaluation of the environmental findings is not required under §58.47.

The responsible entity must also complete and attach the **§58.6 Compliance Checklist**. By signing below the Responsible Entity officially determines in writing that each activity or project is Categorically Excluded (not subject to §58.5) and meets the conditions specified for such exclusion under section 24 CFR §58.35(b). This document must be maintained in the ERR.

AUTHORIZED RESPONSIBLE ENTITY OFFICIAL:

Authorized Responsible Entity Signature — Date: 6-11-12

LISA D. KRIEG — Authorized Responsible Entity Name (printed)

GRANTS PLANNER — Title (printed)

property in consequence of any act or omission by **Subcontractor. Subcontractor** shall, within limitations placed on such entities by state law, save harmless the State of Oklahoma and the City of Norman (contractor), their agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark, copyright, or from any claim or amounts arising or recovered under Workers' Compensation Law or any other law.

7. Modification

a. This contract is subject to such modification as may be required by federal or state law or regulations.

b. Except as otherwise provided in this contract, the work and services to be performed and the total contract amount may be modified only upon written agreement of the duly authorized representatives of the parties.

8. Termination OR Suspension

This contract may be terminated or suspended in whole or in part at any time by written agreement of the parties.

PART III - SPECIFIC TERMS AND CONDITIONS

1. The **Subcontractor** shall provide assistance to the homeless in compliance with 24 CFR, Part 576.
2. Actual emergency shelter activities and services to be provided are as specified in **Attachment "B"** to this document.
3. The **Subcontractor** assures that no assisted renovation, rehabilitation, or conversion activities will affect historic properties, flood plains, endangered species or prime farmland.
4. **Subcontractor** specifically certifies and assures that it will comply with applicable terms of the following statutes, regulations and executive orders:

Non-Discrimination and Equal Opportunity

Title VI of the Civil Rights Act of 1964, 42 USC 2000d, (et. seq.), which prohibits discrimination on the basis of race, color or national origin under any program receiving Federal funds. HUD regulations are at 24 CFR Part 1.

1. The requirements of the Fair Housing Act (42 USC 3601-19) and implementing regulations at 24 CFR Part 100.
2. Executive Order 11063 (1962) as amended by Executive Order 12259 (1981), which requires equal opportunity in housing. HUD regulations are at 24 CFR Part 107.

3. 42 USC 5309, which prohibits discrimination on the basis of race, color, national origin or sex in connection with funds made available pursuant to the Act. Section 109 also prohibits discrimination on the basis of age and disability as provided in:
    a. Age Discrimination Act of 1975 (42 USC 6101-07) and implementing regulations at 24 CFR Part 146.
    b. Section 504 of Rehabilitation Act of 1973 (29 USC 794) and implementing regulations at 24 CFR Part 8. For the purposes of the Emergency Solutions Grants Program, the term "dwelling units" in 24 CFR Part 8 shall include sleeping accommodations.
4. Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), which requires that, to the greatest extent feasible, opportunities for training and employment be provided to lower-income persons in the project area that contracts for work in connection with the project be awarded to businesses in, or owned in substantial part by, residents of the project area. Regulations are at 24 CFR Part 135.
5. Executive Order 11246 (1965), which prohibits discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action in connection with Federally assisted construction contracts. Regulations are at 24 CFR Part 130 and 41 CFR Part 60-1.
6. Executive Orders 11625, 12432 and 12138 requiring efforts to encourage the use of minority and women's business enterprises in connection with activities funded by this subcontract.
7. 42 USC 11375, which requires that, to the maximum extent practicable, **Contractor** shall involve homeless individuals and families in the construction, renovation, maintenance and operation of the facilities assisted under the ESG Program and in the provision of services for occupants of these facilities.

Affirmatively Furthering Fair Housing

Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funding recipients. Sub grantees will have a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act. Protected classes include race, color, national origin, religion, sex, disability, and familial status.

Drug-Free Workplace

The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21 apply to HPRP. The sub grantee must have and follow policies stating that it is unlawful for employees distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(a) Establishing an ongoing drug-free awareness program to inform employees about:
(b) The dangers of drug abuse in the workplace;
(c) The grantee's policy of maintaining a drug-free workplace;
(d) Any available drug counseling, rehabilitation, and employee assistance programs; and

(e) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Discharge Policy

The sub grantee must have an established policy for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons.

Lead-Based Paint

Title IV of the Lead-Based Paint Poisoning Prevention Act (42 USC 4831, et. seq.) which prohibits the use of lead-based paint in residences for which Federal assistance is provided. Regulations found at 24 CFR Part 35.

EXECUTED BY:
Subcontractor (Emergency Shelter)

The Salvation Army, A Georgia Corporation

Signature

Major Ken Luyk, Divisional Commander
Name Title

June 7, 2012
Date

EXECUTED BY:
Name of Contractor (Sponsor)

City of Norman

Signature

Cindy S. Rosenthal, Mayor
Name Title

May 23, 2012
Date

(Please review pages 40- 41 before filling out this report)

Applicant/Recipient Disclosure/Update Report	U.S. Department of Housing and Urban Development	OMB Approval No 2510-0011

Instructions. (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

Applicant/Recipient Information **Indicate whether this is an Initial Report** ■ **or an update report** ☐

1. Applicant/Recipient Name, Address, and Phone (include area code): City of Norman/Salvation Army, A Georgia Corporation	2. Social Security Number or Employer ID Number: 73-6005350
3. HUD Program Name Emergency Solutions Grant	4. Amount of HUD Assistance Requested /Received $100,000

4. State the name and location (street address, City and State) of the project or activity:
201 W. Gray, Norman OK 73069; 318 E. Hayes, Norman, OK 73069

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3).

■ Yes ☐ No

2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of $200,000 during the fiscal year (Oct.1-Sep.30)? For further information

☐ Yes ■ No

If you answered, "No" to either question 1 or 2, Stop! You do not need to complete the remainder of this form. ***However***, you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.
Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds
(**Note:** Use additional pages as necessary.)			

Part III Interested Parties. You must disclose:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity, and
2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds $50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity ($ and %)
(**Note:** Use Additional pages if necessary.)			

Certification
Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed $10,000 for each violation.
I certify that this information is true and complete.

Signature: Cindy S Rosell Date: (mm/dd/yyyy)
X May 22, 2012

(REFER TO PAGE SIX UNDER TIER 1 AND TIER 2 FOR SPENDING DESCRIPTIONS)

Emergency Solutions Grant Program (ESG)

FY'12 Project Budget Summary – BOTH TIERS

COST CATEGORY	For Fiscal Use Only	ESG Requested Funds	Match Funds 555830	Project Total
Tier I: 40% of Grant Funds awarded must be spent on Prevention and/or Rapid Rehousing Services Tier II: 60% of Grant Funds awarded may be spent on Prevention and/or Rapid Re-Housing Services				
Administration (3.75%)		$	$	$
HMIS				
Emergency Shelter:				
Renovation				
Operation		50,000	100,000	150,000
Essential Services				
RA Assistance				
Total Emergency Shelter		50,000	100,000	150,000
Total Street Outreach – Essential Services				
Rapid Re-Housing Services				
Housing Relocation and Stabilization Services		10,000		10,000
Tenant-Based Rental Assistance		15,000		15,000
Project-Based Rental Assistance				
Total Rapid ReHousing		25,000		25,000
Homelessness Prevention Services:				
Housing Relocation and Stabilization Services		10,000		10,000
Tenant-Based Rental Assistance		15,000		15,000
Project-Based Rental Assistance				
Total Preventive Services		25,000		25,000
	TOTAL	$100,000	$100,000	$200,000

Signature of Authorized Official

6-11-12
Date

ODOC 11
ESG 2012

36

BUDGET NARRATIVE (BOTH TIERS): For each budget category, provide a line item detail and narrative explanation of how funds will be utilized:

Administration

None

Rehabilitation/Renovation

None

Shelter Operation and Services

ESG Funds - $50,000 total. $20,000 for staff salary, Case Management Specialist. $4,000 for shelter supplies, including cleaning and maintenance supplies. $8,000 for shelter utilities. $3,000 for shelter insurance. $5,000 for new shelter lockers. $10,000 for shelter furnishings.

Match - $100,000 total. $80,000 for staff salaries, Shelter Monitors. $8,600 food, gift in kind. $2,500 telephone/postage costs. $3,900 monthly extermination, including bed bug spray. $5,000 security system.

Street Outreach

None

Rapid Re-Housing Services

$25,000 for Rapid Rehousing costs.

Homelessness Prevention

$25,000 for Homelessness Prevention costs.

HMIS

None

The City of
NORMAN

201 West Gray • P.O. Box 370
Norman, Oklahoma • 73070

REVITALIZATION DIVISION
Phone: 405-366-5332

May 22, 2012

Oklahoma Department of Commerce
Office of Community Development
900 N. Stiles
Oklahoma City, OK 73126

Attn: Human Development Team

The Salvation Army of Norman is the only stand alone, walk in Emergency Shelter in not only Norman but Cleveland County. This organization has a long standing tradition of service to Norman and the surrounding communities and is a current recipient of ESG funds. The Salvation Army performs excellently in their coordination of services with other continuum members and other governmental entities in the provision of services to this ever increasing population.

Ashley Jones and Kristin Martin have both worked tirelessly in their efforts to improve services at the shelter as well as help to implement the Central System for Intake that the Continuum is developing. It has been my pleasure this past year to have worked with both Ashley and Kristen.

Sincerely,

Lisa D. Krieg
Grants Planner/Staff Support
Cleveland County Continuum of Care

ORIGINAL

Continuum of Care Homeless Management Information System
Partnership Agreement
Between the Homeless Alliance and

_____

This agreement is entered into on 10/22/10 (mm/dd/yy) between The Homeless Alliance, Inc., hereafter referred to as "The Homeless Alliance" and THE SALVATION ARMY, A GEORGIA CORPORATION, for Norman, OK (agency name), hereafter identified as "The Agency," regarding access and use of the Continuum of Care Homeless Management Information System, hereafter identified as the "HMIS."

I. Introduction

The HMIS is a shared database that allows authorized personnel at HMIS Member Agencies throughout Oklahoma City, Oklahoma County, the City of Norman, and Cleveland County, and the Balance of the agencies within the State of Oklahoma who are not within the boundaries of a continuum utilizing another HMIS program to share information on common clients. Goals of the HMIS include: ability to expedite client intake procedures, improved referral accuracy, increased case management and administrative tools, and the creation of a tool to follow demographic trends and service utilization patterns of families and individuals experiencing homelessness, as well as those families and individuals on the verge of homelessness.

The project is administered by The Homeless Alliance. The Homeless Alliance controls the central server that hosts the HMIS and limits access to the database to Member Agencies participating in the project. The Homeless Alliance intends to protect HMIS data to the utmost of its ability from accidental or intentional unauthorized modification, disclosure, or destruction; and The Homeless Alliance does this by utilizing a variety of methods to guard the data.

Ultimately, when used correctly and faithfully by all involved parties, the HMIS is designed to benefit multiple stakeholders, including the community, homeless service agencies, and consumers of homeless services, through a more effective and efficient service delivery system.

II. Confidentiality

A. The Agency and The Homeless Alliance will uphold relevant federal and state confidentiality regulations and laws that protect client records and will only release confidential client records with written consent by the client or the client's guardian, unless otherwise provided for in the regulations or laws. A "client" is anyone who receives services from the Agency or The Homeless Alliance and a "guardian" is one legally in charge of the affairs of a minor or of a person deemed incompetent to manage his/her own affairs.

1. The Agency and The Homeless Alliance will abide specifically by federal confidentiality regulations as contained in the Code of Federal Regulations, 42 CFR Part 2, regarding disclosure of alcohol and/or drug abuse records. In general terms, the federal regulation prohibits the disclosure of alcohol and/or drug abuse records unless disclosure is expressly permitted by written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information <u>is not</u> sufficient for this purpose. The Agency and The Homeless Alliance understand the federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patients.

2. The Agency and The Homeless Alliance will abide specifically with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and corresponding regulations passed by the Federal Department of Health and Human Services where applicable. In general, the regulations provide consumers with rights to control the release of medical information, including: advance consent for most disclosures of health information; right to see a copy of health records; right to request a correction to health records; right to obtain documentation of disclosures of their health information; and right to an explanation of their privacy rights and how information may be used or disclosed. The current regulation provides protection for paper, oral, and electronic information.
3. The Agency and The Homeless Alliance will abide specifically by Oklahoma state law, which in general terms requires an individual to be informed that any and all medical records she/he authorizes to be released, whether related to physical or mental health, may include information indicating the presence of a communicable or venereal disease. The Agency or The Homeless Alliance is required to inform the individual that these records may include, but are not limited to, the inclusion of information on diseases such as hepatitis, syphilis, gonorrhea, tuberculosis, and the Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS).
4. The Agency and The Homeless Alliance will abide specifically by Oklahoma Title 43A, Mental Health Law. In general terms, this law prohibits agencies from releasing any information that would identify a person as a client of a mental health facility, unless client consent is granted.
5. The Agency will provide a verbal explanation of the HMIS and arrange for a qualified interpreter or translator in the event that an individual is not literate in English or has difficulty understanding the consent form(s).
6. The Agency or The Homeless Alliance will not divulge any confidential information received from the HMIS to any organization or individual without proper written consent by the client unless otherwise permitted by relevant regulations or laws.
7. The Agency will ensure that all persons who are issued a Username and Password for the HMIS within the Agency abide by this Partnership Agreement, including the confidentiality rules and regulations. The Agency will be responsible for ensuring that its staff members comply with any Agency confidentiality requirements above and beyond the requirements issued by the HMIS regulations, such as having employees sign a form stating their understanding of, and agreement to comply with, HMIS confidentiality practices[1]. It is understood that those granted Agency Administrator access within each HMIS Agency must become a Certified HMIS Agency Administrator through training provided by The Homeless Alliance.
8. The Agency understands that the file server, which will contain all client information, including identifying client information, will be physically located at an appropriately Secured Facility chosen by The Homeless Alliance.

B. The Agency agrees to maintain appropriate documentation of client consent, or guardian-provided consent, to participate in the HMIS.

1. The Agency must have an informed consent process/form that notifies clients of The Agency's intentions to take and maintain basic identifying information and

[1] Sample form provided by The Homeless Alliance

confidential records about the client, as well as their rights in regard to such records. This authorizes The Agency to enter client data into the HMIS.

2. If a client declines to give informed consent to be entered into the HMIS, the client may not be entered into the HMIS.
3. The Agency will obtain a signed Release of Information form from the client before allowing a client's information to be shared via the HMIS. The Agency may choose to incorporate an HMIS clause into existing Agency Authorization for Release of Information form(s), or they may choose to use the standard HMIS Authorization to Release Information form[2]. Regardless of which method is used, The Agency will communicate to the client what information will be shared if consent is given. The Agency will communicate to the client that other HMIS member Agencies will have access to Basic Client Information and are expected to use the information professionally and to adhere to the terms of the HMIS Partnership Agreement. HMIS Member Agencies are each responsible for obtaining appropriate consent before allowing further sharing of client records. The Continuum of Care Committee, in their periodic reviews of HMIS Member Agencies, has the right to ask for and inspect HMIS Member Agencies' Release of Information and Client Consent forms.
4. If a client denies authorization to have his/her Basic Client Information shared via the HMIS, the client's data may not be entered into the HMIS.
5. The Agency agrees to place all Client Authorization for Release of Information forms related to the HMIS in a file to be located at The Agency's business address and that such forms will be made available to The Continuum of Care Committee for review upon request. The Agency will retain these HMIS-related Authorization for Release of Information forms for a period of five years upon expiration, after which time the forms will be disposed of in a manner that ensures client confidentiality is not compromised.
6. The Agency understands The Homeless Alliance does not require or suggest that services be contingent upon a client's participation in the HMIS.

C. The Agency and The Homeless Alliance understand the HMIS project, and The Homeless Alliance, as administrator, are custodians of data, and not owners of data.

1. In the event the HMIS Project ceases to exist, Member Agencies will be notified and provided reasonable time to access and save client data on those served by the Agency as well as statistical and frequency data from the entire system. The information collected by the centralized server will then be purged.
2. In the event The Homeless Alliance ceases to exist, the custodianship of the data will be transferred to another non-profit for administration, and all HMIS Member Agencies will be informed in a timely manner.
3. Regular data backups will be made, and the data will be stored in a locked safe deposit box at a bank at an off-site location.
4. All staff of The Homeless Alliance who are granted System Administrator access to the HMIS will undergo a background check, with the results released to the HMIS member agencies upon request.
5. The Agency consents that all Data entered and contained on the HMIS is open to unrestricted access by the funding entity.

[2] Form provided by The Homeless Alliance

III. Data Entry and/or Regular Use

A. User Identification and Passwords are not permitted to be shared among users.

B. If an agency has access to a client's information via the HMIS, it is generally understood that the client gave permission to share such data. Before an agency can update, modify, or add to the existing data, it must first complete an informed consent process (as noted in article II, section B.1).

C. If a client has previously given permission to Release his/her Basic Client Information and later revokes his/her authorization, the Agency at which such desire is expressed will client to complete a brief form[3], which will be sent to the HMIS Coordinator to invalidate the client record and notify those Member Agencies that have entered program level data on that client.

D. The Agency will only enter individuals in the HMIS who are clients under the Agency's jurisdiction.

E. The Agency will not misrepresent its client base in the HMIS by entering information known to be inaccurate.

F. The Agency will consistently enter information into the HMIS and will strive for real-time, or close to real-time,[4] data entry.

G. The Agency understands that with evidence of informed consent, it can update, edit, and print a client's information.

H. The Agency understands that an Authorization to Release Information form is necessary to share client information via the HMIS.

I. Discriminatory comments based on race, color, religion, national origin, ancestry, handicap, age, sex, and sexual orientation are not permitted in the HMIS. Offensive language and profanity are not permitted in the HMIS.

J. The Agency will utilize the HMIS for business purposes only.

K. The Agency understands The Homeless Alliance will provide initial training and periodic updates to that training to assigned Agency Staff about the use of the HMIS and that this information is then to be communicated to other HMIS Staff within the Agency.

L. The Agency understands The Homeless Alliance will be available for technical assistance within reason (such as troubleshooting and report generation). Standard operating hours in which technical assistance will generally be available are 9:00 a.m.-5:00 p.m., Monday through Friday. The Network Administrator can be reached during non-standard operating hours via cell phone for emergency purposes only.

M. The Agency will keep updated virus protection software on Agency computers that access the HMIS.

N. Transmission of material in violation of any United States federal or state regulations is prohibited and includes, but is not limited to: copyright material, material legally judged to be threatening or obscene, and material considered protected by trade secret.

O. The Agency will not use the HMIS with intent to defraud the federal, state, local government, an individual entity, or to conduct any illegal activity.

---

[3] Form provided by The Homeless Alliance

[4] Real-time or close to real-time is defined by either immediate data entry upon seeing a client, or data entry into the HMIS within one business day.

P. The Agency recognizes the Continuum of Care HMIS Committee ("the Committee") to be the discussion center regarding the HMIS, including HMIS process updates, policy and practice guidelines, data analysis, and software/hardware upgrades. The Agency will designate an assigned HMIS Staff member to attend HMIS meetings regularly and understands that The Homeless Alliance will continue to be responsible for coordinating Committee activities.

IV. Reports

A. The Agency understands that it will retain access to all identifying and statistical data on the clients it serves.

B. The Agency understands that access to data on persons whom it does not serve will be limited to basic identifying information. Therefore, the Agency understands that a list of all persons in the HMIS along with basic identifying information data can be generated.

C. Reports obtaining information beyond basic identifying data on individuals not served by the Agency are limited to statistical and frequency reports, which do not disclose identifying information.

D. The Agency understands that before non-identifying system-wide aggregate information collected by the HMIS is disseminated to non-HMIS Member Agencies, including funders, it shall be endorsed by the HMIS Committee or Data Subcommittee and/or The Homeless Alliance[5].

V. Database Integrity

A. The Agency <u>will not</u> give or share assigned user identification and passwords to access the HMIS with any other organization, governmental entity, business, or individual.

B. The Agency <u>will not</u> cause in any manner, or way, corruption of the HMIS. Any unauthorized access or unauthorized modification to computer system information or interference with normal system operations, on the equipment controlled by The Homeless Alliance will result in immediate suspension of services, and The Homeless Alliance will pursue all appropriate legal action.

VI. Hold Harmless

A. The Homeless Alliance makes no warranties, expressed or implied. The Agency, at all times, will indemnify and hold The Homeless Alliance harmless from any damages, liabilities, claims, and expenses that may be claimed against the Agency, or for injuries or damages to the Agency or another party arising from participation in the HMIS, or arising from any acts, omissions, neglect or fault of the Agency or its agents, employees, licensees, or clients, or arising from the Agency's failure to comply with laws, statutes, ordinances or regulations applicable to it or the conduct of its business.

B. This Agency will also hold The Homeless Alliance harmless for negative repercussions resulting in the loss of data due to delays, non-deliveries, mis-deliveries, or service interruption caused by the Agency's, or another Member Agency's, negligence or errors or omissions, as well as technological difficulties and/or acts of God. The Homeless Alliance shall not be liable to the Agency for damages, losses, or injuries to the Agency or another party other than if such is the result of gross negligence or willful misconduct of The Homeless Alliance.

VII. Terms and Conditions

A. The parties hereto agree that this agreement is the complete and exclusive statement of the agreement between parties and supersedes all prior proposals and understanding, oral and written, relating to the subject matter of this agreement.

---

[5] The HMIS Committee will serve in part to protect the confidentiality of clients and the integrity of the data by requiring that certain methods of data analysis be utilized.

B. Neither party shall transfer or assign any rights or obligations without the written consent of the other party.

C This agreement shall remain in-force until revoked in writing by either party with 30 days advance written notice. The exception to this term is if allegations, or actual incidences, arise regarding possible, or actual, breaches of this agreement. Should such situation arise, The Homeless Alliance may immediately suspend access to the HMIS until the allegations are resolved in order to protect the integrity of the system.

D. This agreement may be modified or amended by written agreement executed by both parties with 30 days advance written notice.

Use of the HMIS constitutes acceptance of these Terms and Conditions.

THE SALVATION ARMY, A GEORGIA CORPORATION

X _____ SEP 20 2010

Agency Executive Director Signature SALVATION ARMY, A GEORGIA CORPORATION Date (mm/dd/yy)

Name and Address of Agency: 1424 NORTHEAST EXPRESSWAY, N.E.

TREASURER ATLANTA, GEORGIA 30329

JOHN R. JONES

_____ _____

Printed Name of Agency Executive Director Date (mm/dd/yy)

_____ 10-20-10

Dan Straughan Date (mm/dd/yy)
Executive Director
The Homeless Alliance
312 W. Commerce
Oklahoma City, OK 73109

THE SALVATION ARMY POLICY STATEMENT
ON RELATIONSHIPS WITH OTHER GROUPS AND ORGANIZATIONS

The Salvation Army in the United States works cooperatively with many groups — governmental, social service, civic, religious, business, humanitarian, educational, health, character building, and other groups — in the pursuit of its mission to preach the Christian Gospel and meet human need.

Any agency, governmental or private, which enters into a contractual or cooperative relationship with The Salvation Army should be advised that:

1. The Salvation Army is an international religious and charitable movement, organized and operated on a quasi-military pattern, and is a branch of the Christian church.

2. All programs of The Salvation Army are administered by Salvation Army Officers, who are ministers of the Gospel.

3. The motivation of the organization is love of God and a practical concern for the needs of humanity.

4. The Salvation Army's provision of food, shelter, health services, counseling, and other physical, social, emotional, psychological and spiritual aid, is given on the basis of need, available resources and established program policies.

Organizations contracting and/or cooperating with The Salvation Army may be assured that because The Salvation Army is rooted in Christian compassion and is governed by Judeo-Christian ethics, The Salvation Army will strictly observe all provisions of its contracts and agreements.

Commissioners Conference:
May 1996

United Way of Norman
2424 Springer Dr. Ste 304
Norman, OK 73069
Phone (405) 329-2025

Request for Proposal Report
FY 2013 Funding

Date: 05/24/2012
Agency: The Salvation Army
Program: Social Services
From: Individuals and Families Council

The United Way of Norman Board of Directors has approved the following funding recommendation at the May 15, 2012, Board meeting:

FY2013 Community Investment: $35,000

The funding decisions were made through a lengthy, diligent process. Each council member reviewed and scored each proposal according to the rubric provided. The councils then came together as a group to discuss scores and rank agencies according to these scores. Investment decisions were based on the following:

- Agency's ability to quantify, communicate, and present the service they provide, how many people they reach, and the impact they have on our community
- How well the program fit into the community impact framework
- The agency's capacity to document and measure results, as well as program outcomes from previous years
- If the program is a duplicated service
- Financial standing of agency, including reserve amount and overhead percentage

The council was impressed with your proposal and the expansion that you are willing to do in the social services area.

A quarterly reporting document and schedule will follow, along with the United Way Partner Agreement. These will be handed out during a follow-up meeting on **June 29, 9:00 a.m. at Sarkeys Foundation.** You will receive your first check July 1. We look forward to working with you throughout this fiscal year.

Respectfully,

Renee O'Leary Diane Murphree

Renee O'Leary and Diane Murphree
Directors of Community Impact

United Way of Norman
2424 Springer Dr. Ste 304
Norman, OK 73069
Phone (405) 329-2025

Request for Proposal Report
FY 2013 Funding

Date: May 24, 2012
Agency: The Salvation Army Norman
Program: The Salvation Army Red Shields Shelter
From: Basic Needs Council

The United Way of Norman Board of Directors has approved the following funding recommendation at the May 15, 2012 Board meeting:

FY 2013 Investment: $25,000

The funding decisions were made through a lengthy, diligent process. Each council member reviewed and scored each proposal according to the rubric provided. The councils then came together as a group to discuss scores and rank agencies according to these scores. Investment decisions were based on the following:

- Agency's ability to quantify, communicate, and present the service they provide, how many people they reach, and the impact they have on our community
- How well the program fit into the community impact framework
- The agency's capacity to document and measure results, as well as program outcomes from previous years
- If the program is a duplicated service
- Financial standing of agency, including reserve amount and overhead percentage

The council and board would like to commend you for empowering staff and being much more involved in the community, collaborations and expansion of services.

A quarterly reporting document and schedule will follow, along with the United Way Partner Agreement. These will be handed out during a follow-up meeting on **June 29, 9:00 a.m. at the Sarkeys Foundation.** You will receive your first check July 1. We look forward to working with you throughout this fiscal year.

Respectfully,

Renee O'Leary

Renee O'Leary
Director of Community Impact

Central System for Intake
Cleveland County Continuum of Care

For the past three years in coordination with the Annual Point in Time Count of the Homeless, the Cleveland County Continuum of Care has also assessed the current need for prevention services. This is accomplished by asking not only the mainstream service providers but also other community and faith based providers to log each request for assistance that is made within the county during the 24 hour count. Each year an increase in requests has been documented with a total of 584 requests made on January 26, 2012. Although the requests were varied the overwhelming majority were for food pantry, rent and utility assistance. In analyzing the results each year it is apparent that many of these calls are duplications in their requests for service especially for rent and utility assistance. Service providers all maintain resource lists where referrals are made when assistance cannot be provided. When the data for rent and utility assistance from mainstream service providers is analyzed, it can conservatively be assumed that within that 24 hour period that there were approximately 30 households looking for rental assistance and 35 households seeking utility assistance.

As the implementation of the HEARTH Act moves forward and the Emergency Shelter Grant Program transitions into the Emergency Solutions Grant, the Cleveland County Continuum of Care is implementing a Central Intake System for Emergency Assistance. This concept has been discussed informally for several years by our Continuum and by 2014 all CoC's will be required to have in place a Centralized Intake System to be eligible for funding. This will not be an easy or simple task and will have many kinks to work out, but informal discussions have been held with the primary entities in the Cleveland County CoC as to the schematics of such a system and how they would affect the day to day operations of their organization.

Currently we have commitments to this new system from Salvation Army, Food and Shelter, COCAA, East Main Place, Bridges, Women's Resource Center and Thunderbird Clubhouse. Preliminary discussions have been held with United Way, First Baptist Church, First Christian Church, McFarlin Methodist and Trinity Baptist as well as the Norman Mission Ministries Committee with positive feedback given.

The system that we are implementing would entail that a dedicated telephone number would be established whereas any person that is seeking emergency assistance for utilities or housing would be referred to for screening. As the HPRP funding that we have had for emergency assistance is winding down, the proposal is that we utilize the staff person at Food and Shelter that has been responsible for the screening for the HPRP program. Given the funding that we have had available the last two years, FSF has been the primary contact for assistance, all potentially participating agencies, this a natural continuation. With the wide range of both public funding and private funding that FSF has administered, the staff is familiar with both the types of funding that are available as well as the basic guidelines. Of course there will be the need for additional training and continuous communication between the partnering agencies ad FSF to keep abreast of all available funding. Each agency will continue to retain and administer their funding, but

will coordinate the disbursement of the funds with FSF so that appropriate appointments can be made for assistance.

As the Central Intake System is implemented in the Summer of 2012, guideline for the frequency of assistance will be reviewed from each agency and considered as a part of the intake procedure. In discussion with agencies it was determined that a household is actually to receive assistance from agencies over the course of a year that would provide resources to pay their at least one of their utility bills six months out of twelve! While we all agree that there are extenuating circumstances where this amount of assistance may be warranted but for the some clients this is simply how they plan to pay their bills. By implementing the intake procedure whereas we systematically reduce over a period of time the eligibility for assistance in coordination with financial literacy education, hopefully we can eliminate some of these instances to allow the funding to go to those in crisis.

To illustrate an example, when a potential client would in the past call COCAA for rent assistance, they will be referred to the central intake phone number (at FSF) for screening instead of being screened by COCAA. After initial screening is made and potential eligibility determined, an intake appointment will be conducted by FSF using a standard application agreed to by all agencies, all required information is gathered, identification documents scanned and client file establishment into the HMIS system is initiated. With proper release of information obtained from the client, critical information is now in an electronic format and can be transmitted to any agency that will be providing assistance. This would require only one intake process by the client, substantially reducing the duplication of numerous intakes by various assistance organizations. In addition, no longer will agencies need to schedule specific times whereas staff members "man the phones" to screen and set appointments. With the cooperation of both the assistance providers and the faith based community to refer all households seeking assistance first to the intake number we can then assess the need and refer to the appropriate source for assistance.

When an intake is made and the household does not meet the criteria for assistance (or if there are not any funds available) from one of the provider agencies, they will then be provided documentation that their case has been reviewed by the provider agencies, instructing them not to contact the agencies and then providing information regarding other resources in the community. This documentation can them be presented to the other resources (primarily the faith based resources) and they can then be assured that the client has already been screened. We will not be sharing the intake information other than the reason that they do not qualify for assistance with the faith based community without an additional executed Release of Information.

We understand that there are certain clients that an agency already has a relationship with that may need assistance. The agency would still be able to assist the person without referring them to the central intake as long as they provide the pertinent information after assistance so that the assistance data can be included.

City of Norman, OK

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

Master

File Number: K-1213-146

File ID:	K-1213-146	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 27	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**	$100,000.00	**File Created:**	01/03/2013
File Name:	K-1213-146 ESG for The Salvation Army			**Final Action:**	

Title: CONTRACT NO. K-1213-146: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE SALVATION ARMY, INC., IN THE AMOUNT OF $100,000 FOR THE EMERGENCY SOLUTIONS GRANT PROGRAM TO BE USED FOR HOMELESS PREVENTION AND/OR HOUSING RELOCATION AND STABILIZATION.

Notes: ACTION NEEDED: Motion to approve or reject Contract No. K-1213-146 with the Salvation Army, Inc., in the amount of $100,000; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Agenda Date: 01/22/2013

Agenda Number: 27

Attachments: Text File Salvation Army, List of Agency Contracts, K-1213-146, PR Salvation Army

Project Manager: Linda Price, Revitalization Manager

Entered by: linda.price@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-146

Body

BACKGROUND: On May 22, 2012 City Council authorized the submittal of an Emergency Solutions Grant for Salvation Army, Inc. As noted in the previous agenda item, the Oklahoma Department of Commerce (ODOC) awarded a $100,000 grant to the City of Norman for Salvation Army, Inc. to be used for costs of operation, homeless prevention and rapid re-housing activities. Contract K-1213-146 between the City of Norman and Salvation Army, Inc. formalizes that funding pass through.

DISCUSSION: Each application for funding was required to show a dollar-for-dollar match equivalent to funding. Salvation Army, Inc. will be matching the Emergency Solutions Grant funding with $100,000 in operations related to the emergency shelter. If approved, funding will be available to initiate the activities outlined in the application.

RECOMMENDATION: Staff recommends approval of Contract No. K-1213-146 between the City of Norman and Salvation Army, Inc. for the Emergency Solutions Grant in the amount of $100,000.

		Contract Amount	50% of funds provided by agency for project	Total Project Cost
K1213-139	ODOC 15381 - City of Norman	$ 50,000.00	$ -	
K1213-140	City of Norman - Food and Shelter, Shelter Agreement	$ 50,000.00	$ 50,000.00	$ 100,000.00
K1213-141	ODOC 15383 - City of Norman	$ 100,000.00	$ -	
K1213-142	City of Norman- East Main Place, Shelter Agreement	$ 100,000.00	$ 100,000.00	$ 200,000.00
K1213-143	ODOC 15380 - City of Norman	$ 100,000.00	$ -	
K1213-144	City of Norman - Women's Resource Center, Shelter Agreement	$ 100,000.00	$ 100,000.00	$ 200,000.00
K1213-145	ODOC 15382 - City of Norman	$ 100,000.00	$ -	
K1213-146	City of Norman - The Salvation Army, Shelter Agreement	$ 100,000.00	$ 100,000.00	$ 200,000.00
K1213-147	ODOC 15384 - City of Norman	$ 100,000.00	$ -	
K1213-148	City of Norman - Thunderbird Clubhouse, Shelter Agreeement	$ 100,000.00	$ 100,000.00	$ 200,000.00

ORIGINAL

EMERGENCY SOLUTIONS GRANT SPONSOR AND SHELTER AGREEMENT

PART I - SUMMARY

Contractor City of Norman

Sub-Contractor
Emergency Shelter Name: The Salvation Army, A Georgia Corporation, for Norman Corps

Contract 2012 Emergency Solutions Grant Program

Amount ($ 100,000.00)

Funding Period October 1, 2012 to September 30, 2013

Project Description: Provide funds for costs of Operations, Homeless Prevention and Rapid Re-Housing activities

PART II - GENERAL TERMS AND CONDITIONS

DEFINITION(S)

CONTRACTOR
Cities, towns, counties or Community Action Agencies who are direct recipients of Emergency Solutions Grant (ESG) funds, and have agreed to be responsible for the oversight of the proposed ESG project.

SUBCONTRACTOR
Any shelter that indirectly receives Emergency Solutions Grant (ESG) funds through a Unit of Local Government, or Community Action Agency, and is responsible for the implementation of the proposed ESG project.

1. a. **Subcontractor** will provide the necessary personnel, facilities, supplies, equipment, and/or related resources and skills to accomplish the program described in Part III in accordance with the terms and conditions of this contract. All of the work and services required should be performed by **Subcontractor** or a **Subcontractor** fully qualified and authorized under state and local law to perform such work and services.

   b. None of the work and services covered by this contract may be contracted to a third party without prior written approval of the City of Norman (contractor).

c. In no event will **Subcontractor** incur any obligation on the part of the City of Norman.
(contractor)

2. The City of Norman will provide funding for the program up to the
(contractor)
total amount subcontracted by The Salvation Army, A Georgia Corporation.. which is the
(subcontractor)
maximum amount of $100,000.00 will pay for this subcontract.
(ESG award amount)

3. **Compensation to Contractor**

The City of Norman will reimburse **Subcontractor** on the basis of itemized
(contractor)
statements submitted in accordance with the budget attached hereto as **Attachment "A".** All claims for reimbursement must be accompanied by documentation of pledged in-kind for this project.

4. **Records, Reports and Documentation**

a. **Contractor** shall maintain records and accounts including property, personnel, and financial records that properly document and account for all project funds.

b. **Subcontractor** shall document and report match funds in conjunction with funds provided by the Oklahoma Department of Commerce on the monthly expenditure report. Expenditures of (ESG & Match) must be in proportionate amounts monthly.

c. **Contractor** shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this contract for at least three (3) years from the ending date of this contract.

5. **Procurement**

Procurement of all goods and services under this contract shall be carried out in compliance with procedures described in the ESG implementation Manual, Policy 705, Procurement Requirements.

6. **Hold Harmless**

Subcontractor shall, within limitations placed on such entities by state law, save harmless the State of Oklahoma and the City of Norman (contractor), their agents, officers and employees from all claims and actions, and all expenses defending same, that are brought as a result of any injury or damage sustained by any person or

property in consequence of any act or omission by **Subcontractor**. **Subcontractor** shall, within limitations placed on such entities by state law, save harmless the State of Oklahoma and the City of Norman (contractor), their agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark, copyright, or from any claim or amounts arising or recovered under Workers' Compensation Law or any other law.

7. Modification

a. This contract is subject to such modification as may be required by federal or state law or regulations.

b. Except as otherwise provided in this contract, the work and services to be performed and the total contract amount may be modified only upon written agreement of the duly authorized representatives of the parties.

8. Termination OR Suspension

This contract may be terminated or suspended in whole or in part at any time by written agreement of the parties.

PART III - SPECIFIC TERMS AND CONDITIONS

1. The **Subcontractor** shall provide assistance to the homeless in compliance with 24 CFR, Part 576.
2. Actual emergency shelter activities and services to be provided are as specified in **Attachment "B"** to this document.
3. The **Subcontractor** assures that no assisted renovation, rehabilitation, or conversion activities will affect historic properties, flood plains, endangered species or prime farmland.
4. **Subcontractor** specifically certifies and assures that it will comply with applicable terms of the following statutes, regulations and executive orders:

Non-Discrimination and Equal Opportunity

Title VI of the Civil Rights Act of 1964, 42 USC 2000d, (et. seq.), which prohibits discrimination on the basis of race, color or national origin under any program receiving Federal funds. HUD regulations are at 24 CFR Part 1.

1. The requirements of the Fair Housing Act (42 USC 3601-19) and implementing regulations at 24 CFR Part 100.
2. Executive Order 11063 (1962) as amended by Executive Order 12259 (1981), which requires equal opportunity in housing. HUD regulations are at 24 CFR Part 107.

3. 42 USC 5309, which prohibits discrimination on the basis of race, color, national origin or sex in connection with funds made available pursuant to the Act. Section 109 also prohibits discrimination on the basis of age and disability as provided in:
    a. Age Discrimination Act of 1975 (42 USC 6101-07) and implementing regulations at 24 CFR Part 146.
    b. Section 504 of Rehabilitation Act of 1973 (29 USC 794) and implementing regulations at 24 CFR Part 8. For the purposes of the Emergency Solutions Grants Program, the term "dwelling units" in 24 CFR Part 8 shall include sleeping accommodations.
4. Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), which requires that, to the greatest extent feasible, opportunities for training and employment be provided to lower-income persons in the project area that contracts for work in connection with the project be awarded to businesses in, or owned in substantial part by, residents of the project area. Regulations are at 24 CFR Part 135.
5. Executive Order 11246 (1965), which prohibits discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action in connection with Federally assisted construction contracts. Regulations are at 24 CFR Part 130 and 41 CFR Part 60-1.
6. Executive Orders 11625, 12432 and 12138 requiring efforts to encourage the use of minority and women's business enterprises in connection with activities funded by this subcontract.
7. 42 USC 11375, which requires that, to the maximum extent practicable, **Contractor** shall involve homeless individuals and families in the construction, renovation, maintenance and operation of the facilities assisted under the ESG Program and in the provision of services for occupants of these facilities.

Affirmatively Furthering Fair Housing

Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funding recipients. Sub grantees will have a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act. Protected classes include race, color, national origin, religion, sex, disability, and familial status.

Drug-Free Workplace

The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21 apply to HPRP. The sub grantee must have and follow policies stating that it is unlawful for employees distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(a) Establishing an ongoing drug-free awareness program to inform employees about:
(b) The dangers of drug abuse in the workplace;
(c) The grantee's policy of maintaining a drug-free workplace;
(d) Any available drug counseling, rehabilitation, and employee assistance programs; and

(e) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Discharge Policy

The sub grantee must have an established policy for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons.

Lead-Based Paint

Title IV of the Lead-Based Paint Poisoning Prevention Act (42 USC 4831, et. seq.) which prohibits the use of lead-based paint in residences for which Federal assistance is provided. Regulations found at 24 CFR Part 35.

EXECUTED BY:
Subcontractor (Emergency Shelter)

The Salvation Army, A Georgia Corporation for Norman Corps

X Larry W. Broome
Signature

LARRY W. BROOME SECRETARY
Name Title

JAN 7 2013
Date

EXECUTED BY:
Name of Contractor (Sponsor)

City of Norman

Signature

Cindy S. Rosenthal, Mayor
Name Title

January 22, 2013
Date

ATTEST:

City Clerk

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY [illegible] DATE 1/14/13

THE SALVATION ARMY POLICY STATEMENT
ON RELATIONSHIPS WITH OTHER GROUPS AND ORGANIZATIONS

The Salvation Army in the United States works cooperatively with many groups — governmental, social service, civic, religious, business, humanitarian, educational, health, character building, and other groups — in the pursuit of its mission to preach the Christian Gospel and meet human need.

Any agency, governmental or private, which enters into a contractual or cooperative relationship with The Salvation Army should be advised that:

1. The Salvation Army is an international religious and charitable movement, organized and operated on a quasi-military pattern, and is a branch of the Christian church.

2. All programs of The Salvation Army are administered by Salvation Army Officers, who are ministers of the Gospel.

3. The motivation of the organization is love of God and a practical concern for the needs of humanity.

4. The Salvation Army's provision of food, shelter, health services, counseling, and other physical, social, emotional, psychological and spiritual aid, is given on the basis of need, available resources and established program policies.

Organizations contracting and/or cooperating with The Salvation Army may be assured that because The Salvation Army is rooted in Christian compassion and is governed by Judeo-Christian ethics, The Salvation Army will strictly observe all provisions of its contracts and agreements.

Commissioners Conference:
May 1996

PURCHASE REQUISITION NBR: 0000211734

STATUS: PRE-AUDIT APPROVAL

REQUISITION BY: JMCCART
REASON: ESG GRANT
DATE: 1/07/13

SHIP TO LOCATION: COMMUNITY DEVELOPMENT
SUGGESTED VENDOR: 3459 SALVATION ARMY, THE
DELIVER BY DATE: 1/07/13

1	ESG GRANT COMMODITY: GRANTS SUBCOMMOD: CDBG	100000.00	DOL	1.0000	100000.00

REQUISITION TOTAL: 100000.00

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	02140014634778	Miscellaneous Services Salvation Army		100.00	100000.00
					100000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

K-1213-146

City of Norman, OK

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

Master

File Number: K-1213-147

File ID:	K-1213-147	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 28	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**	$100,000.00	**File Created:**	01/03/2013

File Name: K-1213-147 ESG for Thunderbird Clubhouse **Final Action:**

Title: CONTRACT NO. K-1213-147: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF COMMERCE ACCEPTING AN EMERGENCY SOLUTIONS GRANT IN THE AMOUNT OF $100,000 TO BE USED BY THUNDERBIRD CLUBHOUSE, INC., FOR HOUSING RELOCATION AND STABILIZATION SERVICES FOR THE HOMELESS AND FAMILIES SEEKING ASSISTANCE AND BUDGET APPROPRIATION.

Notes: ACTION NEEDED: Motion to approve or reject Contract No. K-1213-147 with the Oklahoma Department of Commerce accepting an Emergency Solutions grant in the amount of $100,000 to be used by Thunderbird Clubhouse, Inc.; and, if approved, authorize the execution thereof and appropriate $100,000 from Other Revenue/Emergency Shelter Grant Program (021-0000-331.13-19) to Miscellaneous Services/Thunderbird Clubhouse (021-4001-463.47-88).

ACTION TAKEN: _____

Agenda Date: 01/22/2013

Agenda Number: 28

Attachments: Text File ODOC Thunderbird Clubhouse, List of Agency Contracts, K-1213-147, ODOC Grant Thunderbird Clubhouse

Project Manager: Linda Price, Revitalization Manager

Entered by: linda.price@normanok.gov **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-147

Body

BACKGROUND: Beginning in 1987 the City of Norman sponsored local homeless agencies for funding from the U.S. Department of Housing and Urban Development (HUD) that was provided to the Oklahoma Department of Commerce (ODOC) for distribution. It is a requirement of ODOC that Emergency Solutions Grant (ESG) Program applications are sponsored by a unit of local government. Each application submitted by a unit of local government, designates a homeless service provider that will

receive the pass thru funding for the designated activities. On May 3, 2012 ODOC announced Requests for Applications (RFA) for Funding for the ESG. The RFA's were for 2012 funds.

The 2012 allocation of funding was $1,604,890 statewide. The process to secure the funds was done through a statewide competition with scoring done by ODOC. There were two tiers of funding available per application depending on the services that were applied for, with each tier having the amount of $50,000 each with a maximum award of $100,000 per agency. Applications for these funds were due at ODOC on June 15, 2012. Funding was expected to be available from approximately October 1, 2012 through September 30, 2013. The contract period will be October 1, 2012 through September 30, 2013, although the contracts are just now available to approve. All ESG expenditures by the homeless service agency are on a reimbursement basis from the City of Norman who is then reimbursed by ODOC.
Eligible expenditures from October 1, 2012 will be able to be reimbursed by the grant.

Eligible Components for 2012 Allocation

General Administration Activities - 3.75% max

Street Outreach - Subject to the expenditure limits, ESG funds may be used for costs of providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent, non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility.

Emergency Shelter Operations - Subject to the expenditure limit in § 576.100(b), ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters, renovating buildings to be used as emergency shelter for homeless families and individuals, and operating emergency shelters.

Homeless Prevention - ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the "homeless" definition in § 576.2.

Rapid Rehousing Assistance - ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing.

On May 22, 2012 City Council authorized the submittal of five applications to ODOC for the Emergency Solutions Grant for five agencies including Thunderbird Clubhouse, Inc. All of the applications were prepared by the agencies in consultation with the Continuum of Care and City of Norman staff. Distribution of funding to a nonprofit is permitted only when the unit of general local government, in which the assisted project is to be located, certifies that it approves the proposed project. This certification was submitted to ODOC with the application.

DISCUSSION: The application submitted by the City of Norman for Thunderbird Clubhouse, Inc. requested $100,000, and was funded for $100,000. The $100,000 is to be used for costs of operation, homeless prevention and rapid re-housing activities. Contract Number K-1213-147 is between the City of Norman and ODOC for Thunderbird Clubhouse, Inc. The following contract K-1213-148 is between the City of Norman and Thunderbird Clubhouse Inc. for the same amount.

RECOMMENDATION: Staff recommends approval of contract K-1213-147 between the Oklahoma Department of Commerce and the City of Norman for the Emergency Solutions Grant in the amount of $100,000; and approval to appropriate $100,000 from fund balance account number 021-0000-253.20-00 into expenditure account number 021-4001-463.47-88 (Thunderbird Clubhouse).

		Contract Amount	50% of funds provided by agency for project	Total Project Cost
K1213-139	ODOC 15381 - City of Norman	$ 50,000.00	$ -	
K1213-140	City of Norman - Food and Shelter, Shelter Agreement	$ 50,000.00	$ 50,000.00	$ 100,000.00
K1213-141	ODOC 15383 - City of Norman	$ 100,000.00	$ -	
K1213-142	City of Norman- East Main Place, Shelter Agreement	$ 100,000.00	$ 100,000.00	$ 200,000.00
K1213-143	ODOC 15380 - City of Norman	$ 100,000.00	$ -	
K1213-144	City of Norman - Women's Resource Center, Shelter Agreement	$ 100,000.00	$ 100,000.00	$ 200,000.00
K1213-145	ODOC 15382 - City of Norman	$ 100,000.00	$ -	
K1213-146	City of Norman - The Salvation Army, Shelter Agreement	$ 100,000.00	$ 100,000.00	$ 200,000.00
K1213-147	ODOC 15384 - City of Norman	$ 100,000.00	$ -	
K1213-148	City of Norman - Thunderbird Clubhouse, Shelter Agreeement	$ 100,000.00	$ 100,000.00	$ 200,000.00

FEI #: 736005350

CONTRACT -
PART I
SUMMARY AND SIGNATURES

Contracting Agency:	Oklahoma Department of Commerce State of Oklahoma (ODOC)
Contractor:	City of Norman
Contract Title:	
Contract Number:	15384 ESG 12
Federal Amount:	$100,000.00
Match Amount:	$100,000.00
Contract Amount:	$200,000.00
Source:	U.S. Department of Housing and Urban Development (HUD). Catalog of Federal Domestic Assistance (CFDA) Number 14.231
Funding Period:	October 1, 2012 through September 30, 2013

Submit Requisitions to:
Community Development
Oklahoma Department of Commerce

900 North Stiles
Oklahoma City, OK 73104-3234

Issue Payment To:
City of Norman
PO Box 370
Norman, OK 73070

AGREEMENT COMPONENTS:

Part I - Summary and Signatures

Certification Regarding Lobbying
PART II - GENERAL TERMS AND CONDITIONS

1. AVAILABILITY OF FUNDS

Payments pursuant to this contract are to be made only from monies made available to the Oklahoma Department of Commerce (ODOC) by the United States Department of Housing and Urban Development (HUD) for the Emergency Solutions Grant Program. Notwithstanding any other provisions, payments to Contractor by ODOC are subject to the availability of such funds to ODOC as determined by Federal and/or State action and/or law. ODOC may take any action necessary in accordance with such determination.

2. MODIFICATION (AMENDMENT)

a. This contract is subject to such modification as may be required by Federal or State law or regulations. Any such modification may be done unilaterally by ODOC.

b. Any modifications to the contract and budget attached hereto and made a part hereof, other than the modifications set forth in paragraph 2(a) above, must be

approved in writing, in advance, by ODOC.

c. This contract is for a one (1) year project but, under certain circumstances and with ODOC approval, may possibly be extended.

d. A waiver by ODOC of any provision of this contract must be in writing and signed by the Director of ODOC or his designee.

3. ODOC

ODOC will provide funding for the project up to the total contract amount.

4. CONTRACTOR

a. The Contractor agrees to perform those duties, obligations and representations contained in its application and to be bound by the provisions of its application and all amendments thereto, which were submitted to and accepted by ODOC in contemplation of this contract, said application being incorporated herein and made a part hereof by reference. Any conflict between said application and the provisions of this contract shall be controlled by Part II of this contract.

b. In no event will any subcontractor incur obligation on the part of ODOC.

c. The Contractor is responsible for ensuring that the respective recipients of the funds provided in this contract carry out their programs in compliance with the requirements of 24 CFR, Part 576, of the Federal Register.

d. The Contractor will avoid involuntarily displacing lower-income persons. If such displacement is unavoidable, the Contractor shall take action to mitigate any adverse effects on these persons.

5. EMPLOYEE BENEFITS

Contractor has full responsibility for payment of Workers' Compensation insurance, unemployment insurance, social security, State and federal income tax, and any other deductions required by law for its employees.

6. CERTIFICATIONS BY CONTRACTOR

a. Contractor expressly agrees to be solely responsible to ensure that the use of monies received under this contract complies with all federal, State and local statutes, regulations and other legal authority, all as modified from time to time, that affect the use of said monies.

b. Contractor specifically certifies and assures that it will comply with applicable terms of the following statutes, regulations and executive orders:

(1) Non-Discrimination and Equal Opportunity

(a) Title VI of the Civil Rights Act of 1964 (42 USC §§2000d, et seq.), which prohibits discrimination on the basis of race, color or national origin under any program receiving federal funds. HUD regulations are at 24 CFR Part 1.

(b) The requirements of the Fair Housing Act (42 USC §§3601-19) and implementing regulations at 24 CFR Part 100.

(c) Executive Order 11063 (1962) as amended by Executive Order 12259 (1981), which requires equal opportunity in housing. HUD regulations are at 24 CFR Part 107.

(d) 42 USC §5309, which prohibits discrimination on the basis of race, color, familial status, national origin or sex in connection with funds made available pursuant to the Act. This section also prohibits discrimination on the basis of age and disability as provided in:

[1] Age Discrimination Act of 1975 (42 USC §§6101-07) and implementing regulations at 24 CFR Part 146.

[2] Section 504 of Rehabilitation Act of 1973 (29 USC §794) and implementing regulations at 24 CFR Part 8. For the purposes of the Emergency Solutions Grants Program, the term "dwelling units" in 24 CFR Part 8 shall include sleeping accommodations.

(e) Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), which requires that, to the greatest extent feasible, opportunities for training and employment be provided to lower-income persons in the project area and that contracts for work in connection with the project be awarded to businesses in, or owned in substantial part by, residents of the project area. Regulations are at 24 CFR Part 135.

(f) Executive Order 11246 (1965), which prohibits discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action in connection with federally assisted construction contracts. Regulations are at 24 CFR Part 130 and 41 CFR Part 60-1.

(g) Executive Orders 11625, 12432 and 12138 requiring efforts to encourage the use of minority and women's business enterprises in connection with activities funded by this contract.

(h) 42 USC 11375(c)(7), which requires that, to the maximum extent practicable, Contractor shall involve homeless individuals and families in the construction, renovation, maintenance and operation of the facilities assisted under the ESG

Program and in the provision of services for occupants of these facilities.

c. The Contractor shall require the shelter to certify and make known that use of the facilities and services are available to all on a nondiscriminatory basis. Where the procedures a shelter intends to utilize to make known the availability of such facilities and services are unlikely to reach persons with disabilities or persons of any particular race, color, religion, sex, age, familial status, national origin or disability within their service area who may qualify for them, the shelter must establish additional procedures that will ensure these persons are made aware of the facilities and services. Shelters must also adopt and implement procedures designed to make available to interested persons information concerning the existence and location of services and facilities that are accessible to persons with a disability. (24 CFR Part 576.79(a)(6).

d. Drug-Free Workplace

(1) The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21 apply to the Emergency Solutions Program. The sub grantee must have and follow policies stating that it is unlawful for employees distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an ongoing drug-free awareness program to inform employees about:

(a) The dangers of drug abuse in the workplace;

(b) The grantee's policy of maintaining a drug-free workplace;

(c) Any available drug counseling, rehabilitation, and employee assistance programs; and

(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

e. Affirmatively Furthering Fair Housing

(1) Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funding recipients. Sub grantees will have a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act. Protected classes include race, color, national origin, religion, sex, disability, and familial status.

f. Discharge Policy

(1) The sub grantee must have an established policy for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons.

g. The Contractor certifies that it is in compliance with 25 O.S.§1313(B).

h. The patent rights to any discovery or invention developed as part of the specific activity funded by Community Development Block Grant funds shall belong to the United States Department of Housing and Urban Development.

7. OTHER FEDERAL REQUIREMENTS (REHABILITATION ONLY)

a. No costs shall be incurred until after the Contractor has received written notice from ODOC that the Contractor has satisfied the specific requirements listed below for release of funds. The Contractor shall submit to ODOC a "Request for Release of Funds" and required supporting documentation as follows:

(1) Environmental Review: The Contractor shall complete an Environmental Review for each rehabilitation project (See Requirement 702).

(a) Finding of Exemption: With regard to the environmental requirements of NEPA and the environmental requirements of related federal authorities, it is the finding of ODOC that the activity of Administration located in 24 CFR 58.34(a)(3) is an exempt activity. Upon execution of this contract the activity of administration requires no further environmental review.

(b) Finding of Categorical Exclusion Exempt From 24 CFR 58.5: With regard to the environmental requirements of NEPA and the environmental requirements of related federal authorities, it is the finding of ODOC that the activities of Operations, Services and Prevention located in 24 CFR 58.35(b) are Categorically Excluded activities not subject to 58.5. Upon execution of this contract these activities require no further environmental review.

(c) Rehabilitation and Non-Rehabilitation Projects: If funds provided by this contract are being passed through the Contractor to another entity, an agreement between the Contractor and the other entity setting forth the terms and conditions for use of said funds must be submitted to ODOC prior to disbursement of any funds and must also be kept on file by the Contractor. Said contract must be executed and in place within 30 days of the start date of this contract.

b. Labor Standards

(1) Contract Work Hours and Safety Standards Act (40 USC §§327, et seq.), which requires over-time compensation. Regulations are at 29 CFR Section 5.

(2) The provision of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.

c. Environment

(1) The Contractor's chief executive officer hereby assumes the status of a responsible federal official under the National Environmental Policy Act of 1969 and accepts jurisdiction of the State and federal courts for the purpose of enforcement responsibilities as such an official.

d. Acquisition and Relocation

(1) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §§4601-4655. Section 305 of Title III and Section 210 of Title II require State and local recipients to comply with real property acquisition and relocation requirements set forth in said Act. Regulations are at 49 CFR, Part 24, Subpart B.

(2) Costs arising under the URA are eligible for federal financial assistance in the same manner and to the same extent as other program or project costs (see 42 U.S.C. 4631(a)).

e. Lead-Based Paint

Title IV of the Lead-Based Paint Poisoning Prevention Act (42 USC §§4801, et seq.), which prohibits the use of lead-based paint in residences for which Federal assistance is provided. Regulations are at 24 CFR Part 35, subparts A, B, M and R shall apply to housing occupied by families receiving assistance through ESG.

f. Termination of Assistance

Section 415 of the Stewart B. McKinney Homeless Assistance Act (42 USC §11275) as amended by Section 1402(d) of the Housing and Community Development Act of 1992, which requires the Contractor to establish and comply with a formal process for the termination of assistance to any individual or family.

8. HOLD HARMLESS CLAUSE

Contractor shall, within limitations placed on such entities by State law, save

harmless the State of Oklahoma, its agents, officers, and employees from all claims and actions, and all expenses defending same, that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by Contractor. Contractor shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark, copyright, or from any claim or amounts arising or recovered under Workers' Compensation Law or any other law. In any agreement with any subcontractor or any agent for Contractor, Contractor will specify that such subcontractors or agents shall hold harmless the State of Oklahoma, its agents, officers, and employees, for all the hereinbefore described expenses, claims, actions, or amounts recovered.

9. POLITICAL ACTIVITY

a. All employees of the Contractor shall observe the limitations on political activities to which they may be subject under the Hatch Act (5 USC §§1501, et seq., 18 USC §595).

b. No portion of the contract funds may be used for any political activity or to further the election or defeat of any candidate for public office.

c. No portion of the contract funds may be used for lobbying activities.

d. Lobbying and Disclosure Requirements

To the best of the Contractor's knowledge and belief:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(3) It will require that the language of paragraphs 1 and 2 of this certification be

included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

10. NO-CONFLICT COVENANTS

a. Contractor covenants that no officers or employees of any governing board of Contractor have any interest, direct or indirect, and that none shall acquire any such interest during their tenure or for one year thereafter that would conflict with the full and complete execution of this contract. Contractor further covenants that in the performance of this contract no person having any such interest will be employed.

b. In addition to paragraph 10(a) above, Contractor shall assure that no agent, consultant or nonprofit recipient who receives funds from this contract and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or those with whom he or she has family or business ties during his or her tenure or for one year thereafter.

11. PUBLICATIONS AND OTHER MATERIALS

a. No material produced in whole or in part under this contract shall be subject to copyright in the United States or any other country. ODOC shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this contract.

b. Any publication or other material produced as a result of this contract shall include in a prominent location near the beginning the following statement:

This (type of material) was financed in whole or in part by funds from the U.S. Department of Housing and Urban Development as administered by the Oklahoma Department of Commerce.

12. CONTRACT ADMINISTRATION

a. Contractor shall comply with Treasury Circular 1075 concerning cash management of federal funds, and with ODOC requirements pursuant thereto, which are set forth in the ODOC Contractors Implementation Manual.

b. Contractor shall comply with 24 CFR Part 85 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 24 CFR Parts 50 and 576 and OMB Circular A-87, Cost Principles

for State and Local Governments, except as directed otherwise in writing by ODOC, as they relate to the application, acceptance and use of federal funds, and with ODOC requirements pursuant thereto, which are set forth in the ODOC Contractors Implementation Manual.

c. All contractual agreements between the Contractor and any primarily religious organizations receiving funds provided by this contract must include the following assurances in addition to, and not in substitution for, other provisions of this contract regarding the provisions of essential services and/or the payment of operational costs for emergency shelters pursuant to the Emergency Solutions Grants Program. The Provider:

(1) Represents that it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization; and

(2) Agrees that, in connection with such essential services and operational costs:

(a) It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

(b) It will not discriminate against any persons seeking emergency shelter and related services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

(c) It will provide no religious instructions or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of services or the use of facilities or furnishings assisted in any way under this contract.

13. RELEASE OF FUNDS

a. In the case of a rehabilitation project, funds provided by this contract shall not be obligated or expended until ODOC has issued a "Authority To Use Grant Funds". This notice shall not be issued until the Contractor has submitted a "Request for Release of Funds" and all required Environmental Review documentation and/or Sponsor Shelter Agreement has been submitted.

b. In the case of a non-rehabilitation project, funds provided by this contract will not be disbursed until ODOC has received the RFROF and the sponsor shelter agreement where applicable.

c. The Sponsor Shelter Agreement is to be submitted to ODOC if funds provided by

this contract are being passed through the Contractor to another entity. This agreement setting forth the terms and conditions for use of funds must be submitted to ODOC within 30 days of contract start date. If rehabilitation (major or otherwise) is involved, the agreement must include a signed statement that will comply the building use and accessibility requirements as outlined in the ESG Implementation Manual.

14. COMPENSATION TO CONTRACTOR

a. Funds made available pursuant to this contract shall be used only for expenses incurred during the period funded as specified in Part I for the purposes and activities approved and agreed to by ODOC. No ODOC funds may be used for expenses incurred either prior to or after the time period specified.

b. Contractor shall match funds provided under this contract, dollar for dollar, as set forth in its application. Contractor shall expend match funds proportionate to the expenditure of ESG funds monthly. Monthly submission of expenditure reports should reflect the expenditure of both match and ESG funds.

c. ODOC shall disburse funds to the Contractor upon receipt and approval by ODOC of timely, properly executed Requests for Funds. The Contractor may submit a Request for Funds as often as necessary to meet its financial obligations. All funds received shall be expended within three (3) days of receipt. The Contractor shall submit an actual Monthly Expenditure Report by the twentieth (20th) of the following month, regardless of whether or not funds have been expended that month.

d. All requests for funds should be submitted to ODOC during the period funded. A final claim may be submitted no later than 60 days after the final date of the period funded. Said claim will be allowed only for reimbursement of actual expenditures. Any claim submitted after the 60 days may be disallowed by ODOC.

e. If ODOC determines that payment based on estimated expenditures is resulting in accumulation of excessive balances of cash on hand, ODOC may modify the basis for compensation to Contractor to effect proper cash management.

f. If a question arises as to the validity of any claim made under this contract and the parties are unable to resolve such question by negotiation, then the Contractor may request a resolution of the question pursuant to the terms of this contract and the administrative procedures available through ODOC rules promulgated pursuant to the Oklahoma Administrative Procedures Act, 75 O.S. §§251, et seq.

g. All funds provided for activities must be obligated within 120 days of the contract start date and expended within 12 months of the contract start date.

h. (Street Outreach Component.) Subject to the expenditure limits, ESG funds may be used for costs of providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent, non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility. For the purposes of this grant, the term "unsheltered homeless people" means individuals and families who qualify as homeless under paragraph (1)(i) of the "homeless" definition under § 576.2. The eligible costs and requirements for the Street Outreach Component consist of such services listed in the companion Contractor Implementation Manual.

i. (Emergency Shelter Component.) Subject to the expenditure limit in § 576.100(b), ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters, renovating buildings to be used as emergency shelter for homeless families and individuals, and operating emergency shelters. The eligible costs and requirements for the Emergency Shelter Component consist of such services listed in the companion Contractor Implementation Manual.

j. (Homelessness Prevention) ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the "homeless" definition in § 576.2. This assistance, referred to as homelessness prevention, may be provided to individuals and families who meet the criteria under the "at risk of homelessness" definition, or who meet the criteria in paragraph (2), (3), or (4) of the "homeless" definition in § 576.2 and have an annual income below 30 percent of median family income for the area, as determined by HUD. The costs of homelessness prevention are only eligible to the extent that the assistance is necessary to help the program participant regain stability in the program participant's current permanent housing or move into other permanent housing and achieve stability in that housing. Homelessness prevention must be provided in accordance with the housing relocation and stabilization services requirements in § 576.105, the short-term and medium-term rental assistance requirements in § 576.106, and the written standards and procedures established under § 576.400. The eligible costs and requirements for Homelessness Prevention consist of such services listed in the companion Contractor Implementation Manual.

k. (Rapid Re-housing assistance component) ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. This assistance, referred to as rapid re-housing assistance, may be provided to program participants who meet the criteria under paragraph (1) of the "homeless" definition in § 576.2 or who meet the criteria under paragraph (4) of the "homeless"

definition and live in an emergency shelter or other place described in paragraph (1) of the "homeless" definition. The rapid re-housing assistance must be provided in accordance with the housing relocation and stabilization services requirements in § 576.105, the short- and medium-term rental assistance requirements in § 576.106, and the written standards and procedures established under §576.400. The eligible costs and requirements for Rapid Re-housing consist of such services listed in the companion Contractor Implementation Manual.

l. [Homeless Management Information System (HMIS) Component] The subrecipient may use ESG funds to pay the costs of contributing data to the HMIS designated by the Continuum of Care for the area. The eligible costs and requirements for Data Collection consist of such services listed in the companion Contractor Implementation Manual.

m. Paying costs of staff to travel to and attend HUD-sponsored and HUD-approved training on HMIS and programs authorized by Title IV of the McKinney-Vento Homeless Assistance Act;

n. Paying staff travel costs to conduct intake; and

o. Paying participation fees charged by the HMIS Lead, if the subrecipient is not the HMIS Lead. The HMIS Lead is the entity designated by the Continuum of Care to operate the area's HMIS.

p. The Contractor may use up to 3.75 percent (3.75%) of the contract for administration of the approved activities.

q. All or part of the funds provided by this contract may be distributed to nonprofit recipients, as identified in the approved application, for eligible activities.

r. Only activities listed in this contract or in the companion Contractors Implementation Manual as eligible activities that can be charged to this grant.

15. PROCUREMENT

a. Procurement, management and disposition of property acquired with contract funds shall be governed by Federal and State law, except as otherwise directed by ODOC in the Contractors Implementation Manual. Applicable State laws include the Public Competitive Bidding Act of 1974, 61 O.S. 101, et seq.

b. Materials acquired for construction purposes shall be deemed real property once they have become a part of the construction.

16. RECORDS, REPORTS, DOCUMENTATION

a. Contractor shall maintain records and accounts, including property, personnel and financial records, that properly document and account for all project funds. Specific types and forms of record are required by the ODOC Contractors Implementation Manual. The Manual is hereby annexed and incorporated and made a part of this contract. The Manual may be amended during the current contract period by ODOC. All amendments shall be based on changes in Federal and State laws or regulations and shall be mailed to the Contractor at the address indicated in Part I of the contract. Requirements pertaining to the maintenance of records, reports and documentation are included in the companion Contractors Implementation Manual.

b. Contractor shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this contract for at least five (5) years from the date of submission of the Final Expenditure Report or until all audit findings have been resolved, whichever is later. All records and accounts shall be made available on demand to the Oklahoma State Auditor and Inspector, the U. S. Department of Housing and Urban Development, the Comptroller General and ODOC, its agents and designees, for inspection and use in carrying out its responsibilities for administration of funds.

c. Contractor shall develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted with Emergency Solutions Grant funds and to ensure that the address and location of any family violence shelter project assisted with Emergency Shelter Grant funds will, except with written authorization of the person or persons responsible for the operation of such shelter, not be made public. Requirements pertaining to the development and implementation of required procedures are included in the companion Contractors Implementation Manual.

d. During the contract period, the Contractor shall submit Monthly Progress Reports and one (1) Final Report to ODOC. The reports will be due as follows:

(1) Monthly Progress Reports due the 20th of each month, reporting information from previous month.

(2) November 30, 2013: Final Report (due with closeout).

e. The Contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of this contract.

17. CLOSING OUT OF PERIOD FUNDED

a. Contractor shall promptly return to ODOC any funds received under this contract

that are not expended as of the final date of the period funded. Funds shall be considered expended only if goods and services have been received as of the final date of the period funded.

b. ODOC may unilaterally modify this contract to subtract the total amount of funds not obligated by the Contractor as of the final date of the period funded.

c. Contractor shall submit Closeout Documents in accordance with the forms and Requirement in the Contractors Implementation Manual no later than 60 days after the final date of the period funded or upon completion of the project.

18. AUDIT, DISALLOWED COSTS

a. The Contractor shall comply with ODOC's Audit Policies and Audit Procedures, which are incorporated herein and made a part hereof.

b. Contractor shall provide ODOC with timely copies of reports on any audits that include funds received from ODOC.

c. In the event an audit results in the determination that the Contractor has expended contract funds on unallowable costs, the Contractor shall reimburse ODOC in full for all such costs.

19. PROGRAM INCOME

Contractor shall account to ODOC for all program income resulting from this agreement. Disposition of program income will be determined by ODOC.

20. INTERPRETATION, REMEDIES

a. In the event the terms or provisions of this contract are breached by either party or in the event that a dispute shall arise between the parties regarding the meaning, requirements or interpretation of the terms and provisions of this contract, then such breach or dispute shall be resolved pursuant to the terms of this contract and the administrative procedures available through ODOC rules established pursuant to the Oklahoma Administrative Procedures Act, 75 O.S. §§251, et seq.

b. Neither forbearance nor payment by ODOC shall be construed to constitute waiver of any remedies for any default or breach by Contractor that exists or occurs later.

21. TERMINATION OR SUSPENSION

a. This contract may be terminated or suspended in whole or in part at any time by written agreement of the parties.

b. This contract may be terminated or suspended by ODOC, in whole or in part, for cause, after notice and an opportunity for Contractor to present reasons why such action should not be taken. Procedures for such a process shall be in accordance with the General Rules of Practice and Procedure of the Department. Grounds constituting cause include but are not limited to:

(1) Failure of Contractor to comply with provisions of this contract or with any applicable laws, regulations, guidelines or procedures, including ODOC requirements and issuances, or undue dilatoriness in executing its commitments under this contract.

(2) Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.

(3) Submission by Contractor of incorrect or incomplete documentation pertaining to this contract.

(4) Undue dilatoriness by Contractor in executing its commitments under a prior contract with ODOC, including, but not limited to, submission of any audits due, resolution of audit findings and monitoring results.

c. In the event of termination or suspension, Contractor shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action, and to reimbursement for reasonable and necessary expenses. Contractor shall reduce to the minimum possible all obligations, prepaid expenses and other costs.

d. Contractor shall not be relieved of liability to ODOC for damages sustained by ODOC by virtue of any breach of this contract by Contractor. ODOC may withhold payments due under this agreement pending resolution of the damages.

22. SEVERABILITY CLAUSE

If any provision under this contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.

SPECIAL CONDITIONS:

SIGNATURES – EXECUTION OF CONTRACT

The rights and obligations of the parties to this contract are subject to and governed by Part II – Terms and

Conditions. To the extent of any inconsistency between the general and the specific, the specific governs.

I certify that I am authorized to sign this document, and any attachments or addendums thereto, and I have read and agree to all parts of the contract.

Executed by:City of Norman

Signature of Authorized Official

Date

Executed by:
OKLAHOMA DEPARTMENT OF COMMERCE

Signature of Authorized ODOC Official

Date

ATTEST:

City Clerk

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY _____ DATE 1/4/13

Oklahoma Department of Commerce
Office of Community Development
Application for Financial Assistance FY 2012 Emergency Solutions Grant Program

1.a. Type of Submission ☐ Rehabilitation/Conversion ■ Non Rehabilitation/Conversion	2.a. Has the Shelter received ESG funds in previous years? If yes, indicate which year and contract numbers. 13879 ESG09, 14203 ESG10; 14805 ESG 11
3a. Applicant Name (Sponsor) The City of Norman	3b. Shelter Name Thunderbird Clubhouse, Inc.
3c. Applicant address PO Box 370, Norman, OK 73070	3d. Shelter mailing address, street address 1251 Triad Village Drive, OK 73071
3e. Applicant contact name, email address and phone number Linda Price 405-366-5439 Linda.price@normanok.gov	3f. Shelter contact name, email address and phone number Pam Sanford 405-620-3726 Psanford12356@gmail.com
3g. County Cleveland	3h. County Code 14
4. Employer Identification Number (EIN) 7 3 — 6 0 0 5 3 5 0	4.a. DUNS Number 1 0 1 5 0 1 2 4 0
5. Applicant Category ■ City/Town ☐ County ☐ Community Action Agency	6. Estimated # beneficiaries We will be able to assist over 125 households (400 individuals) with this project.
7. Contract Start Date: **October 1, 2012** Contract Ending Date: **September 30, 2013**	8. Requested Funding for this Project:
9. Description of Project: Operations, Homeless Prevention and Rapid Re-Housing.	Applicant (Match) $100,000 ESG Request $100,000 Other (Additional Funds) $ **Total Project: $200,000**
10a. Applicant State Legislative Districts (list individual county and district #) House 44, 45, 46, and 53; Senate 15, 16, and 17 10b. Shelter State Legislative Districts (list individual county and district #) House 44, 45, 46, and 53; Senate 15, 16, and 17	11. Does the Applicant have any ODOC audit exceptions? ☐ Yes, if "yes" attach explanation ■ No
12. To the best of my knowledge and belief, al data in this application are true and correct. The document has been duly authorized the Governing Body of the Applicant and the applicant will comply with the attached assurances if the assistance is awarded.	12a. Name/Title of Authorized Representative: Cindy S. Rosenthal, Mayor of the City of Norman
12b. Signature of Authorized Representative:	Cindy S Rosenthal
12d. Date Signed:	

ODOC Form 424
ESG 2012

23

SECTION I: COMMUNITY NEED(S) (15 points possible)
ONE PAGE MAXIMUM

I-1 Describe the need for homeless assistance services in your area. Include local data. For example (but not limited to), numbers served; numbers turned away, local poverty statistics, etc.

The most recent Point In Time in the Norman community revealed that on that date in January 2012, 616 (338 were 17 years or younger) people were identified as homeless (as defined by HUD) and another 324 identified as homeless though they did not meet the HUD definition. It is important to note that in addition to these 940 people, there were households totaling 2,500 people were precariously housed or possibly homeless. (as identified by the Cleveland County Department of Human Services) According to the Substance Abuse and Mental Health Services Administration, 20 to 25% of the homeless population in the United States suffers from some form of severe mental illness. Our Point in Time data reflects we have 86 homeless individuals with mental illness which is higher than the national average. This may be due to Norman being home to the last state psychiatric facility.

Thunderbird Clubhouse serves on average 120 adults with mental illness per month. The majority are psychiatrically stable and are housed safely and affordably. However, we receive a minimum of four phone calls a month asking for housing or housing assistance from individuals who are *not* Clubhouse members. In addition, we serve an average of twelve Clubhouse members per month with housing or housing support. We know that there are persons with mental illness in our community that are homeless and need the housing and housing support that Thunderbird Clubhouse offers.

One additional set of data is critical as we consider the needs of persons that are homeless. We know that housing alone is not enough to assisting someone to move toward recovery from mental illness. Work provides a restorative, healing element to increasing stability in an individual's life. The unemployment rate for adults living with mental illness is three to five times higher than for those without mental illness. (Burke-Miller, J.K., *et al.*, "Demographic Characteristics and Employment Among People with Severe Mental Illness in a Multisite Study," *Community Mental Health Journal* 42(2), April 2006) The Clubhouse model has been identified as a best practice by the U.S. Substance Abuse and Mental Health Services Administration. Clubhouses, like Thunderbird, have shown successful supported employment outcomes in terms of length of employment, total hours worked and earnings. (Macias, C., *et al.*, "Supported Employment Outcomes of a Randomized Controlled Trial of ACT and Clubhouse Models," *Psychiatric Services* 57(10), October 2006.)

I-2 How was data showing proof of need collected?

The Point in Time data collected by our community is coordinated by the lead agency for the Cleveland County Continuum of Care which is City of Norman. The staff there insures that every agency in the Continuum of Care as well as churches, law enforcement officials from the Cleveland County Sheriff, Norman, Lexington and Moore Police Departments, gather statistics in the same way and on the same date. The data is gathered, compiled and interpreted in a consistent way so that any apparently conflicting information is clarified. We have a very cohesive Continuum of Care so we are confident that all agencies and organizations are collecting the best data possible. The lead agency also monitors the agency data monthly to track trends and to identify data irregularities. The sources of other data showing proof of need is cited above.

SECTION II: Proposed Use of Funds (Programmatic) (50 points possible)
THREE PAGE MAXIMUM

II-1. What sub-population(s) does the shelter serve (check all that apply)

____ Children and Youth
____ Chronic Substance Abusers
_X_ Co-Occurring Disorder (see definition)
____ Expectant Mothers
____ Persons with HIV/Aids
_X_ Mentally Ill
____ Unaccompanied Youth
_X_ Veterans
____ Victims of Domestic Violence
_X_ Other (specify) **Individuals served could also fall into additional categories listed above (persons with HIV/Aids and be victims of domestic violence) but the categories checked are the ones most frequently served.**

II-2. Describe the organization's Emergency Shelter Component and Shelter Services.

We are applying for Tier I and Tier II but if not approved for both, would accept Tier I funding alone.

Emergency Shelter: The emergency shelter component provided by Thunderbird Clubhouse consists of one 650 square foot house ("The Eufaula House") suitable for one adult (or two in the same household). It is an ideal space for persons with mental illness because they are free from the stress created by roommates that they do not know. In the transition from homelessness, persons with mental illness benefit from a quiet, safe environment. We believe that the more typical group living situations in emergency shelters are not conducive to the person becoming stable and ready to move on to permanent housing. The Eufaula House is our very affirming version of the philosophy of "housing first"—it is attractive, well furnished and has a very warm, homey atmosphere. When an individual lives in the Emergency Shelter they typically do not pay rent because they usually do not have a source of income. If they have a source of income, we will work to house them in a different type of housing that we manage. If our emergency shelter is full we provide funding for hotel vouchers until other emergency or permanent housing can be secured.

Shelter Services: When an individual is housed in The Eufaula House, we will work closely with them to assess their needs then develop an "Action Plan". This action plan is used by the case manager and the individual to guide their work toward permanent housing and their housing stability. The plan is monitored regularly and the individual is provided the individualized support necessary to achieve their employment and independent living goals. This often means the Clubhouse will place the individual in a job and then job coach them to insure success, provide assistance with applying for disability if work is not an option, linkage with local providers of general medical and mental health services. The Clubhouse can provide case management and many wrap around services except for medical and psychiatric treatment. Often we provide transportation to appointments or work to ensure the individual is successful and gets the services they need.

The Eufaula House is our emergency shelter but we provide a continuum of housing options at Thunderbird Clubhouse. We are currently under contract for 2 Shelter + Care units, awaiting a contract for an additional Shelter + Care unit, manage 4 Section 8 project based vouchers, and own 3 residences that house 1-2 individuals each. In total, we have the capacity to serve, on average 11 people per month. That allows flexibility in housing individuals and an ability to respond with individualized services and support. We can quickly address housing needs that

arise within our Clubhouse membership. Clubhouse staff are in touch and supporting members in our housing on a regular basis. Because of this we are able to head off any problems with landlords, housekeeping, neighbors, etc.

II-3. Describe the organization's Street Outreach Services.

Thunderbird Clubhouse is a recovery community and wants to make it possible for any citizen with mental illness to access its services. Street outreach built upon forming relationships is a natural extension of our philosophy that is rooted in the belief in, and commitment to, relationships that are respectful and communicate dignity.

The Clubhouse outreach staff would work with other community service providers, churches, police, fire and other organizations to identify persons for outreach. (This will also involve learning the areas of the community to frequent to locate persons that are homeless.) The outreach worker would then approach the individual that is homeless and, over time, move past engagement, to the fulfillment of essential needs, crisis intervention, and finally, connection to other resources. It is critical that the outreach worker maintain the relationship until such time that the individual is *solidly* linked to a support system. For example, a simple referral to the mental health center or the directive to, "go there and get treatment" is not the approach to be used. We conceptualize this as a very mobile, "front-line" approach that involves engaging the individual where they are at that moment. Because the outreach worker will be based in the Clubhouse, they will have access to resources already present at the Clubhouse (the Eufaula House, S + C, project based vouchers, our meal program, employment linkage, etc.) to assist the individual to make progress.

II-4. List shelter's days and hours of operation and 24/7 availability.

The hours of Thunderbird Clubhouse are Monday through Friday 8:00am to 5:00pm, some Saturdays and every holiday. The housing case manager is available 24/7 as are other Clubhouse staff.

II-5. What is the maximum length of stay?

The maximum length of stay in the emergency shelter is 6 months though if the individual is making progress on their action plan and requires longer to insure income, the time may be extended.

II-6. Does your shelter charge a fee for services? If yes, provide explanation.

There is no charge for the emergency shelter or emergency shelter services. However, with regard to other housing, depending upon the funding source, their may be a rent calculation as per HUD regulations for that program.

II-7 Describe how clients will access requested funds for Rapid Rehousing and/or Prevention; including what documentation is collected / verified regarding the client's program eligibility.

Thunderbird Clubhouse is a participant in the Central System for Intake and will receive referrals via this mechanism. Please see attached for description of Central System for Intake as well intake and assessment forms. Any funds awarded to Thunderbird Clubhouse through this grant will be accessible by other agencies in our Continuum of Care. In other words, if grant monies are awarded to us, we will accept referrals from other agencies via the CSI. If however, a Clubhouse member requests funding they will access the funds through the Clubhouse housing case manager who will assess their eligibility. If the individual is requesting Rapid Rehousing assistance they will need to provide documentation that they are literally homeless. This

documentation can be observation by an outreach worker, documentation by another housing or service provider, certification by the head of household or discharge papers from the institution where they had been residing. Prevention money is also accessed through the housing case manager by providing documentation such as eviction notice, cut off notice, documentation that they do not have the income to secure permanent housing. While Clubhouse members will not be required to go through the CSI, all data gathered about Clubhouse members who receive services will be entered into CSI data base.

II-8 Describe what level of case management clients receive at the Shelter and identify the person(s) responsible for carrying out case management activities

The individual at the emergency shelter will be contacted at least 3 times per week or expected to be in the Clubhouse 3 times per week. The case manager will be responsible for insuring that the individual is making progress on their action plan as well as linking with other resources as defined. The housing case manager is responsible for carrying out these activities or making sure they are carried out by another Clubhouse staff person.

Through the Clubhouse, the individual in our emergency shelter will have access to all the services of the Clubhouse. They will be able to participate in the vocational development component, job linkage and support, social and recreational events, advocacy and educational linkage and support. Because the Clubhouse emphasis is on building supportive relationships, the services are provided from a holistic approach by the same team of people rather than referring the individual to several agencies.

II-9 Describe steps clients take to enter transitional and/or permanent housing.

When an individual has the income to be able to be successful in permanent housing, Clubhouse will help them locate the housing, facilitate the application process, go to appointments with them and make sure they have furnishings to make their apartment a home. This has involved us moving individuals in, going with them to purchase furniture, seeking donations of linens, kitchen items, etc. If the individual makes the decision to move to transitional housing, we will refer them to the appropriate program and support the individual in the application process which may require one or two appointments or interviews. They may continue to participate in the Clubhouse after moving to permanent or transitional housing.

II-10 How will the services proposed address the needs of the households serviced allowing them to become self sufficient in order to maintain permanent housing?

It is clear that the provision of housing alone is not adequate to insure success for persons in recovery from mental illness. The one thing most often cited by persons in recovery as something they hope to achieve is a job. Thunderbird Clubhouse can help individuals return to work through our employment program. We place individuals in jobs in the community and then job coach them to improve their odds to succeed in the job. In addition to jobs, we will support those who choose to return to school. Another Clubhouse services, social and recreational events help members build a support network. Isolation is a very real threat for those in recovery from mental illness. The social events, including major holiday celebrations, bring Clubhouse participants together; friendships are formed and plans are made for get-togethers outside the Clubhouse. We have heard time and again how vital this component is for Clubhouse participants. In addition, we serve two meals a day Monday through Friday; participants have access to a computer lab; there are opportunities to learn computer skills, leadership skills as well as participation in fundraising and advocacy. Once an individual becomes a "member" of Thunderbird Clubhouse they have access to a multitude of services which will support them in their recovery and the maintenance of permanent housing. There are no time limits on these services: "membership" at the Clubhouse is for a lifetime if the individual chooses. Consequently the support is always available in times of increased stress or crisis.

SECTION III: PERFORMANCE MEASURES (30 points possible)
ONE PAGE MAXIMUM

Here are the two performance measures that will be tracked Statewide.

1. People accessing emergency shelters move into permanent housing
2. People accessing emergency shelters increase the amount of income

III-1 List local Program Performance Measures and Outcomes. How will achieving the local performance measures help achieve the State Performance measures?

Please see attached ECHO plan for local Program Performance Measures and Outcomes. Our Cleveland County Continuum of Care has focused diligently on increasing the number of permanent supportive housing beds available. Thunderbird Clubhouse currently has 3 permanent supportive housing properties, plus the 3 Shelter + Care slots we are currently contracted for, we are waiting for 1 Shelter + Care slot to be contracted (we have been approved), and 4 project based vouchers through the Norman Housing Authority. We have invested substantial time and resources in the development of our housing component so that we can better serve the individuals with mental illness that are part of our community. As we address the needs of those with mental illness, the remainder of the Continuum is free to address the needs of others that are homeless.

III-2 List the number of clients to be served.

Emergency Shelter "The Eufaula House": minimum of 2
Other emergency shelter placements in the community: 2
Emergency Shelter services: 5
Street Outreach: 15 min.
Prevention and Rapid Rehousing: 15

III-3 How will the data be collected?

The housing case manager and street outreach staff will have primary responsibility for collecting data, entering the data into HMIS and communicating with the CSI to insure inclusion of data into that system. We have several data bases that we currently maintain at Thunderbird Clubhouse, including HMIS, so we are very familiar with this one as well as being familiar with the infrastructure needed to collect and record data.

SECTION IV: COMMUNITY and LOCAL GOVERNMENT COMMITMENT (5 possible points)

IV-1 Applicants able to provide documentation of community and local government commitment through the availability of matching funds to support this project. (ODOC-1 form, include documentation on entity letterhead). Eligible forms of match include but are not limited to:

- The value of the time and services contributed by volunteers to carry out the program at a rate of $5.00 per hour.
- Volunteers providing professional services such as medical or legal services valued at the reasonable and customary rate in the community.
- The value of any donated material or building.
- The value of any building lease using a method to reasonably calculate fair market value.

IV-2 Applicants able to document cash match from these entities. Eligible forms of match include but are not limited to:

- The value of salary paid to staff to carry out the ESG program.

- Award letters from foundations, organizations, private individuals and other government sources.
- Federal, State or private cash funds that are used for program eligible expenses during the grant period.

Note: Match must be available during 2012 program year October 1, 2012 – September 30, 2013

SECTION V: CONTINUUM OF CARE REQUIREMENTS (50 points possible)
TWO PAGE MAXIMUM

V-1 Explain how services proposed fit into the local CoC's Action Plan to end homelessness?

Our action plan to end homelessness is based upon a tiered system of housing solutions. Addressing the mental health population in our community is critical in making the entire system "work" and to give the kind of support appropriate to each level of need. We are uniquely positioned to provide emergency services to persons with mental illness that are homeless as our agency has been providing housing for 17 years and Clubhouse services (including crisis intervention) for 22 years.

In addition, we have permanent supportive housing within our agency and so we can provide the next step in housing, permanent supportive housing, while maintaining the supportive relationships with the individual. While someone is part of our supportive housing program, we remain in contact with them and support them in any way we can to insure they remain housed in safe, affordable and attractive housing. If there are problems that arise, we help the Clubhouse participant address these to insure that he/she does not become at risk of homelessness.

As part of the CoC, we provide consultation to any of the other agencies that need assistance or guidance regarding someone with a mental illness. Thunderbird Clubhouse works well with the other agencies and we meet frequently to discuss needs, services, service gaps and ideas for solutions. We are extremely excited and supportive of the new Centralized Services for Intake we have in Norman. We see this as a resource for individuals that are homeless and a way to coordinate services to an even greater degree.

- Provide CoC Agreement for HMIS Data Entry
- If exempt from using HMIS, describe how method for collecting data is comparable to HMIS

V-2 Describe the mainstream services available in your area and the process for connecting shelter clients to these services.

We are not a medication based/medical based service but we link with the more traditional services such as Red Rock In-patient unit, Central Oklahoma Community Mental Health Center, Norman Regional Hospital and Griffin Memorial Hospital. The majority of Clubhouse participants receives services at one of these providers for out-patient treatment and then, in times of crisis or medication adjustment, enters one of the inpatient units for those services. The link between Thunderbird Clubhouse and these mainstream services is crucial because we do not provide these medical services and Clubhouse participants have chronic illnesses that need treatment. We will facilitate referrals to inpatient and outpatient treatment, application for social security benefits, linkage with the Oklahoma Department of Human Services, linkage with Norman Housing Authority. With each of these agencies we have been involved with not only the application for services but in insuring that Clubhouse participants follow up with paperwork requests, etc.

Clubhouse members periodically require inpatient treatment of their illness. Just like other chronic illness such as diabetes and high blood pressure, there are times when individuals with mental illness require more medical attention that can be given safely in the community. It is those times that Clubhouse provides the support necessary to prevent the loss of housing. If a Clubhouse participant is hospitalized, we will step in and make sure their housing is secure: we will collect mail, pay bills, etc. Upon discharge the Clubhouse participant still has that home they left when they were hospitalized.

V-3 What agencies in your area do you collaborate with to provide better care for your clients and to prevent duplication of services?

We have Memorandums of Understanding with East Main Place, Bridges, Food and Shelter for Friends, Transition House and other providers. We work well and frequently with these agencies. In addition, we attend meetings monthly, not just the CoC meetings, to coordinate services and to discuss strategies for providing services to homeless individuals and families. We have a monthly Shelter Directors meeting that has proven invaluable in building alliances and problem solving. Our local Norman United Way is also active in helping to coordinate services and has been intimately involved in the creation of our Centralized System for Intake.

V-4 Describe how homeless and/or formerly homeless persons participate in the operations, planning, development, and/or policy making at your shelter.

The Clubhouse model under which we operate is governed by a set of standards that insure Clubhouse participant engagement in all operations, planning, development, and policy making. This is at the core of our agency functioning and value system. We are accredited by the International Center for Clubhouse Development who use these standards as a way to insure quality services and as 'bill of rights' for Clubhouse participants. In order for us to call ourselves a "Clubhouse model program" we must be completely committed to the involvement of participants in all areas of program operation on a daily basis. All program and policies at the Clubhouse are discussed, reviewed and modified where needed, by Clubhouse participants. We have a weekly meeting where agency policies and procedures are discussed and Clubhouse participants may propose changes whenever they become aware of a needed change.

Until recently, we had a formerly homeless individual on our Board of Directors. He has recently resigned so we will be replacing him with a qualified individual with the lived experience of homelessness. This individual is a Clubhouse participant and he is very involved in the program on a daily basis. He will be providing guidance about our housing program even after his position is filled on the Board of Directors.

Total of 150 points possible.

Instructions for Completion of ODOC-1

All applicants are required to complete the ODOC-1 Match Certification form. Eligible forms of match are as follows:

- The value of salary paid to staff to carry out the ESG Program.
- The value of the time and services contributed by volunteers to carry out the program at a rate of $5.00 per hour.
- Volunteers providing professional services such as medical or legal services valued at the reasonable and customary rate in the community.
- The value of any donated material or building.
- The value of any building lease using a method to reasonably calculate fair market value.
- Award letters from foundations, organizations, private individuals, and other government sources.

Note: These awards must overlap the ESG funding period to be eligible.

MATCH CERTIFICATION

SOURCES OF LOCAL MATCH:
[Attach supporting documentation for available match. Documentation should reflect funding availability during the ESG contract year.]

Other Federal (including pass-through funds, e.g., City CDBG, County FEMA, etc.)

_____ $ _____
_____ $ _____
_____ $ _____
_____ $ _____

State/Local Government Funding

OK Dept. of Mental Health & Subst. Abuse Services $ 100,000
_____ $ _____
_____ $ _____
_____ $ _____

Private (including recipient) Funding

Fund Raising/Cash $ _____
Loans $ _____
Building Value or Lease $ _____
Donated Goods $ _____
Donated Computers $ _____
New Staff Salaries $ _____
Volunteers ($5/hr) $ _____
Volunteer Medical/Legal $ _____
Other (specify) **United Way** $ _____

I certify that the match funds have been identified and committed to support the proposed ESG project and have not been used to match previous ESG awards (i.e. the value of a donated building used as match in a 2010 ESG award cannot be used as match in 2011). This form is a description of the sources and amounts of such match funds, which are not being used as match for any other federal program.

_____ Mayor, City of Norman June 11, 2012
Signature/Title Date

ODOC –1
ESG 2012

ODOC 2 – Local Government Certification

Emergency Solutions Grant (ESG) Program
To be submitted by the Units of General Local Government Applicants

I, Cindy S. Rosenthal, Chief Elected Official of the City of Norman, certify that the units of general local government will comply with the following:

1. The requirements of 24 CFR Sec. 576.53 and the January 9, 1989, Federal Register Notice of Fund Availability; Amended Program Requirements, concerning the continued use of buildings for which Emergency Solutions Grants are used for rehabilitation or conversion of buildings for use as emergency shelters for the homeless; or when funds are used solely for operating costs or essential services, concerning the population to be served.
2. The building standards requirement of 24 CFR Sec. 576.55.
3. The requirements of 24 CFR Sec. 576.56, concerning assistance to the homeless.
4. The requirements of 24 CFR Sec. 576.57, other appropriate provisions of 24 CFR Part 576, and other applicable Federal laws concerning nondiscrimination and equal opportunity.

I further certify that the units of general local government will comply with the provisions of, and regulations and procedures applicable under, section 104(g) of the Housing and Community Development Act of 1974 with respect to the environmental review responsibilities under the National Environmental Policy Act of 1969 and related authorities as specified in 24 CFR Part 58.

I further certify that the units of general local government and the shelter(s) conducting activities, funded in whole or in part with McKinney Act funds, to assist the homeless population in this jurisdiction, will administer, in good faith, a policy designed to ensure that the assisted homeless facility is free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

I further certify that the submission of an application for an emergency solutions grant is authorized under state and/or local law and that the local government possesses legal authority to carry out emergency solutions grant activities in accordance with applicable law and regulations of the Department of Housing and Urban Development.

Cindy S. Rosenthal, Mayor of the City of Norman
Name of Chief Elected Official and Title

Cindy S. Rosenthal
Signature of Chief Elected Official

May 22, 2012
Date

ODOC -2
ESG 2012

ODOC 5 Applicant Assurances

Emergency Solutions Grant (ESG) Program
To be submitted by all Applicants

I, Cindy S. Rosenthal, Mayor of the City of Norman (title) certify that if awarded FY 2011 Emergency Solutions Grant funding, this Unit of Local General Government does assure:

1. Homeless individuals and families will be given assistance in obtaining:

   Appropriate case management, essential services, including transitional housing, permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living; and

   Other Federal, State, local, and private assistance available for such individuals.

2. Homeless individuals will be provided the opportunity for participation on the policymaking entity in accordance with 42 U.S.C. 11375 (d).

3. Homeless individuals and families will be involved in providing work or services pertaining to facilities or activities assisted under this part, in accordance with 42 U.S.C. 11375 (c) (7).

Cindy S. Rosenthal, Mayor of the City of Norman
Name and Title of Chief Elected Official (or) Executive Director of CAA

Cindy S Rosenthal
Signature

May 22, 2012
Date

ODOC-5
ESG 2012

ODOC 6 – Program Certifications

Emergency Solutions Grant
Program (ESG) Certifications

I, Cindy S. Rosenthal, Mayor
(Signature of Authorized Representative) (title)

of the City of Norman certify that the organization will comply with the following:
(name of organization)

Consolidated Plan – The 2010 HUD-approved Consolidated Plan.

Consistency with Plan – Housing activities to be undertaken with ESG funds are consistent with the strategic plan.

Confidentiality – Grant subrecipients must develop and implement procedures to ensure:
(1) The confidentiality of records pertaining to any individual provided with assistance; and
(2) That the address or location of any assisted housing will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the grantee.

Discharge Policy – Grant subrecipients must agree to develop and implement, to the maximum extent practicable and where appropriate policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons.

Affirmatively Further Fair Housing -- The local government or nonprofit will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction or state, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

HMIS – HUD's standards for participation in a local Homeless Management Information System and the collection and reporting of client-level information. (Domestic Violence Shelters exempt as stated in "VAWA Protections")

Cindy S. Rosenthal

Cindy S. Rosenthal, Mayor of the City of Norman
Authorized Signature/Official Title

May 22, 2012
Date

ODOC-6
ESG 2012

Certification of Consistency With the Consolidated Plan

U.S. Department of Housing and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.

(Type or clearly print the following information :)

Applicant Name: Thunderbird Clubhouse, Inc.

Project Name: ESG 2012

Location of the Project: PO Box 1666, Norman, OK

Name of the Federal Program to which the applicant is applying: Emergency Solutions Grant

Name of Certifying Jurisdiction: City of Norman

Certifying Official of the Jurisdiction Name: Linda R. Price

Title: Revitalization Manager

Signature: Linda R Price

Date: May 23, 2012

Form HUD-2991

Certification of Consistency With the Consolidated Plan

U.S. Department of Housing and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.

(Type or clearly print the following information :)

Applicant Name: Thunderbird Clubhouse, Inc.

Project Name: ESG 2012

Location of the Project: PO Box 1666, Norman OK 73070

Name of the Federal Program to which the applicant is applying: Emergency Solutions Grant

Name of Certifying Jurisdiction: City of Moore

Certifying Official of the Jurisdiction Name: Elizabeth Jones

Title: Director of Community Development

Signature: Elizabeth Jones

Date: May 23, 2012

Form HUD-2991

ODOC 7 - **Certification for Drug-Free Workplace**

I, Cindy S. Rosenthal, Mayor
(Signature of Authorized Representative (title)

of the City of Norman, certify that the organization will comply with the
(name of organization)

following:

Drug-Free Workplace --It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
a. The dangers of drug abuse in the workplace;
b. The grantee's policy of maintaining a drug-free workplace;
c. Any available drug counseling, rehabilitation, and employee assistance programs; and
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. 4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
   a. (a) Abide by the terms of the statement; and
   b. (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted –
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
7. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Additional Instructions for Drug-Free Workplace Certification

1 By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2 The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD,

in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3 Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

4 Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).

5 If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).

6 The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

201 W. Gray, Norman, Cleveland County, OK 73069

Place of Performance (Street address, city, county, state, zip code)
Check ____ if there are workplaces on file that are not identified here.
The certification with regard to the drug-free workplace is required by 24 CFR part 24, subpart F.

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of sub recipients or subcontractors in covered workplaces).

Cindy S Rosenthal, Mayor
Authorized Signature & Official Title

May 22, 2012
Date

ODOC-7
ESG 2012

32

ODOC 7 - **Certification for Drug-Free Workplace**

I, Pam Sanford, Executive Director
(Signature of Authorized Representative (title)

of Thunderbird Clubhouse, Inc., certify that the organization will comply with the
(name of organization)

following:

Drug-Free Workplace --It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
a. The dangers of drug abuse in the workplace;
b. The grantee's policy of maintaining a drug-free workplace;
c. Any available drug counseling, rehabilitation, and employee assistance programs; and
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. 4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
   a. (a) Abide by the terms of the statement; and
   b. (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted –
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
7. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Additional Instructions for Drug-Free Workplace Certification

1 By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2 The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD,

in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3 Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

4 Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).

5 If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).

6 The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Thunderbird Clubhouse, 1251 Triad Village Drive, Norman, OK 73071

Place of Performance (Street address, city, county, state, zip code)
Check ____ if there are workplaces on file that are not identified here.
The certification with regard to the drug-free workplace is required by 24 CFR part 24, subpart F.

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of sub recipients or subcontractors in covered workplaces).

Pam [illegible] Executive Director — 6/11/12

Authorized Signature & Official Title — Date

ODOC-7
ESG 2012

6

Environmental Review Record Summary Sheet

Project Number (IDIS):	HUD Program: Emergency Solutions Program	Program Year: 2012

Project Name: City of Norman/Thunderbird Clubhouse

Project Location (street, city, county/State, & zip code):
1251 Triad Village Drive, Norman, Cleveland County, Oklahoma 73071

Number of Dwelling Units	Project site is in a location described as
N/A	☐ Central city ☒ Suburban
☐ New Construction ☐ Rehabilitation	☐ Urban development ☐ Undeveloped area

Project Description (*Attach additional descriptive information, as appropriate to the project, including narrative, maps, photographs, site plans, budgets and other information.*)[1]:

Supportive services for homeless clients, including operations, outreach, and prevention activities

The subject project has been reviewed pursuant to HUD regulations 24 CFR Part 58, "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities," and the following determination with respect to the project is made:

☐ Exempt from NEPA review requirements per 24 CFR §58.34(a) (_____) (Compliance Checklist for §58.6 is attached.)

■ Categorically Excluded NOT Subject to §58.5 authorities per 24 CFR §58.35(b) (2) (Compliance Checklist for §58.6 is attached.)

☐ Categorically Excluded SUBJECT to §58.5 authorities per 24 CFR §58.35(a) (___) (Compliance Checklist for §58.6, and Statutory Worksheet and Checklist for the §58.5 authorities are attached.)

☐ An Environmental Assessment (EA) is required to be performed. (An Environmental Assessment Worksheet and Checklist performed in accordance with subpart E of 24 CFR Part 58, Compliance Checklist for §58.6, and Statutory Worksheet and Checklist for the §58.5 authorities are attached.)

[1] Source documentation consists of verifiable source documents and/or relevant base data. Appropriate documentation must be provided for each authority and resource analyzed. Documents may be incorporated by reference into the ERR provided that each source document is identified and available for inspection by interested parties. Proprietary material and studies that are not otherwise generally available for public review shall be included in the ERR.

a. Age Discrimination Act of 1975 (42 USC 6101-07) and implementing regulations at 24 CFR Part 146.
b. Section 504 of Rehabilitation Act of 1973 (29 USC 794) and implementing regulations at 24 CFR Part 8. For the purposes of the Emergency Solutions Grants Program, the term "dwelling units" in 24 CFR Part 8 shall include sleeping accommodations.

4. Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), which requires that, to the greatest extent feasible, opportunities for training and employment be provided to lower-income persons in the project area that contracts for work in connection with the project be awarded to businesses in, or owned in substantial part by, residents of the project area. Regulations are at 24 CFR Part 135.
5. Executive Order 11246 (1965), which prohibits discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action in connection with Federally assisted construction contracts. Regulations are at 24 CFR Part 130 and 41 CFR Part 60-1.
6. Executive Orders 11625, 12432 and 12138 requiring efforts to encourage the use of minority and women's business enterprises in connection with activities funded by this subcontract.
7. 42 USC 11375, which requires that, to the maximum extent practicable, **Contractor** shall involve homeless individuals and families in the construction, renovation, maintenance and operation of the facilities assisted under the ESG Program and in the provision of services for occupants of these facilities.

Affirmatively Furthering Fair Housing

Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funding recipients..Sub grantees will have a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act. Protected classes include race, color, national origin, religion, sex, disability, and familial status.

Drug-Free Workplace

The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21 apply to HPRP. The sub grantee must have and follow policies stating that it is unlawful for employees distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(a) Establishing an ongoing drug-free awareness program to inform employees about:
(b) The dangers of drug abuse in the workplace;
(c) The grantee's policy of maintaining a drug-free workplace;
(d) Any available drug counseling, rehabilitation, and employee assistance programs; and
(e) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Discharge Policy

The sub grantee must have an established policy for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons.

Lead-Based Paint

Title IV of the Lead-Based Paint Poisoning Prevention Act (42 USC 4831, et. seq.) which prohibits the use of lead-based paint in residences for which Federal assistance is provided. Regulations found at 24 CFR Part 35.

EXECUTED BY:
Subcontractor (Emergency Shelter)

Thunderbird Clubhouse, Inc.

Pam Sanford
Signature

Pam Sanford, Executive Director
Name Title

May 23, 2012
Date

EXECUTED BY:
Name of Contractor (Sponsor)

City of Norman

Cindy S. Rosenthal
Signature

Cindy S. Rosenthal, Mayor
Name Title

May 23, 2012
Date

(Please review pages 40- 41 before filling out this report)

Applicant/Recipient Disclosure/Update Report	U.S. Department of Housing and Urban Development	OMB Approval No 2510-0011

Instructions. (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

Applicant/Recipient Information **Indicate whether this is an Initial Report** ■ **or an update report** ☐

1. Applicant/Recipient Name, Address, and Phone (include area code): City of Norman/Thunderbird Clubhouse, Inc.	2. Social Security Number or Employer ID Number: 73-6005350
3. HUD Program Name Emergency Solutions Grant	4. Amount of HUD Assistance Requested /Received $100,000

4. State the name and location (street address, City and State) of the project or activity:
201 W. Gray, Norman OK 73069; PO Box 1666, Norman, OK 73070

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3).

■ Yes ☐ No

2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of $200,000 during the fiscal year (Oct.1-Sep.30)? For further information

☐ Yes ■ No

If you answered, "No" to either question 1 or 2, Stop! You do not need to complete the remainder of this form. ***However***, you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.
Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds
(Note: Use additional pages as necessary.)			

Part III Interested Parties. You must disclose:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity, and
2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds $50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity ($ and %)
(Note: Use Additional pages if necessary.)			

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed $10,000 for each violation.

I certify that this information is true and complete.

Signature: X Cindy S Rosenthal

Date: (mm/dd/yyyy) May 22, 2012

(Please review pages 40- 41 before filling out this report)

Applicant/Recipient Disclosure/Update Report	U.S. Department of Housing and Urban Development	OMB Approval No 2510-0011

Instructions. (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

Applicant/Recipient Information **Indicate whether this is an Initial Report** ■ **or an update report** ☐

1. Applicant/Recipient Name, Address, and Phone (include area code): City of Norman/Thunderbird Clubhouse, Inc.	2. Social Security Number or Employer ID Number: 73-6005350
3. HUD Program Name Emergency Solutions Grant	4. Amount of HUD Assistance Requested /Received $100,000

4. State the name and location (street address, City and State) of the project or activity:
201 W. Gray, Norman OK 73069; PO Box 1666, Norman, OK 73070

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3).

■ Yes ☐ No

2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of $200,000 during the fiscal year (Oct.1-Sep.30)? For further information

☐ Yes ■ No

If you answered, "No" to either question 1 or 2, Stop! You do not need to complete the remainder of this form. ***However***, you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.
Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds
(**Note:** Use additional pages as necessary.)			

Part III Interested Parties. You must disclose:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity, and
2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds $50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity ($ and %)
(**Note**: Use Additional pages if necessary.)			

Certification
Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed $10,000 for each violation.
I certify that this information is true and complete.

Signature:	Date: (mm/dd/yyyy)
X Pam Sefrel	May 22, 2012

(REFER TO PAGE SIX UNDER TIER 1 AND TIER 2 FOR SPENDING DESCRIPTIONS)

City of Norman –
Thunderbird Clubhouse

Emergency Solutions Grant Program (ESG)

FY'12 Project Budget Summary

COST CATEGORY	For Fiscal Use Only	ESG Requested Funds	Match Funds 555830	Project Total
Tier I: 40% of Grant Funds awarded must be spent on Prevention and/or Rapid Rehousing Services				
Tier II: 60% of Grant Funds awarded may be spent on Prevention and/or Rapid Re-Housing Services				
Administration (3.75%)		$3,750	$32,000	$35,750
HMIS				
Emergency Shelter:				
Utilities				
Operations		$18,125	$21,000	$39,125
Essential Services		$15,000	$47,000	$62,000
RA Assistance				
Total Emergency Shelter		$33,125	$68,000	101,125
Total Street Outreach – Essential Services		$15,000		$15,000
Rapid Re-Housing Services				
Housing Relocation and Stabilization Services		$33,125		$33,125
Tenant-Based Rental Assistance				
Project-Based Rental Assistance				
Total Rapid ReHousing		$33,125		$33,125
Homelessness Prevention Services:				
Housing Relocation and Stabilization Services		$15,000		$15,000
Tenant-Based Rental Assistance				
Project-Based Rental Assistance				
Total Preventive Services		$15,000		$15,000
	TOTAL	$100,000	$100,000	$200,000

Cindy S Rosenthal
Signature of Authorized Official

June 11, 2012
Date

ODOC 11
ESG 2012

BUDGET NARRATIVE: For each budget category, provide a line item detail and narrative explanation of how funds will be utilized:

Administration
Will be used to offset general administration costs including auditing.

Rehabilitation/Renovation
NA

Shelter Operation and Services
Requested for utilities, rent, insurance, furnishings, maintenance, repair and supplies of the housing programs. Funds will also be utilized to offset food costs for the 2 daily meals that are available to all Clubhouse members. This amount also includes part of the housing case manager's salary to provide essential services to those in Clubhouse housing.

Street Outreach
Requested to offset the salary cost of outreach worker, travel, cell phone, some supplies such as blankets, toiletries, food for street homeless.

Rapid Re-Housing Services
This amount is to house homeless individuals or families and offset the costs for rental application fees, security deposits, last months rent, moving costs, utility payments.

Homelessness Prevention
These funds will be used to provide assistance resolving rent and utility expenses that would otherwise result in eviction.

HMIS
N/A

If awarded Tier I funds only, we will adjust the budget accordingly.

The City of
NORMAN

201 West Gray • P.O. Box 370
Norman, Oklahoma • 73070

REVITALIZATION DIVISION
Phone: 405-366-5332

April 25, 2012

Oklahoma Department of Commerce
Office of Community Development
900 N. Stiles
Oklahoma City, OK 73126

Attn: Human Development Team

Thunderbird Clubhouse, Inc.. a local non-profit organization located in Norman that serves clients having severe and persistent mental illnesses. The staff and members of Thunderbird Clubhouse have been active participants on the Cleveland County Continuum of Care Advisory Committee. Thunderbird Clubhouse has fostered networking between all the collaborating agencies of the Continuum to not only assist their clientele but to provide support to other agencies.

Presently the Executive Director is serving as Co-Chair of the Continuum as well and serving on the Directors Committee and the Discharge Planning Subcommittee. Thunderbird Clubhouse has a very distinctive role within the Continuum. They are a wonderful liaison for the other agencies in regards to clients experiencing a mental health crisis. Numerous times over the past year, the staff has worked with other agencies clients as an advocate so that appropriate serves are obtained from the Department of Mental Health facilities.

It has been my pleasure to have had the assistance and support provided by Thunderbird Clubhouse throughout the past year.

Sincerely,

Lisa D. Krieg
Grants Planner/Staff Support
Cleveland County Continuum of Care

City of Norman, OK

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

Master

File Number: K-1213-148

File ID:	K-1213-148	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 29	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**	$100,000.00	**File Created:**	01/03/2013
File Name:	K-1213-148 ESG for Thunderbird Clubhouse			**Final Action:**	

Title: CONTRACT NO. K-1213-148: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THUNDERBIRD CLUBHOUSE, INC., IN THE AMOUNT OF $100,000 FOR THE EMERGENCY SOLUTIONS GRANT PROGRAM TO BE USED FOR HOMELESS PREVENTION AND/OR HOUSING RELOCATION AND STABILIZATION

Notes: ACTION NEEDED: Motion to approve or reject Contract No. K-1213-148 with Thunderbird Clubhouse, Inc., in the amount of $100,000; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Agenda Date: 01/22/2013

Agenda Number: 29

Attachments: Text File Thunderbird Clubhouse, List of Agency Contracts, K-1213-148, PR Thunderbird

Project Manager: Linda Price, Revitalization Manager

Entered by: linda.price@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-148

Body

BACKGROUND: On May 22, 2012 City Council authorized the submittal of an Emergency Solutions Grant for Thunderbird Clubhouse, Inc. As noted in the previous agenda item, the Oklahoma Department of Commerce (ODOC) awarded a $100,000 grant to the City of Norman for Thunderbird Clubhouse, Inc. to be used for costs of operation, street outreach, homeless prevention and rapid re-housing activities. Contract K-1213-148 between the City of Norman and Thunderbird Clubhouse, Inc. formalizes that funding pass through.

DISCUSSION: Each application for funding was required to show a dollar-for-dollar match equivalent to

funding. Thunderbird Clubhouse, Inc. will be matching the Emergency Solutions Grant funding with $32,000 in administration, $21,000 in operations related to the emergency shelter, and $47,000 in provision of essential services for the emergency shelter. The required match funds are from the operating budget of East Main Place and expenditures will be documented as they occur. If approved, funding will be available to initiate the activities outlined in the application.

RECOMMENDATION: Staff recommends approval of contract K-1213-148 between the City of Norman and Thunderbird Clubhouse, Inc. for the Emergency Solutions Grant in the amount of $100,000.

		Contract Amount	50% of funds provided by agency for project	Total Project Cost
K1213-139	ODOC 15381 - City of Norman	$ 50,000.00	$ -	
K1213-140	City of Norman - Food and Shelter, Shelter Agreement	$ 50,000.00	$ 50,000.00	$ 100,000.00
K1213-141	ODOC 15383 - City of Norman	$ 100,000.00	$ -	
K1213-142	City of Norman- East Main Place, Shelter Agreement	$ 100,000.00	$ 100,000.00	$ 200,000.00
K1213-143	ODOC 15380 - City of Norman	$ 100,000.00	$ -	
K1213-144	City of Norman - Women's Resource Center, Shelter Agreement	$ 100,000.00	$ 100,000.00	$ 200,000.00
K1213-145	ODOC 15382 - City of Norman	$ 100,000.00	$ -	
K1213-146	City of Norman - The Salvation Army, Shelter Agreement	$ 100,000.00	$ 100,000.00	$ 200,000.00
K1213-147	ODOC 15384 - City of Norman	$ 100,000.00	$ -	
K1213-148	City of Norman - Thunderbird Clubhouse, Shelter Agreeement	$ 100,000.00	$ 100,000.00	$ 200,000.00

EMERGENCY SOLUTIONS GRANT
SPONSOR AND SHELTER AGREEMENT

PART I - SUMMARY

Contractor City of Norman

Sub-Contractor
Emergency Shelter Name: Thunderbird Clubhouse, Inc...

Contract 2012 Emergency Solutions Grant Program

Amount ($ 100,000.00)

Funding Period October 1, 2012 to September 30, 2013

Project Description: Provide funds for costs of Operations, Homeless Prevention and Rapid Re-Housing activities

PART II - GENERAL TERMS AND CONDITIONS

DEFINITION(S)

CONTRACTOR
Cities, towns, counties or Community Action Agencies who are direct recipients of Emergency Solutions Grant (ESG) funds, and have agreed to be responsible for the oversight of the proposed ESG project.

SUBCONTRACTOR
Any shelter that indirectly receives Emergency Solutions Grant (ESG) funds through a Unit of Local Government, or Community Action Agency, and is responsible for the implementation of the proposed ESG project.

1. a. **Subcontractor** will provide the necessary personnel, facilities, supplies, equipment, and/or related resources and skills to accomplish the program described in Part III in accordance with the terms and conditions of this contract. All of the work and services required should be performed by **Subcontractor** or a **Subcontractor** fully qualified and authorized under state and local law to perform such work and services.

   b. None of the work and services covered by this contract may be contracted to a third party without prior written approval of the City of Norman (contractor).

c. In no event will **Subcontractor** incur any obligation on the part of the City of Norman.
(contractor)

2. The City of Norman will provide funding for the program up to the
(contractor)
total amount subcontracted by Thunderbird Clubhouse, Inc... which is the
(subcontractor)
maximum amount of $100,000.00 will pay for this subcontract.
(ESG award amount)

3. **Compensation to Contractor**

The City of Norman will reimburse **Subcontractor** on the basis of itemized
(contractor)
statements submitted in accordance with the budget attached hereto as **Attachment "A".** All claims for reimbursement must be accompanied by documentation of pledged in-kind for this project.

4. **Records, Reports and Documentation**

a. **Contractor** shall maintain records and accounts including property, personnel, and financial records that properly document and account for all project funds.

b. **Subcontractor** shall document and report match funds in conjunction with funds provided by the Oklahoma Department of Commerce on the monthly expenditure report. Expenditures of (ESG & Match) must be in proportionate amounts monthly.

c. **Contractor** shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this contract for at least three (3) years from the ending date of this contract.

5. **Procurement**

Procurement of all goods and services under this contract shall be carried out in compliance with procedures described in the ESG implementation Manual, Policy 705, Procurement Requirements.

6. **Hold Harmless**

Subcontractor shall, within limitations placed on such entities by state law, save harmless the State of Oklahoma and the City of Norman (contractor), their agents, officers and employees from all claims and actions, and all expenses defending same, that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by **Subcontractor**. **Subcontractor**

shall, within limitations placed on such entities by state law, save harmless the State of Oklahoma and the City of Norman (contractor), their agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark, copyright, or from any claim or amounts arising or recovered under Workers' Compensation Law or any other law.

7. Modification

a. This contract is subject to such modification as may be required by federal or state law or regulations.

b. Except as otherwise provided in this contract, the work and services to be performed and the total contract amount may be modified only upon written agreement of the duly authorized representatives of the parties.

8. Termination OR Suspension

This contract may be terminated or suspended in whole or in part at any time by written agreement of the parties.

PART III - SPECIFIC TERMS AND CONDITIONS

1. The **Subcontractor** shall provide assistance to the homeless in compliance with 24 CFR, Part 576.
2. Actual emergency shelter activities and services to be provided are as specified in **Attachment "B"** to this document.
3. The **Subcontractor** assures that no assisted renovation, rehabilitation, or conversion activities will affect historic properties, flood plains, endangered species or prime farmland.
4. **Subcontractor** specifically certifies and assures that it will comply with applicable terms of the following statutes, regulations and executive orders:

Non-Discrimination and Equal Opportunity

Title VI of the Civil Rights Act of 1964, 42 USC 2000d, (et. seq.), which prohibits discrimination on the basis of race, color or national origin under any program receiving Federal funds. HUD regulations are at 24 CFR Part 1.

1. The requirements of the Fair Housing Act (42 USC 3601-19) and implementing regulations at 24 CFR Part 100.
2. Executive Order 11063 (1962) as amended by Executive Order 12259 (1981), which requires equal opportunity in housing. HUD regulations are at 24 CFR Part 107.
3. 42 USC 5309, which prohibits discrimination on the basis of race, color, national origin or sex in connection with funds made available pursuant to the Act. Section 109 also prohibits discrimination on the basis of age and disability as provided in:

a. Age Discrimination Act of 1975 (42 USC 6101-07) and implementing regulations at 24 CFR Part 146.
b. Section 504 of Rehabilitation Act of 1973 (29 USC 794) and implementing regulations at 24 CFR Part 8. For the purposes of the Emergency Solutions Grants Program, the term "dwelling units" in 24 CFR Part 8 shall include sleeping accommodations.

4. Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), which requires that, to the greatest extent feasible, opportunities for training and employment be provided to lower-income persons in the project area that contracts for work in connection with the project be awarded to businesses in, or owned in substantial part by, residents of the project area. Regulations are at 24 CFR Part 135.
5. Executive Order 11246 (1965), which prohibits discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action in connection with Federally assisted construction contracts. Regulations are at 24 CFR Part 130 and 41 CFR Part 60-1.
6. Executive Orders 11625, 12432 and 12138 requiring efforts to encourage the use of minority and women's business enterprises in connection with activities funded by this subcontract.
7. 42 USC 11375, which requires that, to the maximum extent practicable, **Contractor** shall involve homeless individuals and families in the construction, renovation, maintenance and operation of the facilities assisted under the ESG Program and in the provision of services for occupants of these facilities.

Affirmatively Furthering Fair Housing

Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funding recipients. Sub grantees will have a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act. Protected classes include race, color, national origin, religion, sex, disability, and familial status.

Drug-Free Workplace

The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21 apply to HPRP. The sub grantee must have and follow policies stating that it is unlawful for employees distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(a) Establishing an ongoing drug-free awareness program to inform employees about:
(b) The dangers of drug abuse in the workplace;
(c) The grantee's policy of maintaining a drug-free workplace;
(d) Any available drug counseling, rehabilitation, and employee assistance programs; and
(e) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Discharge Policy

The sub grantee must have an established policy for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons.

Lead-Based Paint

Title IV of the Lead-Based Paint Poisoning Prevention Act (42 USC 4831, et. seq.) which prohibits the use of lead-based paint in residences for which Federal assistance is provided. Regulations found at 24 CFR Part 35.

EXECUTED BY:
Subcontractor (Emergency Shelter)

Thunderbird Clubhouse, Inc.

Pam Sanford

Signature

Pam Sanford, Executive Director
Name Title

January 2, 2013
Date

EXECUTED BY:
Name of Contractor (Sponsor)

City of Norman

Signature

Cindy S. Rosenthal, Mayor
Name Title

January 22, 2013
Date

ATTEST:

City Clerk

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY [illegible] DATE 1/14/13

(REFER TO PAGE SIX UNDER TIER 1 AND TIER 2 FOR SPENDING DESCRIPTIONS)

City of Norman – K-1213-148
Thunderbird Clubhouse

Emergency Solutions Grant Program (ESG)

FY'12 Project Budget Summary

COST CATEGORY	For Fiscal Use Only	ESG Requested Funds	Match Funds 555830	Project Total
Tier I: 40% of Grant Funds awarded must be spent on Prevention and/or Rapid Rehousing Services				
Tier II: 60% of Grant Funds awarded may be spent on Prevention and/or Rapid Re-Housing Services				
Administration (3.75%)		$3,750	$32,000	$35,750
HMIS				
Emergency Shelter:				
Utilities				
Operations		$18,125	$21,000	$39,125
Essential Services		$15,000	$47,000	$62,000
RA Assistance				
Total Emergency Shelter		$33,125	$68,000	101,125
Total Street Outreach – Essential Services		$15,000		$15,000
Rapid Re-Housing Services				
Housing Relocation and Stabilization Services		$33,125		$33,125
Tenant-Based Rental Assistance				
Project-Based Rental Assistance				
Total Rapid ReHousing		$33,125		$33,125
Homelessness Prevention Services:				
Housing Relocation and Stabilization Services		$15,000		$15,000
Tenant-Based Rental Assistance				
Project-Based Rental Assistance				
Total Preventive Services		$15,000		$15,000
	TOTAL	$100,000	$100,000	$200,000

Signature of Authorized Official

June 11, 2012
Date

PURCHASE REQUISITION NBR: 0000211735

STATUS: PRE-AUDIT APPROVAL

REQUISITION BY: JMCCART

REASON: ESG GRANT

DATE: 1/07/13

SHIP TO LOCATION: COMMUNITY DEVELOPMENT

SUGGESTED VENDOR: 6825 THUNDERBIRD CLUBHOUSE BOARD IN

DELIVER BY DATE: 1/07/13

1	ESG GRANT COMMODITY: GRANTS SUBCOMMOD: CDBG	100000.00	DOL	1.0000	100000.00

REQUISITION TOTAL: 100000.00

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	02140014634788	Miscellaneous Services Thunderbird Clubhouse		100.00	100000.00
					100000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

K-1213-148

City of Norman, OK

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

Master

File Number: K-1213-149

File ID:	K-1213-149	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 30	**In Control:**	City Council
Department:	Legal Department	**Cost:**	$100.00	**File Created:**	01/07/2013
File Name:	Revocable Right-of-Way License for La Baguette Restaurant			**Final Action:**	

Title: CONTRACT NO. K-1213-149: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND LA BAGUETTE, INC., IN THE AMOUNT OF $100 PER YEAR FOR THE LEASE OF CITY PROPERTY (RIGHT-OF-WAY) LOCATED AT 2100 WEST MAIN STREET.

Notes: ACTION NEEDED: Motion to approve or reject Contract No. K-1213-149 with La Baguette, Inc., in the amount of $100 per year; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Agenda Date: 01/22/2013

Agenda Number: 30

Attachments: Text File La Baguette, K-1213-149, LaBaguette-Floor Plan-R10A

Project Manager: Leah Messner, Assistant City Attorney

Entered by: jayme.rowe@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-149

Body

BACKGROUND: La Baguette, Inc. is currently in the process of remodeling a building at 2100 W. Main Street. La Baguette, Inc. plans to open a new La Baguette Restaurant at this location.

The remodeling plans include the installation of a patio on the northwest corner of the restaurant. As designed, the patio encroaches one hundred square feet into the sight triangle and right-of-way.

DISCUSSION: The Department of Public Works, the Department of Utilities, and the Planning Department have reviewed the proposed plans. Each department is comfortable with locating the patio within City of Norman Right-of-Way so long as La Baguette, Inc. agrees to follow certain conditions contained within the

proposed Revocable License.

Prior to drafting the license, the City Attorney's Office reviewed previous agreements between the City of Norman and Coach's Brewhouse and 329 Partners LLC. These entities both lease Right-of-Way from the City of Norman to use as patio space for their restaurants (Coach's Brewhouse, In the Raw Sushi, and Blackbird Gastropub). In addition, the attached agreement is very similar to the agreement recently approved by City Council for the patio at the entrance of Fountain View Addition.

The attached license allows La Baguette, Inc. to build and locate the proposed patio within the sight triangle. However, it reserves the City's right, or the right of others that have City permission, to locate, relocate, or construct utilities within the area where the patio is located. In addition, under the terms of the license, the City shall incur no liability for any damages to the patio caused by any utility work.

La Baguette, Inc., the licensee, also agrees to pay an annual license fee of $100 for use of the Right-of-Way. This fee is consistent with the fees paid by 329 Partners LLC for use of the City Right-of-Way in front of In the Raw Sushi and Blackbird Gastropub. All three agreements charge $1.00/square foot. The licensee also must agree to use the Right-of-Way exclusively for the patio consistent with the plans that have been submitted. Any deviation from the approved plans may be grounds for revocation of the license.

In the license, the City reserves the right to inspect the patio. If the licensee fails to maintain it in a safe, sanitary, and sightly condition, the City may require the licensee to make repairs, or if the licensee fails to do so, the City may make repairs and charge those costs to the licensee. The licensee is also to comply with any applicable state or federal laws. The licensee agrees to indemnify, defend, and hold the City of Norman harmless for any actions of any nature arising out of any failure by licensee to satisfy, its obligations under this license; arising out of any accident or other occurrence whatsoever causing injury, including death, resulting from the use, occupancy or condition of the Right-of-Way and patio by licensee; and arising out of any mechanic's lien or other lien, tax, assessment or charge of any kind.

Lastly, the license may be terminated for any reason at any time by either party by serving thirty days' written notice of termination upon the other party. Upon the termination of this license, licensee shall surrender to City the possession of the Right-of-Way and shall remove the patio and restore the Right-of-Way to substantially the state in which it was prior to the construction of the patio. If the licensee fails within thirty (30) days to make such removal or restoration, then City may remove the patio and restore the Right-of-Way to substantially the state it was in prior to construction of the patio, and the licensee shall reimburse City for the cost so incurred. If the licensee fails to remove the Improvements, and the City is required to remove the improvements, the City may take and hold the Improvements as its sole property.

RECOMMENDATION: If City Council wishes to allow the location of this patio within the right-of-way and sight triangle, Staff recommends the execution of the attached license in order to preserve the interests of the City and other franchise holders.

REVOCABLE LICENSE

THIS REVOCABLE LICENSE (this "License") is hereby issued as of the _____ day of _____, 2013, by THE CITY OF NORMAN, OKLAHOMA, A Municipal Corporation, (hereafter called "City"), to La Baguette, Inc. (hereinafter called "Licensee").

WITNESSETH, that the parties hereto, for the consideration hereinafter expressed, covenant and agree as follows:

1. City hereby permits Licensee, subject to the rights and easements hereinafter excepted and reserved and upon the terms and conditions hereinafter set forth, to use the following described land (hereinafter called the "Premises"), situated in Norman, Cleveland County, State of Oklahoma, marked "Exhibit A" and made a part hereof, for a term beginning on _____, 2013 and ending when this License shall be terminated as hereafter provided. This License is issued solely for the purpose of the installation and operation of an architectural feature (hereinafter called the "Improvements") that is part of the La Baguette restaurant. The Licensee may not use the Premises for any other purpose under the terms of this License.

2. City hereby excepts and reserves the right, to be exercised by City and by any others who have obtained or may obtain permission or authority from City so to do, (a) to operate, maintain, renew and relocate any and all existing utilities, pipe, power, and communication lines and appurtenances and other facilities of like character upon, over, or under the surface of the Premises; and (b) from time to time to construct, operate, maintain, renew and relocate such additional facilities of the same character. City shall incur no liability to Licensee for any damages to the Improvements or the Premises that may occur during the operation, maintenance, renewal, relocation of any or all existing utilities, pipes, power or communication lines, appurtenances, or facilities.

3. Licensee shall pay to City for the use of the Premises as follows: $100.00 per year payable in advance without demand. This fee is due and owing on or before the date this License is issued and thereafter shall be payable on or before the first day of each annual anniversary of such date thereafter. If the fee remains unpaid for thirty days after payment is due, the penalty shall a penalty of 10% of the annual amount each month that the fee remains unpaid.

4. Licensee shall use the Premises exclusively as a site for the Improvements as reflected on Exhibit A and made a part hereof.

5. Licensee shall allow City to enter upon the Premises at reasonable times for the purpose of inspection. Should Licensee not comply fully with the above-stated obligations of this section, notwithstanding anything contained in the termination for cause section hereof, City may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee; but any waiver by City of any breach of Licensee's obligations shall not constitute a waiver of the right to terminate this Lease for any subsequent breach which may occur, or to enforce any other provision of this License. Upon termination, Licensee shall be governed by Sections 15 and 16 of this License regarding Licensee's surrender of possession of the Premises.

7. Licensee shall keep and maintain the Premises and Improvements in such safe, sanitary and sightly condition as shall be satisfactory to City. If Licensee fails or refuses within fifteen (15) days after receipt of any request by City so to do, City may, at its option, perform such work, and in such event, Licensee shall, within thirty (30) days after the rendition of bill therefore, reimburse City for the cost so incurred.

8. In using the Premises, and in constructing, maintaining, operating and using the Improvements thereon, Licensee shall comply with any and all requirements imposed by federal or state statutes, or by ordinances, orders, or regulations of any governmental body having jurisdiction thereover. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alteration or repair work done, or suffered or permitted to be done, by Licensee on the Premises, and City is hereby authorized to post any notices or take any other action with respect to the Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of City to take any such action shall not relieve Licensee of any obligation or liability under this or any other paragraph hereof.

9. Licensee shall indemnify, defend and hold harmless City against all actions or causes of action, claims, liability, loss, cost, damage or expense, or whatever kind and nature, including but not limited to those arising under the Federal Employer's Liability Act, or under any Workers' Compensation Act, and any amendment to said Acts now or hereafter in effect, including attorney fees and other expenses of litigation, and including any suit instituted to enforce the obligations of this provision, which City may sustain or incur, or for which it may become liable, by reason of damage to or destruction of property, including the loss of use thereof and lost profits, or by reason of injuries, including death, to any person or persons including, but not limited to, the person or property of the parties hereto and their employees (hereafter "Loss and Damage"):

(1) Arising out of, or directly or indirectly due to, any failure by Licensee to satisfy, promptly and faithfully, its obligations under this License;

(2) Arising out of, or directly or indirectly due to, any accident or other occurrence whatsoever causing injury, including death, to any person or persons or damage to or destruction of any property, including the loss of use thereof and lost profits, resulting from the use, occupancy or condition of the Premises and Improvements by Licensee, its employees, invitees and licensees; and

(3) Arising out of any mechanic's lien or other lien, tax, assessment or charge of any and every nature that may at any time be established against the Premises or the Improvements, or any part thereof, as a consequence, direct or indirect, of the existence of Licensee's interest under this Lease.

No settlement by Licensee for Loss and Damage shall affect City's right to indemnity, contribution or defense under this agreement.

Upon written notice from City, Licensee agrees to assume the defense of any lawsuit, administrative action or other proceeding brought against City by any public body, individual, partnership, corporation, or other legal entity, relating to any matter covered by this License for

which Licensee has an obligation to assume liability for and/or to save and hold harmless the City. Licensee shall pay the entire costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation expenses, settlement payments, and amounts paid in satisfaction of judgments. Any and all lawsuits or administrative actions brought or threatened on any theory of relief available at law, in equity or under the rules of any administrative agency shall be covered by this Section, including, but not limited to, the theories of intentional misconduct, negligence, breach of statute or ordinance, or upon any theory created by statute or ordinance, state or federal.

10. Neither Licensee, nor the heirs, legal representatives, successors or assigns of Licensee, nor any subsequent assignee, shall assign or transfer this License or any interest herein, without the written consent and approval in each instance of City.

11. In case of the eviction of Licensee by anyone owning or claiming title to or any interest in the Premises, City shall not be liable to Licensee for any damage of any nature whatsoever, or to refund any fee paid hereunder, except the proportionate part of any fee paid in advance.

12. If any fee shall be due and unpaid, or if default shall be made in any of the covenants or agreements of Licensee herein contained, or in the case of any assignment or transfer of this License by operation of law, City may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee; but any waiver by City of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults.

13. This License may be terminated for any reason at any time by either party by serving thirty (30) days' written notice of termination upon the other party, stating therein the date that such termination shall take place, and upon the expiration of the time specified in such notice, this License and all rights of Licensee hereunder shall absolutely cease and determine.

14. Any notice to be given by City to Licensee hereunder shall be deemed to be properly served if deposited in the United States mail, postage prepaid, addressed to Licensee at La Baguette, Inc., 620 N. Berry Road, Norman, OK 73069. Any notice to be given hereunder by Licensee to City shall be deemed to be properly served if the same be deposited in the United States mail, postage prepaid addressed to: The Office of the City Clerk, P. O. Box 370, Norman, Oklahoma 73070.

15. Upon the termination of this License in any manner herein provided, Licensee shall forthwith surrender to City the possession of the Premises and shall remove the Improvements and restore the Premises to substantially the state in which they were prior to the construction of the Improvements, and in case Licensee shall fail within thirty (30) days after the date of such termination to make such removal or restoration, then City may, at its election to be exercised within thirty (30) days thereafter, remove the Improvements and restore the Premises to substantially the state they were prior to construction of the improvements, and in such event Licensee shall, within thirty (30) days after the rendition of bill therefore, reimburse City for the cost so incurred. If the Licensee fails to remove the Improvements, and the City is required to remove the improvements, the City may take and hold the Improvements as its sole property.

16. If Licensee fails to surrender to City the Premises, upon any termination of this License, all the liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered; and no termination hereof shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or the date, if later, when the Improvements are removed and the Premises restored or City elects to take and hold the Improvements as its sole property as hereinabove in Paragraph 15 provided.

17. All the covenants and agreements of Licensee herein contained shall be binding upon the heirs, legal representatives, successors and assigns of Licensee and shall inure to the benefit of the successors and assigns of City.

IN WITNESS WHEREOF, this License has been duly executed in duplicate by the parties hereto as of the date and year first above written.

LICENSEE:

By _____
Rudy Khouri, La Baguette, Inc.

ATTEST:

_____
Secretary

CITY:

APPROVED by the Norman City Council this _____ day of _____, 2012.

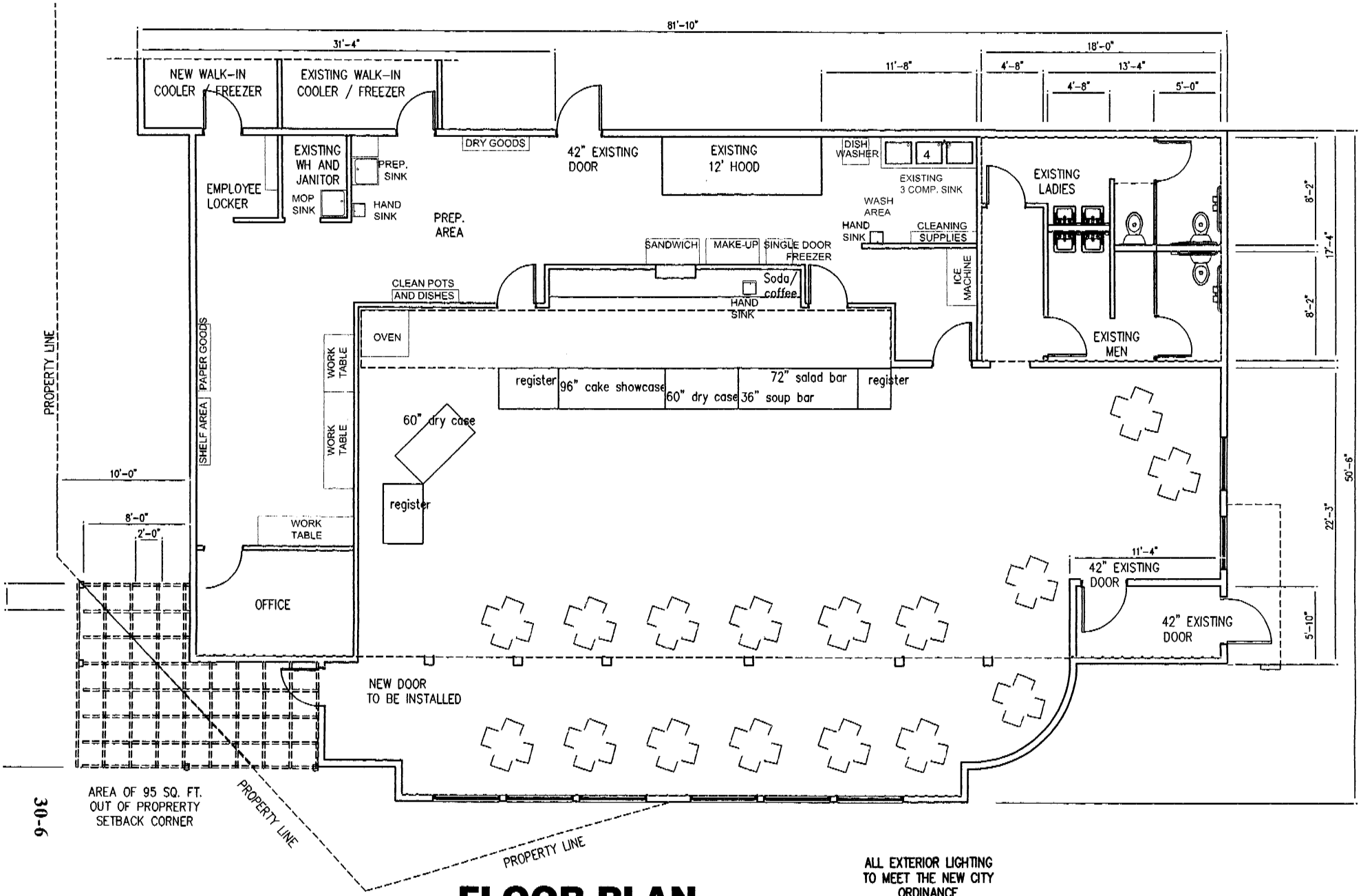
By _____
MAYOR

ATTEST:

_____
City Clerk

APPROVED as to legality and form this 8th day of January, 2013

_____
City Attorney



FLOOR PLAN

SCALE : 1/4" = 1'-0"

ALL EXTERIOR LIGHTING TO MEET THE NEW CITY ORDINANCE

City of Norman, OK

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

Master

File Number: K-1213-150

File ID:	K-1213-150	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 31	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**	$88,665.00	**File Created:**	01/07/2013
File Name:	Aerial Photography Contract			**Final Action:**	

Title: CONTRACT NO. K-1213-150: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND KUCERA INTERNATIONAL, INC., IN THE AMOUNT OF $88,665 TO PROVIDE FOR AERIAL PHOTOGRAPHY, DIGITAL ORTHOPHOTOGRAPHY, AND PLANIMETRIC MAPPING FOR THE GEOGRAPHIC INFORMATION SYSTEMS DIVISION.

Notes: ACTION NEEDED: Motion to approve or reject Contract No. K-1213-150 with ACOG and Kucera International, Inc., in the amount of $88,665; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Agenda Date: 01/22/2013

Agenda Number: 31

Attachments: Text File K-1213-150, Firm Ranking for Photos 2013, Bid Tabulation, K-1213-150, PR Kucera

Project Manager: Joyce Green, GIS Manager

Entered by: rone.tromble@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-150

Body

BACKGROUND: This project is a joint effort of several regional governments coordinated by the Association of Central Oklahoma Governments (ACOG) to develop an aerial photography base map for central Oklahoma and enable the participating governments to acquire additional mapping products they require to conduct their daily business. By combining our purchasing power, the participating governments will receive better pricing for the project as it is more cost effective for mapping contractors to collect aerial photography for large areas. In addition to the City of Norman, the participating governments include: City of Edmond, City of Midwest City,

City of Newcastle, City of Guthrie, City of Geary, and City of Piedmont. These agencies will be referred to as the Central Oklahoma Alliance of Government Agencies 2013 (COAGA 2013). This is the third time ACOG has coordinated an update to the regional base map and the second time the City of Norman has participated in the effort. Norman last updated its orthophoto and planimetric base map with the COAGA project in 2010. The maintenance cycle of these databases is scheduled for every two years, but has stretched to three years due to budget constraints.

For Norman, this project will update the City's base map to reflect new construction and any other changes on the ground. The deliverable products will be color orthophotography at 3 inch pixel resolution for the urban area and at 6 inch pixel resolution for the rural areas and an update to the 1 inch to 100 foot scale planimetric mapping database, focusing upon building footprints and paving.

DISCUSSION: Request for Proposals by COAGA 2013 for Regional Digital Ortho Images and Associated Data was released by ACOG on December 7, 2012. Four companies responded with proposals by the due date of December 20, 2012: Pinnacle Mapping Technologies, Inc. of Indianapolis, Indiana; Kucera International Inc. of Willoughby, Ohio; Surdex Corporation of Chesterfield, Missouri; and Sanborn of Colorado Springs, Colorado. The members of COAGA 2013 reviewed the proposals and selected Kucera International as the preferred firm based on proposals and follow up phone interviews on January 3, 2013. The cost of the orthophotos and quality of the sample images provided by the firms were the primary factors influencing the decision, as all of the firms responding to the RFP submitted acceptable technical proposals. Kucera proposed a considerable price break if all of the cities that are a part of COAGA 13 participate in the orthophoto project. The planimetric base map of building footprints and paving was negotiated with the winner of the orthophoto project. The total cost of Norman's portion of the project will be $88,665 which is within the $100,000 budget. This project adds about 215 GB of data to the City's computer system.

Attached are a ranking of the proposals and a cost tabulation of the options selected by the City of Norman. Due to the length of the documents the selected Proposal and the COAGA Request for Proposal 2013-1 are available for review in the City Clerk's Office, but are not attached to the agenda item.

RECOMMENDATION: Staff recommends that City Council approve Contract No. K-1213-150, an agreement for services between Kucera International Inc. and the City of Norman, based upon COAGA Request for Proposals 2013-1 for aerial photography, digital orthophotography and planimetric mapping in the amount of $88,665 payable to Kucera International Inc. Funds for the project are available in Misc. GIS Projects/Construction (Account 050-9533.419.61-01, Project BG0037 - GIS Digital Aerial Photography).

Firm Ranking Orthophotography:

	Kucera	Kucera if all COAGA 2013 cities participate	Pinnacle	Sanborn	Surdex
Rank	2	1	3	2	4

Cost Tabulation Orthophotos 2013:

	Kucera	Kucera if all cities participate	Pinnacle	Sanborn	Surdex
City of Norman (164 sq. mi. @6"+92 sq. mi @ 3")	$ 48,200	$ 40,889	$ 46,040	$ 42,104	$ 73,969
Mr SID and JP2000 of City of Norman	$ 275	$ 275	$ 150	$ -	$ 249
	$ 48,475	$ 41,164	$ 46,190	$ 42,104	$ 74,218

CONTRACT K-1213-150 AGREEMENT FOR PROFESSIONAL SERVICES
Between Kucera International Incorporated and the City of Norman, Oklahoma

This Agreement is made this 22nd day of January, 2013, between the City of Norman, 201 West Gray Street, Norman, Oklahoma, 73069, hereinafter referred to as the "City", and Kucera International Inc., an Ohio corporation, 38133 Western Parkway, Willoughby, OH 44094, hereinafter referred to as the "Consultant."

WHEREAS, the City desires to engage the Consultant to provide professional services in connection with the project as outlined in the Central Oklahoma Alliance of Governments (COAGA) Regional Digital Orthophoto Images and Associated Data Project Request for Proposals No. 2013-01 issued December 7, 2012; and

WHEREAS, the Consultant desires to render those services as described below in Section 1: Scope of Services;

NOW, THEREFORE, the City and the Consultant in consideration of the mutual covenants contained herein agree as follows:

SECTION 1: SCOPE OF SERVICES

The Consultant will provide to the City professional aerial imaging and photogrammetric services covering the City's designated 256 square mile project area. The services will generally consist of digital aerial photography, airborne and ground control surveying, aerotriangulation, digital elevation model (DEM) review/updating and production as needed, and digital orthophotography at a 3" (0.25') resolution covering a City-designated area of approximately 92 square miles and at a 6" (0.5') resolution covering a City-designated area of approximately 164 square miles. The digital aerial photography will be captured in 4-band (RGB and IR) form with Leica ADS40 digital aerial pushbroom camera technology and will be georeferenced to a combination of airborne GPS/IMU and ground control using a softcopy aerotriangulation process. The triangulated/georeferenced aerial imagery will be ortho-rectified to source digital elevation model (DEM), which will be newly produced or photogrammetrically updated as needed to support the rectification. The orthophotography will be furnished as 3-band color imagery in uncompressed and 18:1 compressed form. The Consultant may additionally provide to the City updated 1"=100' scale impervious surface mapping and other services as authorized by the City.

Kucera International, Inc. shall furnish all necessary work, materials, supplies, transportation, plant, labor, and superintendence as may be required, to accomplish digital photogrammetric mapping and surveys for this Mapping Project. The services shall be accomplished according to the specifications contained in the documents listed here in order of precedence in the event of inconsistent or contradictory terms, conditions or provisions among them:

1. Contract K-1213-150
2. Kucera International, Inc.'s Proposal dated December 18, 2012.
3. COAGA RFP 2013-01

SECTION 2: DEFINITION OF TERMS

A. **Contract Officer** - shall refer to the duly designated City official charged with general administration and coordination of matters related to this Agreement on behalf of the City.

B. **Project Coordinator(s)** - shall refer to the City's designated person or persons responsible for coordinating all aspects of work to be performed with the Consultant's assigned Project Manager and for review and acceptance or rejection of the Consultant's project deliverables. The Contractor Officer and Project Coordinator may be the same person.

C. **Project Manager** - shall refer to the person assigned by the Consultant to oversee the Consultant's work, coordinate with the City, and periodically report the status of the work to the Contract Officer or the City's Project Coordinator.

D. **Project Area(s)** - shall refer to the areas designated for which the Consultant shall perform the services referenced and described in this Agreement.

E. **Work/Deliverables** – shall refer to all data provided to the City corresponding to the contracted services and described herein, e.g., digital orthophoto imagery, reports, etc.

F. **Delivery** - shall mean the receipt in good order and condition, by the City Contract Officer or Project Coordinator(s), of all deliverables for services purchased by City from Consultant under this Agreement.

G. **Acceptance** - shall refer to the City's written or verbal acknowledgment of its approval in adequacy, accuracy, and quality of deliverables submitted by Consultant, following the City's review of deliverables.

H. **RFP** - shall refer to COAGA's Request for Proposal for Regional Digital Orthophoto Images and Associated Data dated December 7, 2012.

I. **Proposal** – shall refer to Kucera's proposal to COAGA for the project work dated December 18, 2012.

SECTION 3: Technical & Contractual Representatives

Authorized representatives of City and Kucera International, Inc. are:

CITY:		**Kucera International, Inc:**	
Technical	Joyce Green	**Technical**	John Antalovich, Jr.
Contractual	Joyce Green	**Contractual**	John Antalovich, Jr.

Modifications or amendments required, or permitted under this Agreement should be coordinated by the Contractual Representatives of the parties. The Technical Representatives of the parties should coordinate technical directions and communications concerning the services.

SECTION 4: RESPONSIBILITIES OF THE CITY

A. The City shall assign a Project Coordinator(s) with the authority to review and approve materials and deliverables submitted by the Consultant.

B. The City shall review any samples or deliverables and approve or comment on same within 90 days of receipt.

C. The City shall within a reasonable time after a request is received from Consultant answer or address any unforeseen questions that may arise during the course of the work to be performed by Consultant.

D. The City shall provide any designated City-owned source materials to the Consultant required to complete the project work and shall apprise the Consultant as possible of other known available source materials which may aid in the performance and check of the work.

E The City at its expense shall pay for the shipment of any materials to the Consultant.

SECTION 5: RESPONSIBILITIES OF THE CONSULTANT

A. The Consultant agrees to perform in a professional manner all of the services outlined in Section 1: Scope of Services and as further described in Proposal and RFP.

B. The Consultant agrees that no changes shall be made in the services outlined in Section 1: Scope of Services and/or Proposal and RFP without the express written prior consent and Agreement of the City and the Consultant.

C. The Consultant shall be fully responsible for the technical adequacy and accuracy of the work. No action by the City in its review, approval and/or acceptance or by any payment made hereunder shall be construed as a waiver of the technical adequacy and accuracy of the Consultant's work.

D. The Consultant shall assign to the work a Project Manager whose duties will be to oversee and coordinate the work with the City's Project Coordinator(s) and make regular status reports to the City.

E. The Consultant shall pay for the shipment of all deliverables and materials to the City.

F. The Consultant shall begin to perform the services upon receipt of the City's notice to proceed signed by the Contract Officer or designee of the same and shall complete such work as outlined in Section 6: Time of Completion.

G. The Consultant will retain a backup copy of all significant interim and final data produced for the contract, e.g., raw aerial imagery, updated DEM, digital orthophoto imagery, etc.

H. The Consultant shall obtain any non-City owned/outside source materials designated for use in the completion of the contract work.

SECTION 6: TIME OF COMPLETION

The Consultant agrees to complete the project work according to the following schedule as outlined in Kucera's proposal:

Phase	*Start*	*Complete*
Project initiation	1/12/13	1/30/13
Ground control surveying	2/1/13	2/15/13
Aerial image acquisition	2/15/13	3/15/13
Aerial data georeferencing/processing/inspection	3/15/13	4/15/13
Aerotriangulation	4/15/13	5/15/13
Digital Elevation Model (DEM) review/update/production	5/15/13	7/15/13
Pilot project	6/15/13	7/15/13
Orthophoto production and delivery	7/15/13	8/15/13
Planimetric mapping update	8/1/13	11/15/13
Project wrap-up	11/15/13	11/30/13

Consultant agrees to exercise reasonable care and diligence in anticipating potential internal problems and delays in completing the work. Such care shall include anticipating and making provision for loss of critical employees, normal failure of equipment, and other such schedule-disrupting occurrences normally experienced and reasonably capable of being anticipated by like organizations.

The contract work shall be completed by August, 2013, except as otherwise mutually agreed to by the City and the Consultant for justifiable cause, e.g., significant add-on services, significant changes to scope of work, accelerated delivery incentive, extenuating circumstances as listed below.

Extensions of time can be granted by the City upon written request of the Consultant, provided such request is made prior to the expiration of this Agreement, do not involve acts of failure by Consultant to exercise reasonable care and diligence as noted above, and are based on documented evidence of need under one or more of the following criteria:

- Significant delays in ability to complete aerial photo acquisition due to extended period of unsuitable weather or ground conditions.

- Work produced from photo acquisition reflights authorized/required by the City due to circumstances beyond Consultant's control.

- Significant delays by City in performing designated City support functions, e.g., notice to proceed, source materials, review of submitted work.

- Significant project requirements which are unanticipated due to being unspecified, undefined, or uncommunicated and significantly outside of accepted standards of practice and data expectations.

- Acts of nature or other circumstances beyond the control of the Consultant which is not due to its negligence or that of its employees, agents or assigns, but which affect the Consultant's ability to perform

SECTION 7: STATUS REPORTS

Following the first day of execution of this Agreement, the Consultant shall submit reports of progress at least semi-monthly which describe work completed up to the date of such report.

SECTION 8: DELIVERY OF WORK

Consultant shall indicate to the City when the work or any portion thereof has been completed and products of such work have been delivered to the City for inspection.

SECTION 9: INDEPENDENT CONTRACTOR STATUS

The status of the Consultant under this Agreement with respect to the services to be performed by the Consultant hereunder shall be that of "independent contractor." Nothing herein shall be construed to create an employer/employee relationship between the City and the Consultant or any other subconsultant hired by the Consultant.

SECTION 10: COVENANT AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of violation of this warranty, the City shall have the right to annul this Agreement without liability, or, at its discretion,

to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

SECTION 11: INSURANCE

Consultant shall take out and maintain during the life of this Agreement such public liability and property damage insurance as shall protect Consultant, its subcontractors, and the City from claims for damages for personal injury, including accidental death, as well as for claims for property damage, which might arise from operations under this Agreement, whether such operations be by Consultant or its subcontractor, or by anyone directly or indirectly employed by either of them.

Consultant shall also take out and maintain for the term of this Agreement the following coverages: $2 million general aggregate general liability; $1 million combined single limit automobile liability; $3 million aircraft insurance; $5 million excess liability; statutory workers' compensation liability; and professional liability in the amount of not less than $1 million. The City, its elected officials and employees are to be named as additional insureds.

All insurance coverages required in this Agreement shall be maintained in force for one (1) year after final payment of purchases made thereunder. The Consultant shall provide the City with certificates of insurance on all policies required under this Agreement within ten (10) days of execution of this Agreement and prior to the start of work.

All insurance policies shall be issued by responsible companies who are acceptable to the City. The Consultant shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy will not be canceled, reduced, restricted, or limited until thirty (30) days after the City has been notified in writing by registered or certified mail, return receipt requested. Certificates of insurance shall contain transcript from the proper office of the insurer, the location, the operations to which the insurance applies, the expiration date, and the above-mentioned City notification clause.

Consultant shall indemnify and hold City harmless from any damages, cost, claims or expenses which may arise as a result of any failure on the part of the Consultant to provide accurate and/or complete data and information to the City as outlined and required by the terms and conditions of this Agreement except as may be defined in Section 12: Warranty.

SECTION 12: WARRANTY AND CERTIFICATION

The Consultant, by signing this Agreement, acknowledges full understanding of the extent and character of the work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this

Agreement by the Consultant serves as its stated commitment to fulfill all the conditions referred to in this Agreement.

Consultant warrants that the work performed and deliverables provided under this Agreement shall conform to the COAGA/City specifications and the relevant recognized standards and procedures for digital orthophoto mapping. The orthophotography produced will meet ASPRS Class 1 accuracy standards for 1"=50' and 1"=100' scale imagery as applicable, i.e., RMS displacement error within 0.5' and 1', respectively for ground-based control and feature position representation in relation to "true" (accurately surveyed) positions. The work shall be of high quality, and shall be within the tolerances allowed by the above-cited references.

If the Consultant is notified by City of a specific discrepancy, deficiency, inaccuracy, or fault in the work, the Consultant shall re-perform such portions of the work necessary to correct the fault in as prompt a manner as possible and as agreeable to the City. If the fault requires a repeat of the aerial flyover of the project area, the repeat flyover will be performed at the first available opportunity at a time of the year mutually agreed upon with and approved by the City. All rework shall be made at no additional cost to the City.

The data warranty will apply indefinitely for significant errors/defects found in Consultants' work and for one year from the time of final data delivery for cosmetic/minor revisions and replacement of lost data files previously documented to be delivered. The Consultant shall not be liable for secondary, incidental or consequential damages of any nature resulting from any work properly performed under this Agreement.

SECTION 13: INSPECTION AND CORRECTION

The Consultant shall correct any major defects/errors in the work found following the City's review period, and shall make accessible to the City whatever information, data, materials and processes the City deems reasonably necessary to evaluate and confirm the accuracy and quality of Consultant's work. The Consultant shall not be liable for any expense of the City's review or inspection processes.

The City shall promptly following its inspection of the project data deliverables notify the Consultant of the nature of any work deemed non-acceptable. Upon such notification Consultant shall within a time frame acceptable to the City replace, modify or adjust its work to meet specifications, at its expense. Work shall be considered acceptable to the City if indicated as such in the absence of other notification.

SECTION 14: ACCEPTANCE

The City shall give written notice of its general acceptance or non-acceptance of final data deliverables to Consultant within 30 days of receipt. If no such notice is given to the Consultant, the work shall be deemed to be generally accepted by the City.

SECTION 15: USE OF PROJECT DATA

A. The Consultant hereby understands and acknowledges that any and all information gathered, generated and delivered to the City as outlined in the Scope of Services is for the exclusive use and benefit of the City, and shall be the sole property of the City, and that such information shall not be disseminated by the Consultant without the express written consent of the City.

B. All information, data, designs, plans, drawings, maps, photographs, specifications or other work furnished to or developed for the City by the Consultant, its employees, agents, or assigns, pursuant to this Agreement, shall be the sole property of the City, and all rights therein are reserved by the City. The Consultant, its assigns, employees, or agents shall not provide any imagery or map data developed under this Agreement to any party other than the City without the City's consent.

C. During the course of the contract and/or upon the completion of the contract work, the Consultant may with the City's authorization provide additional services and products from the contract data to the City and/or outside parties at mutually agreed, reasonable fees and terms. No performance of added services shall change or interfere with the performance of the contract work in accordance with the terms of this Agreement except in the case of being specifically requested and authorized by the City.

D. The Consultant hereby agrees to maintain one copy of all information gathered, generated and delivered to the City within its office in digital computer file form to serve as a backup to the data furnished to the City. Should the City suffer the loss of any of its data the Consultant agrees to replace same from its files at a reasonable fee for a period of ten years.

E. The City shall be entitled to rely on the technical accuracy of the data furnished by the Consultant with the understanding that the Consultant is not responsible for alterations made to and/or improper interpretation/use of the data by the City.

SECTION 16: COPYRIGHTS AND DISCLAIMERS

A. Copyright and title to all final deliverable products (e.g., aerial imagery, digital orthophotography) shall pass from the Consultant to the City upon the City's payment for the deliverables.

B. Use by a third party of the project aerial photography and associated digital imagery while in the Consultant's processing shall require advance approval from the City.

SECTION 17: COMPENSATION FOR CONSULTANT'S SERVICES

In consideration for the services performed hereunder, Consultant shall be paid the following by project phase:

Mobilization		$2,110
Aerial image acquisition:		
6" resolution – 164 sq. mi. at $40		5,560
3" resolution – 92 sq. mile at $135		12,420
Color digital orthophotography:		
6" resolution – 164 sq. mi. at $40		7,380
3" resolution – 92 sq. mile at $135		12,420
	Total Base Fee	$40,890
MrSID and JPEG 2000 compressed orthophotography		$275
Planimetric Mapping		$47,500
	Total Fees for Services	$88,665

The fees indicated include all ancillary services/products required for each phase as defined in Kucera International, Inc.'s Proposal dated December 18, 2012, COAGA RFP 2013-01, and Appendix A of this contract.

SECTION 18: INVOICING

Each project delivery phase outlined in Section 16 will be invoiced lump sum upon completion as evidenced by data transmittal or as otherwise mutually agreed by the City and the Consultant. The City agrees to review and process/pay the Consultant's invoice within thirty (30) days of receipt. If an invoice is validly disputed by the City or otherwise found to be in error, the invoice will be voided out and a new invoice submitted at the agreed amount with a new thirty (30) day payment period.

SECTION 19: PRICE PROTECTION

The fees quoted for work contracted for by the City as part of this Agreement, or quoted by the Consultant for additional services during the course of this Agreement shall be applicable until December 31, 2013. Should the City defer any portion of the originally specified work beyond this date, the fee for such work deferred can be adjusted by the consumer Price Index (CPI) for the prior year or other mutually agreed upon factor.

SECTION 20: COMPLIANCE WITH THE LAW

A. The Consultant shall not discriminate by any reason of age, color, handicap, national origin, race, religion or sex which is unrelated to the duties or position of applicants for employment by the Consultant.

B. The Consultant shall at all times observe and comply with all applicable statutes, ordinances, rules and regulations of federal, state and local governments in effect at the execution of this Agreement.

SECTION 21: TERMINATION

This Agreement shall terminate upon the City's acceptance of and payment for all authorized deliverables and services. The Consultant will retain a backup copy of all final and significant interim data deliverables for the contract, e.g., aerial imagery, DEM, digital orthophoto imagery, etc.

The City may terminate this Agreement with 30 days written notice to the Consultant for reasons unrelated to the Consultant's performance (e.g., lack of adequate funding for continuation). In the event of such termination, the City shall be liable for the payment of all work properly performed prior to the effective date of termination, including all portions of work which were partially completed.

If for any cause the Consultant shall default in the performance of this Agreement or any part thereof and has failed to address such default to the City's satisfaction within thirty (30) days after receipt of written notice specifying such default, the City may terminate this Agreement at its option and pursue legal recourse against the Consultant based upon a breach of contract.

SECTION 22: AMENDMENTS

No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of each party hereto.

SECTION 23: AGREEMENT INTEGRITY

This document and attachments represent the full and final Agreement between the Consultant and the City. If any provisions of the Agreement are deemed void or unenforceable, all other provisions will remain in effect.

SECTION 24: DISPUTE RESOLUTION

If a claim or controversy between City and Kucera International, Inc. is not resolved by the designated representatives of the parties, the chief executive officers of Kucera

International, Inc. and City shall meet within 30 days thereafter to review and discuss such claim or controversy and attempt, in good faith, to settle or resolve the matter.

SECTION 25: GENERAL

A. Governing Law, Venue & Costs. The laws of the State of Oklahoma shall govern this Agreement, and venue for all disputed matters between the parties shall be Oklahoma. In the event of an action to enforce the terms and conditions of this Agreement or of any of the rights or obligations arising from this Agreement, the prevailing party shall be entitled to an award of the costs of such action, including reasonable attorney fees.

B. Assignment. This Agreement is for personal services, and neither party may assign its rights, nor delegate the performance of its duties hereunder without the prior written approval of the other. Any assignment, voluntary or involuntary, in violation of the foregoing shall be voiding able. This Agreement is not intended to benefit any third party.

C. Successors and Approved Assigns. This Agreement shall inure to the benefit of, and shall be binding upon the parties and their respective legal representatives, successors, and approved assigns.

D. Non-Waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right shall constitute a waiver of that or any other right.

E. Force Majeure. Any delays beyond the control of either party shall automatically extend the time schedule. By mutual consent and two weeks advance notice, the indicated times may fluctuate to suit the needs of either party.

F. Notices. Notice required or permitted hereunder shall be in writing and delivered in a manner most efficient under the circumstances. Subject to the foregoing, notice shall be deemed to have been given when received by the party to whom it is directed by hand delivery, fax, or mail delivery as follows:

Kucera International, Inc:	Kucera International, Inc. 38133 Western Parkway Willoughby, OH 44094-7589 Attn: Mr. John Antalovich, Jr.
CITY:	City of Norman 201-A West Gray St. Norman, OK 73069 Attn: Ms. Joyce Green

Or at such other address as a party hereto may designate by written notice.

G. Headings. The captions and headings of this Agreement are for convenience and reference only, and do not limit or define the scope or intent of the clause.

H. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 26: SIGNATURES

IN WITNESS WHEREOF, the parties have execute this Agreement on the date last date written below.

CITY OF NORMAN

By: _____
Cindy Simon Rosenthal
Mayor

By: _____
Brenda Hall
City Clerk

Date: _____

Date: _____

KUCERA INTERNATIONAL INC.

By: _____
John Antalovich, Jr., PE, PS
President

By: _____
Scott Antalovich
Corporate Secretary

Date: 1-15-13

Date: 1-15-13

Approved as to from and legality this 16th day of January, 2013

_____
Jeff Harley Bryant, City Attorney

Appendix A: Scope of Work – Planimetric Mapping
AGREEMENT FOR SERVICES

I. Extent of Services

A. The Services

Kucera International, Inc. shall furnish all necessary work, materials, supplies, transportation, plant, labor, and superintendence as may be required, to accomplish digital photogrammetric mapping and surveys for this Mapping Project. The services shall be accomplished according to the specifications contained in the documents listed here in order of precedence in the event of inconsistent or contradictory terms, conditions or provisions among them:

1. Appendix A: Scope of Work - Planimetric Mapping
2. Kucera International, Inc.'s Proposal dated December 18, 2012
3. COAGA RFP 2013-01

B. Tasks to be performed under the Agreement for Services are:

1. Photogrammetric Update/Collection of the Planimetric Features

2. ArcGIS GeoDatabase Update

C. Area of the Project - The project area is 191 sq. miles and is illustrated in the attached Planimetric Project Map.

D. Deliveries - All costs of deliveries shall be borne by Kucera International, Inc. Each delivery shall be addressed to:

Joyce J. Green
Manager, GIS Services Division
City of Norman
201-A West Gray St.
Norman, OK 73069

and shall be accompanied by a letter and/or transmittal form, listing the materials being transmitted, and being properly numbered, dated and signed.

II. Special Technical Provisions

A. Planimetric Mapping Development

1. Accuracy - All features shall be accurate to within the tolerances of National Map Accuracy Standards for 1"=100' scale mapping.

B. Planimetric Mapping

1. Compilation shall be performed on a precision softcopy stereo plotter.

2. Kucera International, Inc. will utilize the same aerial photography for the planimetric data updating.

3. Planimetric data shall be delivered in ArcGIS GeoDatabase formats.

4. The planimetric data to be collected is road edges (paved, unpaved, and sidewalks), parking lots, driveways, structures, and all other features specified in Exhibit 2: Planimetric Geodatabase.

5. Map Editing/Quality Assurance - All quality checks and map editing shall be accomplished in a manner to eliminate or minimize errors and misinterpretation. Norman City officials will load Arc/Info files and check for completeness, topology and accuracy of spatial and attribute data.

6. All planimetric features spanning or extending across tile boundaries will edgematch with the boundary tile planimetric features.

7. Accuracy - The horizontal accuracy for this planimetric data will be 1/40th of the final map scale, or one and one-quarter feet (1 1/4'), based on the scale of photography. All spatial features shall be accurate to within the tolerances of National Map Accuracy Standards. All resultant GeoDatabase files will have double precision accuracy.

8. All spatial data should adhere to the following coordinate projection:

Coordinates/Projection: State Plane Coordinate System,
Zone: Oklahoma South, FIPS Zone 3502
Horizontal Datum: HARN
Map Units: Feet

IV. Deliverables

The following outlines the deliverable products produced by Kucera International, Inc. Kucera International, Inc. understands that all of the products listed below are the property of the City of Norman.

A. Photogrammetric Products

1. Planimetric databases in ArcGIS GeoDatabase format.

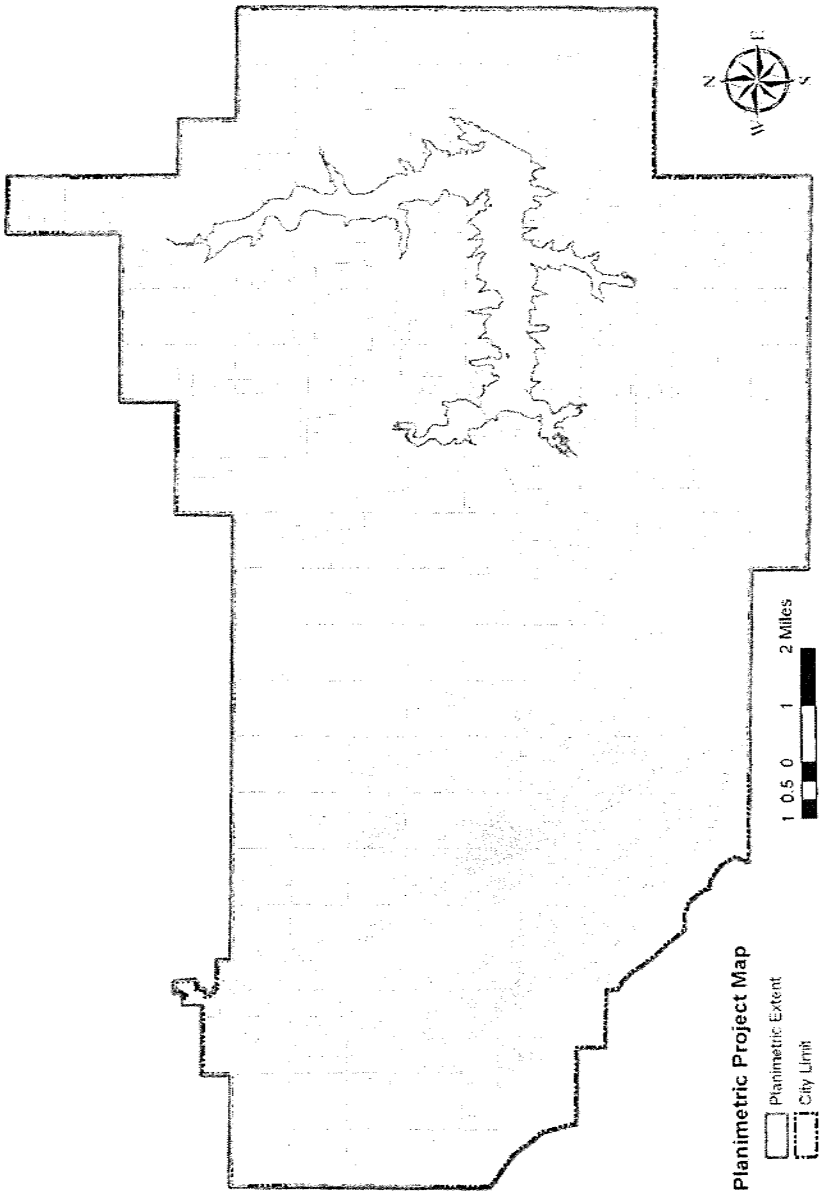


Exhibit 1: Planimetric Project Map

Exhibit 2: Planimetric Data Dictionary

TRANSPORTATION FEATURE DATASET

AIRPORT (Polygon)

Properties

Feature Dataset TRANSPORTATION
Feature Class AIRPORT

Type: Polygon

Topology/Network: n/a

Description

Visible airport runway related infrastructure within the imagery.

Attributes

Name (Alias)	Type	Length	Default Value	Domain	Index	System, Required, Optional	Data Source
OBJECTID (FID)	Object ID		<not null>		Y	S	ArcMap
SHAPE	Geometry		Polygon			S	ArcMap
SHAPE_LENGTH	Double		<not null>			S	ArcMap
SHAPE_AREA	Double		<not null>			S	ArcMap
FEATURE_SUBTYPE	Text	30	0	Y	Y	R	Conversion Vendor
CODE	Integer	4	0	Y		R	Conversion Vendor

Feature Subtype Domain Definitions

CODE	DESCRIPTION CLASS	*Description*
1812	Runway	Edge of paved surface
1813	Taxiway	Edge of paved surface
1814	Access Road	Edge of paved surface

ROAD (Polygon)

Properties

Feature Dataset TRANSPORTATION
Feature Class ROAD

Type: Polygon

Topology/Network: n/a

Description

Visible and hidden road and pavement-related features within the imagery.

Attributes

Name (Alias)	Type	Length	Default Value	Domain	Index	System, Required, Optional	Data Source
OBJECTID (FID)	Object ID		<not null>		Y	S	ArcMap
SHAPE	Geometry		Polygon			S	ArcMap
SHAPE_LENGTH	Double		<not null>			S	ArcMap
SHAPE_AREA	Double		<not null>			S	ArcMap
FEATURE_SUBTYPE	Text	30	0	Y	Y	R	Conversion Vendor
CODE	Integer	4	0	Y		R	Conversion Vendor

Feature Subtype Domain Definitions

CODE	DESCRIPTION CLASS	*Description*
1800	Paved Road	Paved road over 100' long, or 10' in width
1801	Paved Shoulder	Shoulder of road that is outside of the visible driving surface (paved road)
1802	Hidden Paved Road	Edge of paved road that is obscured by a bridge or other man-made feature. Collect to continue paved road surface
1803	Unpaved Road	Unpaved road over 100' long, or 10' in width. Unpaved surfaces will include dirt, gravel or other compact surface.
1804	Hidden Unpaved Road	Edge of unpaved road that is obscured by a bridge or other man-made feature. Collect to continue unpaved road surface
1805	Bridge Overpass	Pedestrian or vehicle bridge. Collect outer edge of bridge surface.

CODE	DESCRIPTION CLASS	*Description*
1806	Hidden Bridge Overpass	Pedestrian or vehicle bridge obscured by other bridge (interstate interchange is best example).
1807	Paved Alley	Paved alley over 50' long, or 8' in width.
1811	Curb	Edge of paved surface
1814	Road Under Construction	Collect as road under construction only if road is new or re-designed. If only a portion of road is under construction, collect as paved or unpaved surface.
1816	Unpaved Alley	Unpaved alley over 50' long, or 8' in width.
1899	Median	Paved or unpaved median feature wholly contained within the road. Treat islands within roads as medians.

PARKING (Polygon)

Properties

Feature Dataset TRANSPORTATION
Feature Class PARKING

Type: Polygon

Topology/Network: n/a

Description

Paved or unpaved parking features visible within the imagery.

Attributes

Name (Alias)	Type	Length	Default Value	Domain	Index	System, Required, Optional	Data Source	Description
OBJECTID (FID)	Object ID		<not null>		Y	S	ArcMap	Internal object / feature ID number (assigned by ArcMap)
SHAPE	Geometry		Polygon			S	ArcMap	Internal geometry (assigned by ArcMap)
SHAPE_LENGTH	Double		<not null>			S	ArcMap	Internal attribute with calculated perimeter length of the polygon (assigned by ArcMap)
SHAPE_AREA	Double		<not null>			S	ArcMap	Internal attribute with calculated area of the polygon (assigned by ArcMap)
FEATURE_SUBTYPE	Text	30	0	Y	Y	R	Conversion Vendor	Assigned by Conversion Vendor, this attribute is a code identifying the feature. The description of the feature code is displayed.
CODE	Integer	4	0	Y		R	Conversion Vendor	Assigned by Conversion Vendor, this attribute identifies a general feature class

Name (Alias)	Type	Length	Default Value	Domain	Index	System, Required, Optional	Data Source	Description
								code associated with each subtype. The description of the feature subtype is displayed.

Feature Subtype Domain Definitions

CODE	DESCRIPTION CLASS	*Description*
1809	Paved Parking	Commercial and/or Residential paved surfaces used primarily for parking vehicles. Must have at least 1 side that is 10' or greater to be compiled.
1816	Unpaved Parking	Commercial and/or Residential unpaved surfaces (dirt, gravel, grass, other) used primarily for parking vehicles. Must have at least 1 side that is 10' or greater to be compiled.
1899	Island	Paved or unpaved island feature wholly contained within the parking feature. Treat medians within parking lots as islands.

UN-CLASSIFIED PAVEMENT (Polygon)

Properties

Feature Dataset TRANSPORTATION **Type:** Polygon **Topology/Network:** n/a
Feature Class PAVEMENT

Description

Pavement features visible within the imagery that are not contained in the ROAD or PARKING Feature Classes.

Attributes

Name (Alias)	Type	Length	Default Value	Domain	Index	System, Required, Optional	Data Source
OBJECTID (FID)	Object ID		<not null>		Y	S	ArcMap
SHAPE	Geometry		Polygon			S	ArcMap
SHAPE_LENGTH	Double		<not null>			S	ArcMap

Name (Alias)	Type	Length	Default Value	Domain	Index	System, Required, Optional	Data Source
SHAPE_AREA	Double		<not null>			S	ArcMap
FEATURE_SUBTYPE	Text	30	0	Y	Y	R	Conversion Vendor
CODE	Integer	4	0	Y		R	Conversion Vendor

Feature Subtype Domain Definitions

CODE	DESCRIPTION CLASS	*Description*
1808	Driveway	Paved or unpaved commercial and/or residential driveway.
1810	Public Sidewalk	All public visible paved sidewalks, greater than 3'x10' in area, intended exclusively for pedestrian traffic.
1817	Private Sidewalk	All residential, commercial, or apartment complex paved sidewalks, greater than 3'x10' in area, intended exclusively for pedestrian traffic.
1820	Concrete Pad / Patio	Any miscellaneous concrete slabs such as concrete around swimming pool or a patio.

STRUCTURE FEATURE DATASET

BUILDING (Polygon)

Properties

Feature Dataset STRUCTURE
Feature Class BUILDING

Type: Polygon

Topology/Network: n/a

Description

Buildings and related structural elements visible in the imagery.

Attributes

Name (Alias)	Type	Length	Default Value	Domain	Index	System, Required, Optional	Data Source	Description
OBJECTID (FID)	Object ID		<not null>		Y	S	ArcMap	Internal object / feature ID number (assigned by ArcMap)
SHAPE	Geometry		Polygon			S	ArcMap	Internal geometry (assigned by ArcMap)
SHAPE_LENGTH	Double		<not null>			S	ArcMap	Internal attribute with calculated perimeter length of the polygon (assigned by ArcMap)
SHAPE_AREA	Double		<not null>			S	ArcMap	Internal attribute with calculated area of the polygon (assigned by ArcMap)
FEATURE_SUBTYPE	Text	30	0	Y	Y	R	Conversion Vendor	Assigned by Conversion Vendor, this attribute is a code identifying the feature. The description of the feature code is displayed.
CODE	Integer	4	0	Y		R	Conversion Vendor	Assigned by Conversion Vendor, this attribute identifies a general feature class code associated with each subtype. The description of the feature subtype is displayed.

Feature Subtype Domain Definitions

CODE	DESCRIPTION CLASS	*Description*
1700	Building	Polygon enclosing all erect (not under construction) buildings; i.e. houses, apartments, outbuildings, commercial. Building must have at least 1 side 10' or greater to be compiled.
1701	Approximate Building	Polygon enclosing all buildings under construction. Building must have at least 1 side 10' or greater to be compiled.
1702	Foundation	Polygon enclosing all building foundations that do not contain a housing unit on top. Does not include buildings under construction but does include ruins.
1703	Single-wide Trailer	Polygon enclosing mobile home. Double-wide trailer shall be shown as building.
1799	Building Courtyard	Artificial polygon created when building is fully encompassing of an open area.

POOL (Polygon)

Properties

Feature Dataset STRUCTURE
Feature Class POOL

Type: Polygon

Topology/Network: n/a

Description

Swimming pools visible in the imagery.

Attributes

Name (Alias)	Type	Length	Default Value	Domain	Index	System, Required, Optional	Data Source	Description
OBJECTID (FID)	Object ID		<not null>		Y	S	ArcMap	Internal object / feature ID number (assigned by ArcMap)
SHAPE	Geometry		Polygon			S	ArcMap	Internal geometry (assigned by ArcMap)
SHAPE_LENGTH	Double		<not null>			S	ArcMap	Internal attribute with calculated perimeter length of the polygon (assigned by ArcMap)
SHAPE_AREA	Double		<not null>			S	ArcMap	Internal attribute with calculated area of the polygon (assigned by ArcMap)
FEATURE_SUBTYPE	Text	30	0	Y	Y	R	Conversion Vendor	Assigned by Conversion Vendor, this attribute is a code identifying the feature. The description of the feature code is

Name (Alias)	Type	Length	Default Value	Domain	Index	System, Required, Optional	Data Source	Description
								displayed.
CODE	Integer	4	0	Y		R	Conversion Vendor	Assigned by Conversion Vendor, this attribute identifies a general feature class code associated with each subtype. The description of the feature subtype is displayed.

Feature Subtype Domain Definitions

CODE	DESCRIPTION CLASS	*Description*
2003	Public Pool	Polygon enclosing all public swimming pools. Public pools will be evident by their size. Digitize the pool only, not the deck or paved area around the pool.
2004	Private Pool	Polygon enclosing all in-ground private swimming pools. Digitize the pool only, not the deck or paved area around the pool.

UN-CLASSIFIED STRUCTURES (Polygon)

Properties

Feature Dataset STRUCTURE
Feature Class MISC_STRUCTURE

Type: Polygon

Topology/Network: n/a

Description

Structures visible in the imagery that do not fit logically into the other Feature Classes under the STRUCURE Feature Dataset.

Attributes

Name (Alias)	Type	Length	Default Value	Domain	Index	System, Required, Optional	Data Source	Description
OBJECTID (FID)	Object ID		<not null>		Y	S	ArcMap	Internal object / feature ID number (assigned by ArcMap)
SHAPE	Geometry		Polygon			S	ArcMap	Internal geometry (assigned by ArcMap)
SHAPE_LENGTH	Double		<not null>			S	ArcMap	Internal attribute with calculated perimeter length of the polygon (assigned by ArcMap)

Name (Alias)	Type	Length	Default Value	Domain	Index	System, Required, Optional	Data Source	Description
SHAPE_AREA	Double		<not null>			S	ArcMap	Internal attribute with calculated area of the polygon (assigned by ArcMap)
FEATURE_SUBTYPE	Text	30	0	Y	Y	R	Conversion Vendor	Assigned by Conversion Vendor, this attribute is a code identifying the feature. The description of the feature code is displayed.
CODE	Integer	4	0	Y		R	Conversion Vendor	Assigned by Conversion Vendor, this attribute identifies a general feature class code associated with each subtype. The description of the feature subtype is displayed.

Feature Subtype Domain Definitions

CODE	DESCRIPTION CLASS	*Level*	*Color*	*Weight*	*Style*	*Description*
1709	Dam	41	0	2	2	Barrier across river, creek, or swamp to regulate or obstruct water flow. Visible beaver dams large enough to affect water flow shall be outlined also.
1710	Oil Storage Tank	17	1	1	0	Polygon enclosing oil storage tank.
1711	Signal Controller	35	5	1	0	Square or rectangular metal box found in right of way at intersection used to control overhead traffic signal.

PURCHASE REQUISITION NBR: 0000212235

STATUS: PRE-AUDIT APPROVAL

REQUISITION BY: RTROMBLE

REASON: AERIAL PHOTOGRAPHY BASE MAP

DATE: 1/17/13

SHIP TO LOCATION: PLANNING DEPARTMENT

SUGGESTED VENDOR: 11608 KUCERA INTERNATIONAL INC

DELIVER BY DATE: 2/01/13

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	AERIAL PHOTOGRAPHY BASE MAP COMMODITY: MISCELLANEOUS SERVICES, N SUBCOMMOD: PROFESSIONAL SERVICES (NO	1.00	EA	88665.0000	88665.00	

REQUISITION TOTAL: 88665.00

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	05095334196101	Capital Projects Construction	BG0037 Aerial Photographs	100.00	88665.00
					88665.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

FOR CITY COUNCIL APPROVAL ON JANUARY 22, 2013
CALENDAR

City of Norman, OK

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

Master

File Number: K-1213-152

File ID:	K-1213-152	**Type:**	Contract	**Status:**	Consent Item
Version:	2	**Reference:**	Item No. 32	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**		**File Created:**	01/07/2013
File Name:	Contract K-1213-152 Subordination of Lien for 1508 Pinewood Drive			**Final Action:**	

Title: CONTRACT NO. K-1213-152: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND REPUBLIC BANK AND TRUST FOR SUBORDINATION OF A LIEN AS AGREED UPON UNDER THE HOME PARTNERSHIP PROGRAM FOR PROPERTY LOCATED AT 1508 PINEWOOD DRIVE.

Notes: ACTION NEEDED: Motion to approve or reject Contract No. K-1213-152 with Republic Bank and Trust; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Agenda Date: 01/22/2013

Agenda Number: 32

Attachments: Text File K-1213-152, K-1213-152

Project Manager: Linda Price, Revitalization Manager

Entered by: linda.price@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-152

Body

BACKGROUND: In March 2010 the City of Norman HOME Partnership Program provided $5,000 as downpayment assistance to Vernon E. Hooks for the purchase of a home at 1508 Pinewood Drive as a part of the NCRC Homebuyer Program. The NCRC Homebuyer Program is operated in conjunction with the Norman Community Reinvestment Council (NCRC), a 501 (c)(3) corporation that is comprised of Norman banking institutions providing assistance to lower income citizens of Norman. Almost five hundred fifty (550) such loans have been made since the program was initiated in 1995 to provide down payment assistance and closing costs to income-qualified Norman citizens in the purchase of their first home.

As a condition of funding, a lien was placed on the property and was filed as a subordinate mortgage to the primary mortgage on the property. Any modification of the primary mortgage requires resubordination of the lien. The program does not require repayment of the loan as long as the applicant maintains their home as their primary residence for five years; and at the end of five years the subordinate mortgage is released.

DISCUSSION: Approval of the request for subordination of the lien on Pinewood Drive would allow the owner to secure a loan to refinance the primary mortgage that will provide a lower interest rate and reduce the term of the loan from thirty years to fifteen years. Documentation from Republic Bank and Trust including a Certification of Mortgage Loan Refinancing, Good Faith Estimate, and a Truth in Lending Disclosure Statement were provided. The Subordination Agreement that will be filed with the new primary loan is attached. In accord with the adopted City of Norman Housing Handbook, these documents prove that all funds will be used for the refinancing of the home, with no funds going toward payment of debt.

Subordination of the lien would assist in making more money available for the upkeep of the property. The City would maintain a second position on the property. Additionally, the request meets the requirements of our policy to subordinate only for the purposes of lowering payments or improving the home, and the terms and conditions of program participation as described in the subordinate mortgage executed in March 2010 will not be modified.

RECOMMENDATION: Approval of Contract No. K-1213-152 for subordination of the lien on 1508 Pinewood Drive is recommended. Subordination of liens in the HOME Partnership Program is allowed by the Department of Housing & Urban Development and is consistent with program goals.

SUBORDINATION AGREEMENT

Know All Men By These Presents:

That, for and in consideration of the sum of one dollar ($1.00) and other good and valuable considerations, in hand paid, receipt of which are hereby acknowledged, THE CITY OF NORMAN, an Oklahoma Municipal Corporation, the undersigned, has agreed, and by these present, does agree with Vernon E. Hooks that the lien of a certain mortgage to Republic Bank and Trust, from said Vernon E. Hooks, Dated the _____ day of _____, _____, and recorded in Book _____ at Pages _____ of the records of Cleveland County, Oklahoma, upon the following described real property, to-wit:

Lot 50 in Block 8, Queenston Heights Addition to Norman, Cleveland County, Oklahoma according to the recorded plat thereof. 1508 Pinewood Drive.

Shall be prior and superior lien upon said property to the lien of that certain Mortgage on said real property, from said Vernon E. Hooks THE CITY OF NORMAN, dated March 1, 2010 and recorded in Book 4720 at Pages 165-172 of the records of Cleveland County, Oklahoma, and such priority shall be accorded said first above described mortgage, notwithstanding that said mortgage was dated and recorded subsequent to the date and recordation of the said second above described mortgage. If superior mortgage is renewed, extended or assigned, it is still the intent that this Subordination Agreement be enforced.

SIGNED AND AGREED TO THIS 7th DAY OF January 2013

By: _____

State of Oklahoma
County of Cleveland

This instrument was acknowledged before me on the 7th day of January, 2013

My commission expires: 8-16-15

Kim Giebler
Notary Public

NOTARY PUBLIC SEAL STATE OF OKLAHOMA
OFFICIAL SEAL
KIM GIEBLER
Commission # 11007499
Expires August 16, 2015

SIGNED AND AGREED TO THIS _____ DAY OF _____, _____.

THE CITY OF NORMAN, OKLAHOMA

BY: _____
Cindy S. Rosenthal, Mayor

ATTEST:

_____
Brenda Hall, City Clerk

Approved as to form and legality this
8th day of January, 2013.

_____
City Attorney's Office

State of Oklahoma
County of Cleveland

On this _____ day of _____, _____, before me, the undersigned, a Notary Public, personally appeared Cindy S. Rosenthal, Mayor for THE CITY OF NORMAN, OKLAHOMA, who executed the foregoing document as her voluntary act and deed of such corporation for the uses and purposes therein set forth.

My commission expires: _____

_____
Notary Public

City of Norman, OK

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

Master

File Number: PP-1213-9

File ID:	PP-1213-9	**Type:**	Preliminary Plat	**Status:**	Non-Consent Items
Version:	1	**Reference:**	Item No. 33	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	10/10/2012
File Name:	P.B. Addition Prelim Plat			**Final Action:**	

Title: CONSIDERATION OF A PRELIMINARY PLAT FOR P.B. ADDITION. (GENERALLY LOCATED ON THE WEST SIDE OF FLOOD AVENUE NORTH OF HIGHLAND PARKWAY)

Notes: ACTION NEEDED: Motion to approve or reject the preliminary plat for P.B. Addition.

ACTION TAKEN: _____

Agenda Date: 01/22/2013

Agenda Number: 33

Attachments: Text File PB Addition, Attachment A.pdf, PB_Addition Location Map, Prelim PB Addition, PB Staff Report, PB Transportation, Prelim Site Plan PD Addition, PB Addition GES, GBC PB, 11-8-12 PC Minutes - PB Addition

Project Manager: Ken Danner, Subdivision Manager

Entered by: rone.tromble@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Commission	11/08/2012					

Text of Legislative File PP-1213-9

body

BACKGROUND: This item is a preliminary plat for P.B. Addition and is generally located on the west side of Flood Avenue approximately 160' north of Highland Parkway. This property consists of 1.98 acres and one (1) commercial lot. City Council, at its meeting of October 26, 1954, adopted Ordinance No. 899 annexing and placing this property in the C-2, General Commercial zoning district. Planning Commission, at its meeting of November 8, 2012, recommended approval of the preliminary plat for P.B. Addition.

DISCUSSION: This parcel is currently undeveloped. The proposed development will add 9,500 square feet of office/warehouse space along the west side of Flood Avenue between Johnson Street and Highland Parkway.

This is an L-shaped parcel of land that is partially adjacent to Flood Avenue. The portion of the property located between the commercial parcels on Flood Avenue and the residential properties on Dorchester Drive will remain undeveloped at this time, however the owner may store equipment on this portion of the property. This addition is expected to generate 212 trips per day and 50 PM peak hour trips. As such, the trip generation potential for this development is well below the threshold for when a traffic impact study is required. Traffic capacities on nearby arterial roadways exceed the demand for existing and proposed trips as a result of this development. No negative traffic impacts are anticipated. See Attachment A.

Access to the proposed development will be from a single driveway located on the west side of Flood Avenue just south of the existing Johnson Street intersection. The development of this tract will eliminate one of the two existing drives along Flood Avenue. Originally, staff had requested that the proposed layout for the development be flipped so that the driveway would be on the south side of the tract rather than the north side and thus further away from the existing Johnson Street intersection. However, this request limits the expansion capabilities of the site. As such, staff can support the drive as proposed especially since the development as proposed results in a net reduction of the number of driveways along Flood Avenue.

Public improvements for this property consist of the following:

Alley. Alleys are not required on lots greater than one (1) acre if sufficient circulation is provided. The proposed site plan shows circulation for delivery trucks and sanitation vehicles.

Fire Hydrants. Fire hydrants will be installed in accordance with approved plans. Their locations have been approved by the Fire Department.

Sanitary Sewers. Sanitary sewer main is existing.

Sidewalks. Sidewalks will be constructed adjacent to Flood Avenue.

Storm Sewers. Storm water will be conveyed to a proposed privately maintained detention facility and storm water will be conveyed to Flood Avenue at the predevelopment runoff.

Streets. Flood Avenue is existing.

Water Mains. Water main is existing.

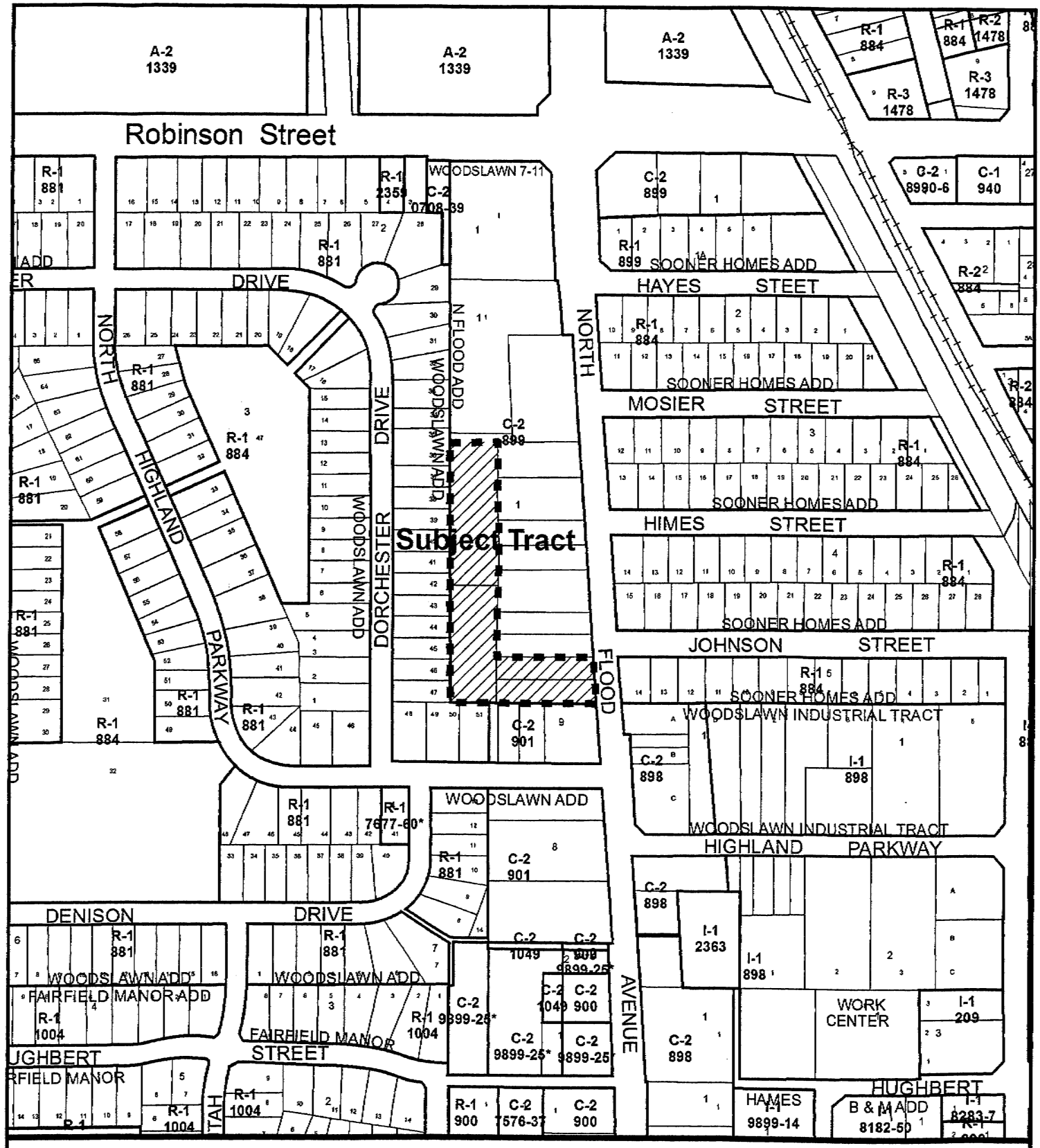
Public Dedications. All rights-of-way and easements will be dedicated to the City with final platting.

RECOMMENDATION: Staff recommends approval of the preliminary plat for P.B. Addition.

ATTACHMENT A

Preliminary Plat for P.B. Addition

STREET	NO. OF LANES	EXISTING TRAFFIC (Veh/day)	PROJECTED TRAFFIC (Veh/day)	TOTAL PROJECTED TRAFFIC (Veh/day)	ROADWAY CAPACITY L.O.S. "E"	% CAPACITY USED (EXISTING)	% CAPACITY USED (PROJECTED)
Flood Avenue	2	9,879	212	10,091	17,100	57.77	59.01



Location Map

Map Produced by the City of Norman Geographic Information System. (405) 366-5316
The City of Norman assumes no responsibility for errors or omissions in the information presented.

N W E S

September 12, 2012

0 150 300 Ft.

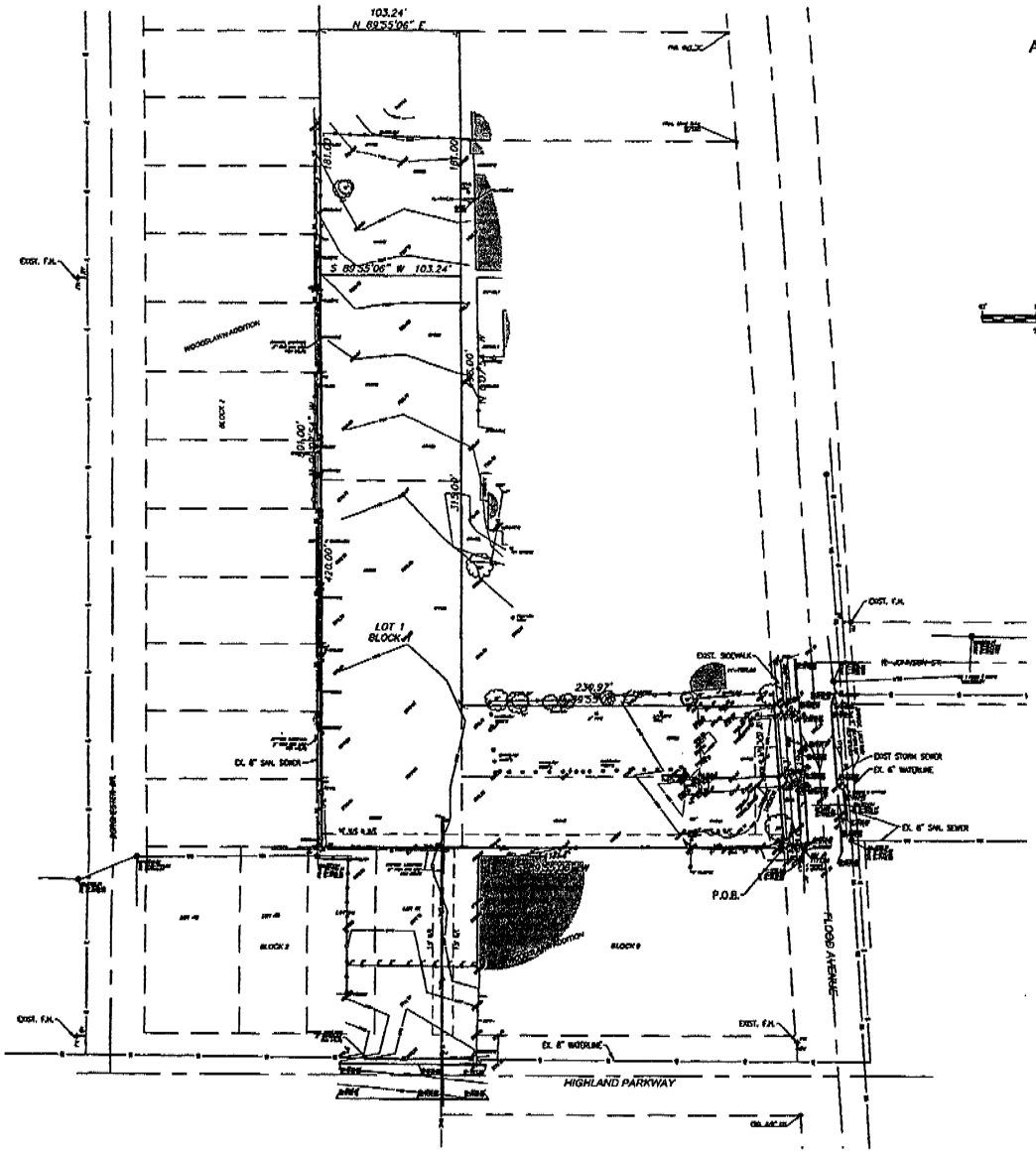
Subject Tract

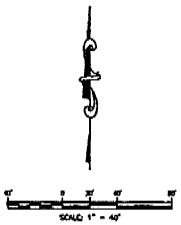
Zoning

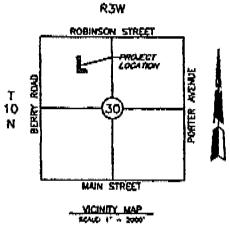
PRELIMINARY PLAT

PB ADDITION

A PART OF THE N.W. 1/4, SECTION 30, T10N, R3W, I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA







LEGAL DESCRIPTION:

Being a tract of land lying in the Northwest (N.W. 1/4) of Section Thirty (30), Township Ten North (T10N), Range Three West (R3W), of the Indian Meridian, Norman, Cleveland County, Oklahoma, being more particularly described as follows:

BEGINNING at the Northwest corner of Lot 1 Block 3 of the final final plat of Woodslawn Addition (as filed in Book 2 of Plats, Page 81);
THENCE South 89°55'06" West along the North line of said final plat a distance of 241.14 feet to the Southeast corner of Lot 47 Block 2 of said final plat;
THENCE North 00°07'54" West along the East property line of said Block 2 a distance of 601.00 feet;
THENCE North 89°55'06" East a distance of 103.24 feet;
THENCE South 00°07'54" East a distance of 418.00 feet;
THENCE North 89°55'06" East a distance of 230.97 feet to a point on the West right-of-way line of Flood Ave;
THENCE South 03°54'19" East along said West right-of-way line a distance of 183.23 feet to the POINT OF BEGINNING.

Said tract contains 86,842 square feet or 1.993 acres, more or less.

NOTES:

1. EXISTING ZONING IS C-2.
2. FOR DETENTION SEE DRAINAGE REPORT

STORM DRAINAGE DETENTION FACILITY EASEMENT

DRAINAGE DETENTION FACILITY EASEMENTS ARE HEREBY ESTABLISHED AS SHOWN TO PROVIDE FOR DETENTION OF STORM SURFACE WATER AND CONSTRUCTED AS APPROVED BY THE CITY ENGINEER. ALL MAINTENANCE WITHIN THE DRAINAGE DETENTION FACILITY EASEMENT SHALL BE THE RIGHT, DUTY AND RESPONSIBILITY OF THE PROPERTY OWNER(S) IN THE PLAT OF "PB ADDITION". HOWEVER, IF MAINTENANCE IS NEGLECTED OR SUBJECT TO OTHER UNSAFE CIRCUMSTANCES AND IS DETERMINED TO BE A HAZARD OR THREAT TO PUBLIC SAFETY BY THE CITY ENGINEER, CORRECTIVE MAINTENANCE MAY BE PERFORMED BY THE GOVERNING JURISDICTION WITH COSTS ASSESSED TO AND BORN UPON SAID PROPERTY OWNER(S). OFFICIALS REPRESENTING THE ENGINEERING DIVISION, PUBLIC WORKS DEPARTMENT, SHALL HAVE THE RIGHT TO ENTER UPON THE EASEMENT FOR PURPOSES OF PERIODIC INSPECTION AND/OR CORRECTIVE MAINTENANCE OF THE FACILITY. UPON RECEIVING WRITTEN APPROVAL FROM THE ENGINEERING DIVISION, PUBLIC WORKS DEPARTMENT, PROPERTY OWNER(S) MAY CONSTRUCT IMPROVEMENTS WITHIN THE EASEMENT, PROVIDED THE IMPROVEMENT DOES NOT INTERFERE WITH THE FUNCTION OF THE DETENTION FACILITY.

© SMC CONSULTING ENGINEERS, P.C. ALL RIGHTS RESERVED. THESE DOCUMENTS MAY NOT BE USED FOR ANY PURPOSES WITHOUT PRIOR WRITTEN PERMISSION FROM SMC CONSULTING ENGINEERS, P.C.

OWNER:
SASSAN MOGHADAM
221 48th AVE. N.W.
NORMAN, OK 73072
(405) 329-9634

DESIGNED BY :
SMC Consulting Engineers, P.C.
815 W. Main St.
Oklahoma City, OK 73106
Ph.(405) 232-7715

NOT VALID FOR CONSTRUCTION

TOM L. MOHLER
13411
OKLAHOMA
REGISTERED PROFESSIONAL ENGINEER

PB ADDITION

FLOOD AVENUE & HIGHLAND PARKWAY
NORMAN, OKLAHOMA

SMC Consulting Engineers, P.C.
CA No. 1463
Expiration Date: June 30, 2013

PROJECT NO.: 04-0-0
DATE: 10/20/12
SCALE: 1" = 40'
DRAWN BY: MMA
ENGINEER: Tom L. Mohler
P.E. NUMBER: P.E. 13411

PRELIMINARY PLAT

SHEET NO.
1 of 1

PRELIMINARY PLAT ITEM NO. 12

PP-1213-9

STAFF REPORT

ITEM: Consideration of a Preliminary Plat for P.B. ADDITION.

LOCATION: Generally located on the west side of Flood Avenue approximately 160' north of Highland Parkway.

INFORMATION:

1. Owner. Sassan Moghadam
2. Developer. Sassan Moghadam
3. Engineer. SMC Consulting Engineers, P.C.

HISTORY:

1. October 26, 1954. City Council adopted Ordinance No. 899 annexing this property and placing it in the C-2, General Commercial zoning district.

IMPROVEMENT PROGRAM:

1. Fire Hydrants. Fire hydrants will be installed in accordance with approved plans. Their locations have been approved by the Fire Department.
2. Permanent Markers. Permanent markers will be installed prior to filing of the final plat.
3. Sanitary Sewers. Sanitary sewer main is existing.
4. Sidewalks. Sidewalks will be installed adjacent to Flood Avenue.
5. Drainage. Storm water will be conveyed to a proposed privately maintained detention facility and storm water will be conveyed to Flood Avenue.
6. Streets. Flood Avenue is existing.
7. Water Mains. Water main is existing.

PUBLIC DEDICATIONS:

1. Easements. All required easements will be dedicated to the City on the final plat.

2. Rights-of-Way. All required rights-of-way will be dedicated to the City on the final plat.

SUPPLEMENTAL MATERIAL: Copies of a location map, site plan, and preliminary plat are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: The owner proposed to develop this tract as a commercial business. Staff recommends approval of the preliminary plat for P.B. Addition.

ACTION NEEDED: Recommend approval or disapproval of the request to waive alley requirement and approval or disapproval of the preliminary plat for P.B. Addition.

ACTION TAKEN: _____

CITY OF NORMAN
Development Review Form
Transportation Impacts

DATE: October 19, 2012

STAFF REVIEW BY: David R. Riesland, P.E.
City Traffic Engineer

PROJECT NAME: P.B. Addition
Owner:
Developer's Engineer:
Developer's Traffic Engineer:

PROJECT TYPE: Office/Warehouse
Sassan Moghadam
SMC
None

SURROUNDING ENVIRONMENT (Streets, Developments)
Commercial development surrounds the project location along Flood with low density residential along the various side streets.

ALLOWABLE ACCESS:
Proposed access along west side of Flood Avenue south of Johnson Street is an existing driveway.

EXISTING STREET CHARACTERISTICS (Lanes, Speed Limits, Sight Distance, Medians)
Flood Avenue: 2 lanes (existing) / 2 lanes (future). Speed Limit - 25 mph. No sight distance problems. No medians.

ACCESS MANAGEMENT CODE COMPLIANCE: YES ■ NO ☐

Proposed number of access points for the development is in compliance with what is allowed in the subdivision regulations.

TRIP GENERATION

Time Period	Total	In	Out
Weekday	212	106	106
A.M. Peak Hour	46	39	7
P.M. Peak Hour	50	8	42

TRANSPORTATION IMPACT STUDY REQUIRED? YES ☐ NO ■

RECOMMENDATION: APPROVAL ■ DENIAL ☐ N/A ☐ STIPULATIONS ☐

Recommendations for Approval refer only to the transportation impact and do not constitute an endorsement from City Staff.

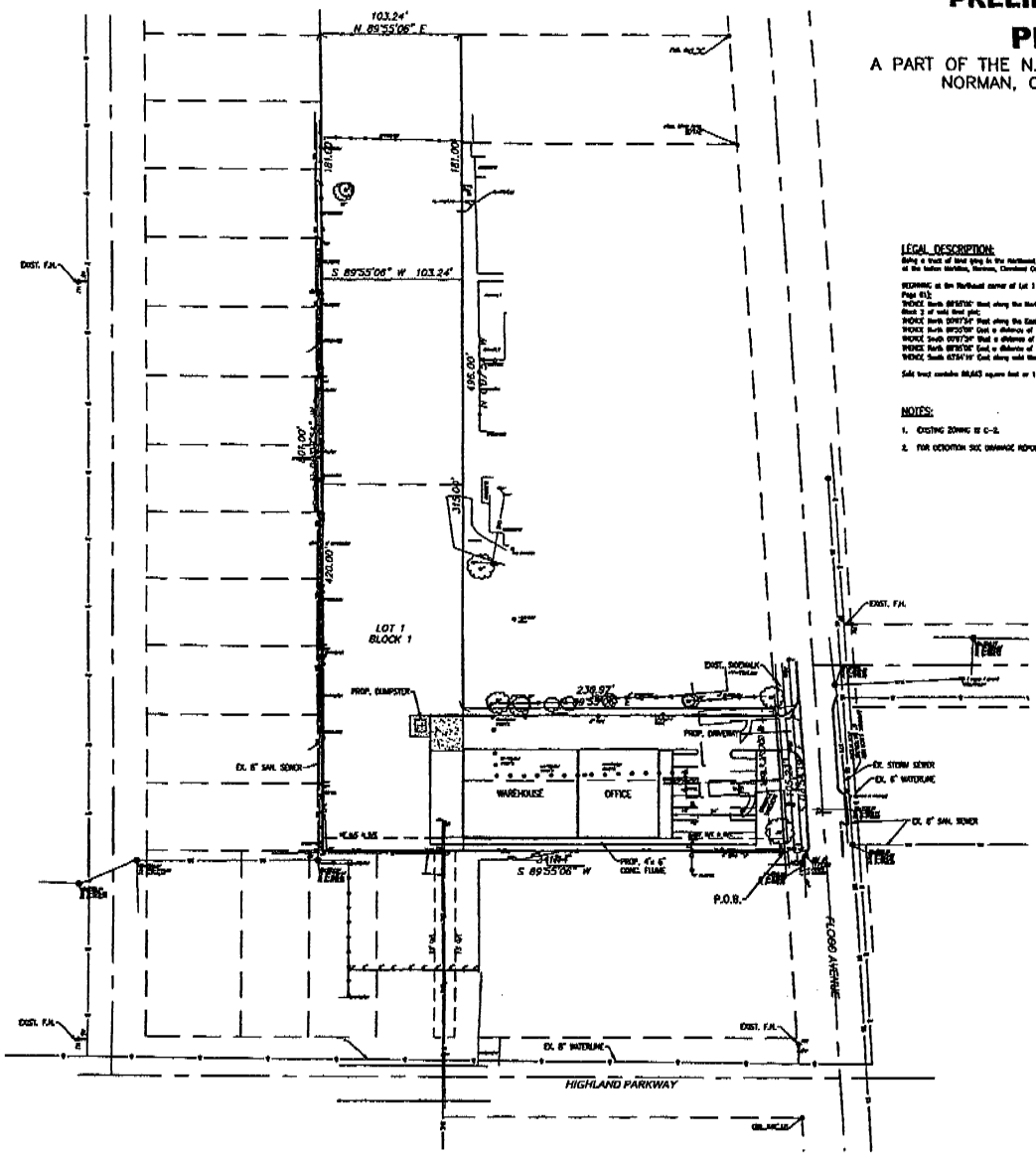
The proposed addition will add 9,500 square feet of office/warehouse space along the west side of Flood Avenue between Johnson Street and Highland Avenue. As such, this addition is expected to generate 212 trips per day and 50 PM peak hour trips. As such, the trip generation potential for this development is well below the threshold for when a traffic impact study is required. Traffic capacities on nearby arterial roadways exceed the demand for existing and proposed trips as a result of this development. No negative traffic impacts are anticipated.

Access to the proposed development will be from a single driveway located on the west side of Flood Avenue just south of the existing Johnson Street intersection. The development of this tract will eliminate one of the two existing drives along Flood Avenue. Originally, staff had requested that the proposed layout for the development be flipped so that the driveway would be on the south side of the tract rather than the north side and thus further away from the existing Johnson Street intersection. However, this request limits the expansion capabilities of the site. As such, staff can support the drive as proposed especially since the development as proposed results in a net reduction of the number of driveways along Flood Avenue.

PRELIMINARY SITE PLAN

PB ADDITION

A PART OF THE N.W. 1/4, SECTION 30, T10N, R3W, I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA



LEGAL DESCRIPTION:

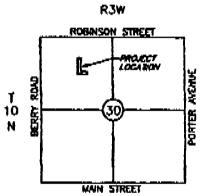
Being a tract of land lying in the Northeast (N.E. 1/4), of Section Thirty (30), Township Ten North (T10N), Range Three West (R3W), of the Indian Meridian, Norman, Cleveland County, Oklahoma, being more particularly described as follows:

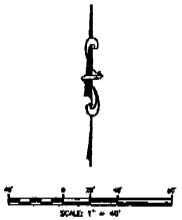
BEGINNING at the Northeast corner of Lot 1 Block 0 of the Final Plat plat of Woodglen Addition (as filed in Book 2 of Plats, Page 81);
THENCE North 89°55'06" West along the North line of said final plat a distance of 241.34 feet to the Southeast corner of Lot 43 Block 2 of said final plat;
THENCE North 00°07'34" East along the East property line of said Block 2 a distance of 601.00 feet;
THENCE North 89°55'06" East a distance of 103.24 feet;
THENCE South 00°07'34" West a distance of 496.00 feet;
THENCE North 89°55'06" East a distance of 233.97 feet to a point on the West right-of-way line of Flood Ave.;
THENCE South 03°54'19" East along said West right-of-way line a distance of 105.23 feet to the Point Of BEGINNING.

Said tract contains 88,843 square feet or 1.999 acres, more or less.

NOTES:

1. EXISTING ZONING IS C-2.
2. FOR DETENTION SEE DRAINAGE REPORT





© SMC CONSULTING ENGINEERS, P.C. ALL RIGHTS RESERVED WHICH INCLUDES BUT NOT LIMITED TO THE RIGHT TO COPY, DISTRIBUTE, OR USE THIS DOCUMENT IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION FROM SMC CONSULTING ENGINEERS, P.C.

OWNER:
SASSAN MOCHAGHAN
321 48th AVE. N.W.
NORMAN, OK 73072
(405) 329-9634

DESIGNED BY :
SMC Consulting Engineers, P.C.
815 W. Main St.
Oklahoma City, OK 73106
Ph.(405) 232-7715

PB ADDITION

FLOOD AVENUE & HIGHLAND PARKWAY
NORMAN, OKLAHOMA

SMC Consulting Engineers, P.C.
115 East Comanche, Norman, OK 73069
Phone (405) 329-9634 Fax (405) 321-7709
C.A. No. 1463 Exp. Date 6/30/2018

1	10/10/17

PROJECT NO.: 5A4A.00
DATE: 09/06/17
SCALE: 1" = 40'
DRAWN: BCDAA
ENGINEER:
P.E. NUMBER:

PRELIMINARY SITE PLAN

SHEET NO.
1 of 1

Greenbelt Enhancement Statement for Proposed Developments

Applicant Name: **Sassan K. Moghadam** Date: **09/06/12**
Contact Person: **Tom L. McCaleb, P.E. for Applicant**
Telephone/Fax/Email: **ph-232-7715 / fx-232-7859 / email – tom.mccaleb@smcokc.com**

Name of Development: **P. B. Addition**
Area (Acres): **2 ac**

General Location: **On the west side of Flood Street approximately 160 L.F. north of Highland Parkway**

Type of Development: (please check) Residential___ Commercial_X__ Industrial___ Other___

1. Briefly explain the kind of development, types of buildings/uses, or character of your proposal.

- **This will be a commercial development for a commercial building and parking. This development will relocate the Precision Builders facility that presently at 221 48th Avenue, N.W.**

2. Does your proposed development or project incorporate open space(s)?
   Yes ___ No _X___

   Please check what type(s) of open space is proposed within your development:

Park:	_____ Yes_X___ No	_____Public_____	Private
Open Space:	_____ Yes_X__ No	_____Public_____	Private
Detention Pond:	_X___ Yes__ __ No	_____Public_____	Private
Parking Lot Landscape:	_X___ Yes_____No	_____Public_X___	Private
Floodplain/Creek:	_____ Yes_X___No	_____Public_____	Private

Other _____

If the above noted areas are accessible via some other arrangement please explain.

3. Does the open space for this development include some kind of trail or path that meets the definitions contained in 4-2023A of the attached guidelines? (Indicate all that are applicable.)

Public Sidewalks (4-5' wide)**(On Street R/W Only)**	__X__ Yes	_____ No
Natural Trails (compacted earth 8-10' wide)	_____ Yes	__X__ No
Parkway Trails (durable surface 6-8' wide)	_____ Yes	__X__ No
Neighborhood Trails (durable or paved, 6-10' wide)	_____ Yes	__X__ No
Community Wide Trails (paved, 10-12' wide)	_____ Yes	__X__ No
Specialized Trails (equestrian, water, etc)	_____ Yes	__X__ No

Other_____

4. Identify schools, recreational areas (parks, playgrounds), commercial sites, or other public open spaces within ½ mile of your proposed development. (If there are no such areas within the ½ mile radius please state such and skip question 5.)

- **<u>This is an infield project and is surrounded by established commercial sites.</u>**

5. Projects in close proximity to schools, recreational areas (parks, playgrounds), commercial sites, and residential neighborhoods should, ideally, allow connection points promoting non-motorized transportation between key areas. Please describe how the proposed development plan accommodates those using alternative transportation, such as walkers and bicyclists? Examples include sidewalks connecting key areas, designated bike paths, and bike parking. (If there is no such connectivity please state such.)

- **<u>Construction of sidewalk along Flood St. right-of-way to connect to existing adjacent sidewalk.</u>**

6. Please check, from the following (or make a list), the geographical and/or environmental factors in your development that might offer opportunities for greenbelts and trails, per the attached guidelines. **N/A**

   Storm water channels ____
   Detention ponds ____
   Floodplains ____
   Stream bank/Riparian corridors ____
   Utility Easements ___
   Abandoned/Active RR corridors_____
   Other_____

   How will your development incorporate those elements noted into greenbelts and trails?

- **<u>Extension of existing sidewalk along Flood St.</u>**

7. If, after reviewing the above questions, you feel like your proposed development or project has no opportunities to add to nor detract from the City of Norman Greenbelt System, please explain briefly below. (Any comments you feel will help the Commission understand your intent to develop the area.)

Signature of Applicant or Contact Person: _____
Tom L. McCaleb, P.E. for Applicant

GBC 12-23

Applicant: Sassan Moghadam
Location: Approximately 1,200 feet south of the Intersection of Flood Avenue and West Robinson St. (west side of the road)
Proposal: Preliminary Plat for PB Addition

Greenbelt Commission Final Comments - GBC 12-23
Meeting of September 17, 2012

The Greenbelt Commission approved the application unanimously with no additional comments or references to the Greenbelt Ordinance criteria.

NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES

NOVEMBER 8, 2012

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 8th day of November 2012. Notice and agenda of the meeting were posted at the Norman Municipal Building and online at http://www.normanok.gov/content/boards-commissions at least twenty-four hours prior to the beginning of the meeting.

Chairman Andy Sherrer called the meeting to order at 6:30 p.m.

* * *

Item No. 1, being:
ROLL CALL

MEMBERS PRESENT	Dave Boeck Jim Gasaway Cindy Gordon Diana Hartley Tom Knotts Roberta Pailes Chris Lewis Andy Sherrer
MEMBERS ABSENT	Curtis McCarty

A quorum was present.

STAFF MEMBERS PRESENT	Susan Connors, Director, Planning & Community Development Jane Hudson, Principal Planner Janay Greenlee, Planner II Ken Danner, Subdivision Development Manager Roné Tromble, Recording Secretary Leah Messner, Asst. City Attorney Larry Knapp, GIS Analyst II Terry Floyd, Development Coordinator

* * *

Item No. 2, being:
CONSENT DOCKET
Chairman Sherrer announced that the Consent Docket is designed to allow the Planning Commission to approve a number of items by one motion and vote. The Consent Docket consisted of the following items:

Item No. 3, being:
APPROVAL OF THE OCTOBER 11, 2012 REGULAR SESSION MINUTES

Item No. 4, being:
COS-1213-3 – CONSIDERATION OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY JEFFREY CARLSON (CORNERSTONE REGIONAL SURVEYING, L.L.C.) FOR ROCKIN' ROSE FARM, GENERALLY LOCATED ON THE NORTH SIDE OF ALAMEDA DRIVE APPROXIMATELY ¼ MILE EAST OF 72ND AVENUE N.E.

Item No. 5, being:
FP-1213-15 – CONSIDERATION OF A FINAL PLAT SUBMITTED BY NORMAN DOP VII, L.L.C. (CORNERSTONE REGIONAL SURVEYING, L.L.C.) FOR DOLLAR GENERAL ALAMEDA ADDITION, FOR PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF ALAMEDA DRIVE APPROXIMATELY ¼ MILE EAST OF 72ND AVENUE N.E.

Item No. 6, being:
FP-1213-16 – CONSIDERATION OF A FINAL PLAT SUBMITTED BY ABSENTEE SHAWNEE TRIBE OF OKLAHOMA HEALTH CENTER (CARDINAL ENGINEERING) FOR ABSENTEE SHAWNEE HEALTH CARE ADDITION, SECTION 2, FOR PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF LITTLE AXE DRIVE AND APPROXIMATELY 775' EAST OF 156TH AVENUE N.E.

Item No. 7, being:
FP-1213-17 – CONSIDERATION OF A FINAL PLAT SUBMITTED BY HALLBROOKE DEVELOPMENT GROUP, L.L.C. (SMC CONSULTING ENGINEERS, P.C.) FOR COMMERCE PARKWAY ADDITION, SECTION 3, A PLANNED UNIT DEVELOPMENT, A REPLAT OF PART OF COMMON AREA A, DETENTION POND & ACCESS EASEMENT OF COMMERCE PARKWAY ADDITION SECTION 2, FOR PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF 36TH AVENUE N.W. APPROXIMATELY 1,551' NORTH OF INDIAN HILLS ROAD.

Item No. 8, being:
FP-1213-18 – CONSIDERATION OF A FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT SUBMITTED BY HEARTLAND CHURCH, INC. (SMC CONSULTING ENGINEERS, P.C.) FOR HEARTLAND CHURCH ADDITION, A PLANNED UNIT DEVELOPMENT, FOR PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF TECUMSEH ROAD APPROXIMATELY ½ MILE WEST OF PORTER AVENUE.

Item No. 9, being:
FP-1213-19 – CONSIDERATION OF A FINAL PLAT SUBMITTED BY HIGHLAND HILLS, L.L.C. (SMC CONSULTING ENGINEERS, P.C.) FOR HIGHLAND VILLAGE ADDITION SECTION 7, FOR PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF HIGHLAND VILLAGE DRIVE APPROXIMATELY 1,600' WEST OF PORTER AVENUE.

Item No. 10, being:
FP-1213-20 – CONSIDERATION OF A FINAL PLAT SUBMITTED BY UNIVERSITY TOWNE CENTER, L.L.C. (SMC CONSULTING ENGINEERS, P.C.) FOR UNIVERSITY NORTH PARK SECTION X, A PLANNED UNIT DEVELOPMENT, GENERALLY LOCATED ON THE NORTH SIDE OF CONFERENCE DRIVE AND WEST OF 24TH AVENUE N.W.

Item No. 11, being:
PP-1213-7 – CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY TERRA VERDE DEVELOPMENT, L.L.C. (SMC CONSULTING ENGINEERS, P.C.) FOR TRAILWOODS ADDITION, A PLANNED UNIT DEVELOPMENT, GENERALLY LOCATED NORTH OF ROCK CREEK ROAD APPROXIMATELY ¼ MILE EAST OF 12TH AVENUE N.W.

Item No. 12, being:
PP-1213-9 – CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY SASSAN MOGHADAM (SMC CONSULTING ENGINEERS, P.C.) FOR P.B. ADDITION GENERALLY LOCATED ON THE WEST SIDE OF FLOOD AVENUE APPROXIMATELY 160' NORTH OF HIGHLAND PARKWAY.

*

Chairman Sherrer asked if any member of the Commission wished to remove any item from the Consent Docket. There being none, he asked whether any member of the audience wished to speak regarding any item. There being none, he asked for discussion by the Planning Commission.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:
Jim Gasaway moved to place approval of Item Nos. 3 through 12 on the Consent Docket and approve by one unanimous vote. Chris Lewis seconded the motion.

There being no further discussion, a vote on the motion was taken with the following result:

YEAS	Dave Boeck, Jim Gasaway, Cindy Gordon, Diana Hartley, Tom Knotts, Roberta Pailes, Chris Lewis, Andy Sherrer
NAYES	None
ABSENT	Curtis McCarty

Ms. Tromble announced that the motion, to place approval of Item Nos. 3 through 12 on the Consent Docket and approve by one unanimous vote, passed by a vote of 8-0.

* * *

Item No. 12, being:
PP-1213-9 – CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY SASSAN MOGHADAM (SMC CONSULTING ENGINEERS, P.C.) FOR P.B. ADDITION GENERALLY LOCATED ON THE WEST SIDE OF FLOOD AVENUE APPROXIMATELY 160' NORTH OF HIGHLAND PARKWAY.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Preliminary Plat
3. Staff Report
4. Transportation Impacts
5. Preliminary Site Plan
6. Greenbelt Commission Comments
7. Greenbelt Enhancement Statement

The Preliminary Plat for P.B. ADDITION was approved on the Consent Docket by a vote of 8-0.

* * *

City of Norman, OK

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

Master

File Number: O-1213-19

File ID:	O-1213-19	**Type:**	Ordinance	**Status:**	Non-Consent Items
Version:	1	**Reference:**	Item No. 34	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**		**File Created:**	10/15/2012
File Name:	77 Storage Place Rezoning			**Final Action:**	

Title: ORDINANCE NO. O-1213-19 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO PLACE A PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE I-1, LIGHT INDUSTRIAL DISTRICT, AND REMOVE THE SAME FROM THE A-2, RURAL AGRICULTURAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3722 CLASSEN BOULEVARD)

Notes: ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1213-19 upon Second Reading section by section.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1213-19 upon Final Reading as a whole.

ACTION TAKEN: _____

Agenda Date: 01/22/2013

Agenda Number: 34

Attachments: Text File O-1213-19 Final Reading, O-1213-19 77 Storage, 77Storage_Location, 77 Storage Place Rezone Staff Rpt, Protest - 77 Storage Place, Memo to Postpone, 12-13-12 PC Minutes - 77 Storage Place

Project Manager: Jane Hudson, Principal Planner

Entered by: rone.tromble@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Commission	11/08/2012	Postponed				Pass

	Action Text:	Postpone action on Ordinance No. O-1213-19 and Preliminary Plat PP-1213-10 until the December 13, 2012 Planning Commission meeting.					
1	Planning Commission	12/13/2012	Recommended for Adoption at a subsequent City Council Meeting	City Council	01/08/2013	01/08/2013	
	Action Text:	Recommended for Adoption at a subsequent City Council Meeting to the City Council due back on 1/8/2013					
1	Planning Commission	12/13/2012	Recommended for Adoption at a subsequent City Council Meeting	City Council	01/08/2013		Pass
	Action Text:	A motion was made by Commissioner Lewis, seconded by Commissioner Boeck, that this Ordinance be Recommended for Adoption at a subsequent City Council Meeting to the City Council , due back on 1/8/2013. The motion carried by the following vote:					
1	City Council	01/08/2013	Introduced and adopted on First Reading by title only				Pass
	Action Text:	That this Ordinance be Introduced and adopted on First Reading by title only. by consent roll call					

Text of Legislative File O-1213-19

Body

SYNOPSIS: The applicant, 77 Storage Place, LLC, has requested to rezone the subject property from A-2, Rural Agricultural District, to I-1, Light Industrial District. This rezoning request will include approximately .85 acres and will up-zone the only remaining A-2, Rural Agricultural District, zoned lot in this group of five lots tof I-1, Light Industrial District, along the west side of Classen Boulevard/Highway 77 south of Cedar Lane Road.

BACKGROUND: The proposal for this piece of property is to rezone and plat for future use as a mini-storage facility. The parcel to the north of this subject tract is already platted as CCC Addition No. 1 and zoned I-1, Light Industrial. There is an existing building on that site, currently used as an office for a different business. That building will remain on the platted tract and will house the office facilities for the mini-storage business, as well as continue to serve as the office for the existing business. Once this subject tract is rezoned and platted, the two tracts will be combined via a Lot Line Adjustment and a mini-storage facility will span the newly created single parcel. The mini-storage facility at completion will have 7 buildings.

ANALYSIS:

PARKING: The applicant already has adequate parking adjacent to the existing office on the north parcel. The parking lot will be redesigned to accommodate the needed access to the mini-storage facility and will supply adequate parking for both businesses. No new employees will be hired to manage the new mini-storage facility.

ACCESS: The proposed storage buildings will be accessed from within the adjacent platted parcel to the north once the subject tract is platted. There will be a Lot Line Adjustment processed to remove the parcel line between these two tracts. The existing access point on Classen Boulevard/Highway 77 for the subject tract will remain and be used as an emergency access drive for fire protection only. This development will not be creating additional access points along South Classen Boulevard/Highway 77; this will help eliminate any additional traffic impacts.

DESIGN: The site plan depicts building setbacks, proposed building locations, landscape areas, and waterlines providing a fire hydrant for fire protection. There will be a twenty-five foot setback along South Classen Boulevard/Highway 77. The applicant will be required to comply with the Commercial Outdoor Lighting Standards as well as exterior façade requirements for buildings fronting South Classen Boulevard/Highway 77.

OTHER AGENCY COMMENTS:

PUBLIC WORKS: Sufficient accessibility has been provided for sanitation, fire protection and service vehicles.

Detention will be provided within the driving lanes of the mini-storage facility. Storm water will be conveyed to the railroad right-of-way.

RECOMMENDATION: The proposal creates no additional access points along South Classen Boulevard/Highway 77 eliminating the possibility of creating any additional traffic impacts, a critical issue in this heavily traveled area. The applicant has met the zoning requirements for this parcel. Staff recommends approval of this request to rezone from A-2, Rural Agricultural District, to I-1, Light Industrial District, to build a new mini-storage facility. The Planning Commission, at their December 13, 2012 meeting, voted unanimously to recommend approval of this rezoning request.

O-1213-19

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO PLACE PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE I-1, LIGHT INDUSTRIAL DISTRICT, AND REMOVE THE SAME FROM THE A-2, RURAL AGRICULTURAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3722 CLASSEN BOULEVARD)

§ 1. WHEREAS, 77 Storage Place, L.L.C., the owner of the hereinafter described property, has made application to have said property placed in the I-1, Light Industrial District, and to have the same removed from the A-2, Rural Agricultural District; and

§ 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing as required by law, considered the same and failed to make a recommendation that the same should be granted and an ordinance adopted to effect and accomplish such rezoning; and

§ 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

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

§ 4. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to place the following described property in the I-1, Light Industrial District, and to have the same removed from the A-2, Rural Agricultural District, to wit:

A part of the NE/4 of Section 16, T8N, R2W of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

BEGINNING at a point 2122.70 feet West and 527.45 feet South 26°48" East of the NE/C of Section 16, T8N, R2W, said point on the West right-of-way line of U.S. Highway #77;
THENCE South 63°12' West for a distance of 448.2 feet to the East right-of-way line of the A.T.&S.F.R.R.;
THENCE in a Southeasterly direction along said Railroad right-of-way for a distance of 80 feet;
THENCE North 63°12' East for a distance of 468.70 feet to a point on the West right-of-way line of U.S. Highway #77, 80 feet South of the POINT OF BEGINNING;
THENCE North 26°48' West along said Highway right-of-way line for a distance of 80 feet to the POINT OF BEGINNING.

Said tract contains 0.85 acres, more or less

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

ADOPTED this _____day of

_____, 2013.

_____
Mayor

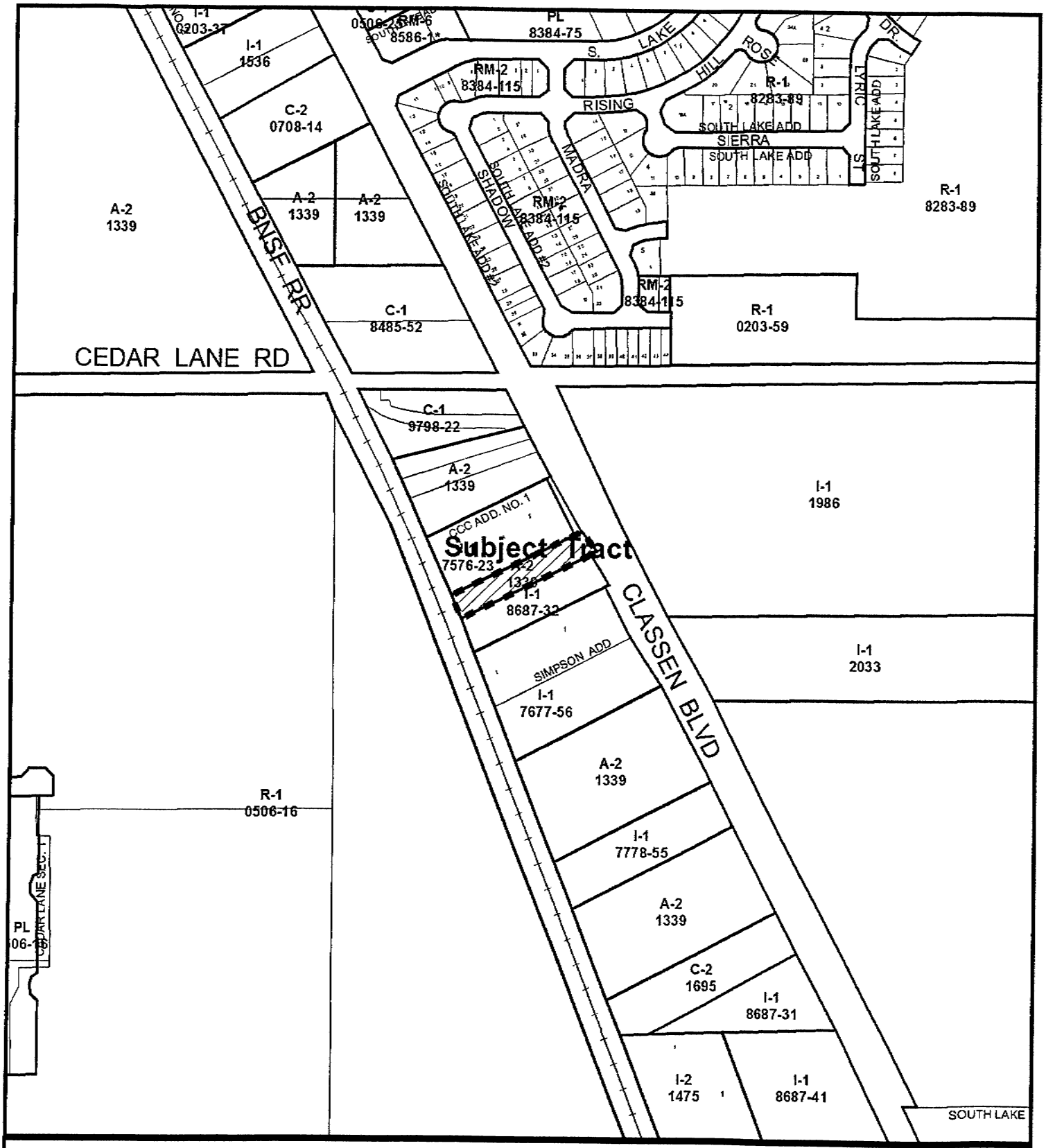
NOT ADOPTED this _____day of

_____, 2013.

_____
Mayor

ATTEST:

_____
City Clerk



Location Map

Map Produced by the City of Norman Geographic Information System.
(405) 366-5316
The City of Norman assumes no responsibility for errors or omissions in the information presented.

N
W E
S

October 8, 2012

0 200 400 Ft.

Subject Tract

Zoning

ORDINANCE NO. O-1213-19 ITEM NO. 10a

STAFF REPORT

GENERAL INFORMATION

APPLICANT	77 Storage Place, L.L.C.
REQUESTED ACTION	Rezoning to I-1, Light Industrial District
EXISTING ZONING	A-2, Rural Agricultural District
SURROUNDING ZONING	North: I-1 East: I-1 South: I-1 West: Railroad R-O-W & R-1
LOCATION	3722 S. Classen Boulevard
SIZE	0.85 acres
PURPOSE	Mini-Storage Facility
EXISTING LAND USE	Residential
SURROUNDING LAND USE	North: Industrial East: Vacant South: Residential West: Railroad R-O-W & Residential
LAND USE PLAN DESIGNATION	Industrial

SYNOPSIS: The applicant, 77 Storage Place, LLC, has requested to rezone the above noted property from A-2, Rural Agricultural District, to I-1, Light Industrial District. This rezoning request will include approximately .85 acres. This rezoning request will up-zone the only remaining A-2, Rural Agricultural District zoned lot in this group of five lots of I-1, Light Industrial District along the west side of Classen Boulevard/Highway 77 south of Cedar Lane Road.

BACKGROUND: The proposal for this piece of property is to rezone and plat for future use as a mini-storage facility. The parcel to the north of this subject tract is already platted as CCC Addition No. 1 and zoned I-1, Light Industrial. There is an existing building on that site, currently used as an office for a different business. That building will remain on the platted tract and will house the office facilities for the mini-storage business as well as continue to serve as the office for the existing business. Once this subject tract is rezoned and platted the two tracts will be

combined via a Lot Line Adjustment and a mini-storage facility will span the newly created single parcel. The mini-storage facility at completion will have 7 buildings.

ANALYSIS:

PARKING: The applicant already has adequate parking adjacent to the existing office on the existing north parcel. The parking lot will be redesigned to accommodate the needed access to the mini-storage facility and to supply adequate parking for both businesses.

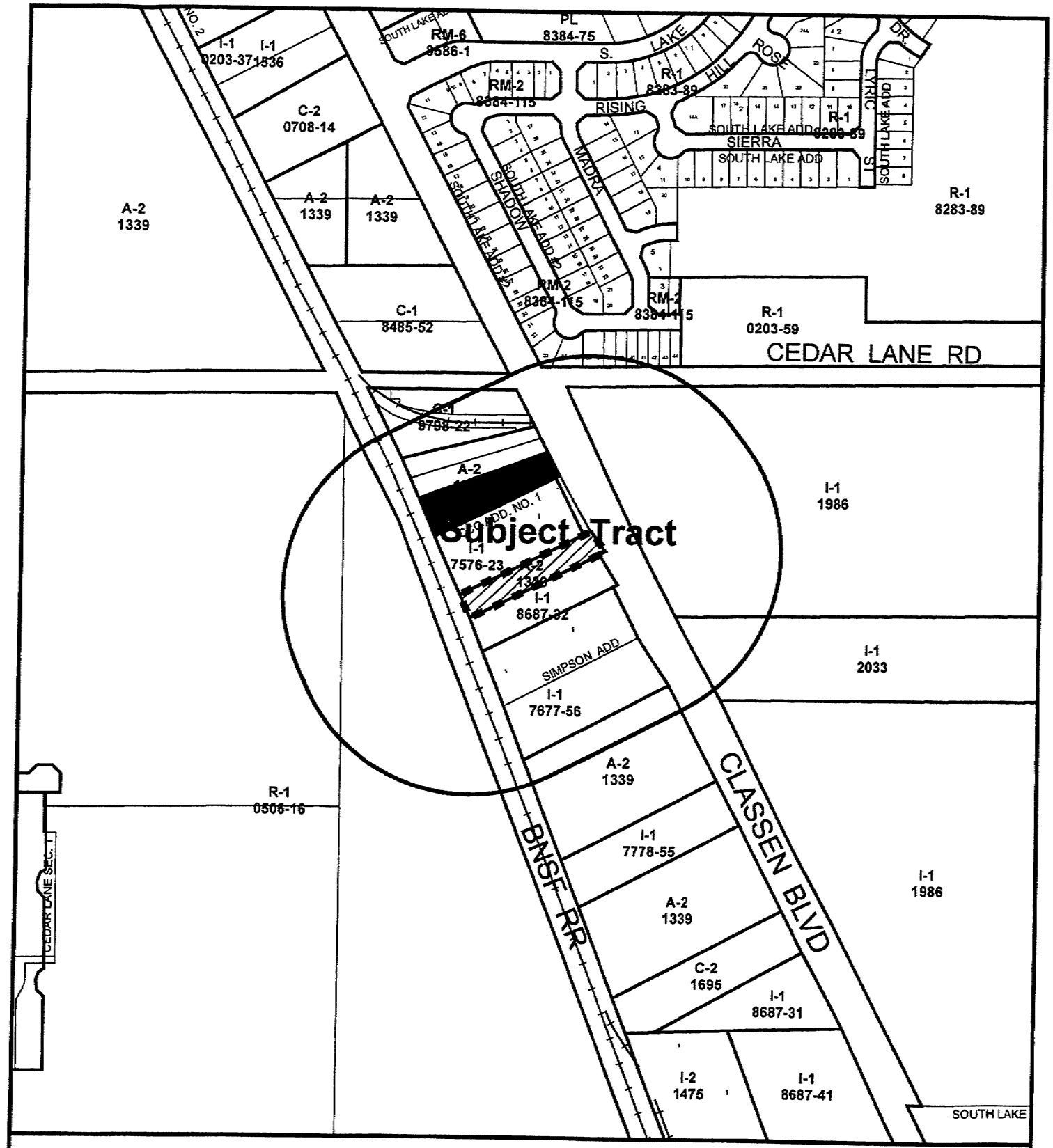
ACCESS: The proposed storage buildings will be accessed from within the adjacent platted parcel to the north once the subject tract is platted. There will be a Lot Line Adjustment processed to remove the parcel line between these two tracts. The existing access point for the subject tract will remain and be used as an emergency access drive for fire protection only. This development will not be creating additional access points along South Classen Boulevard/Highway 77; this will help eliminate any traffic impacts.

DESIGN: The site plan depicts building setbacks, proposed building locations, landscape areas, and waterlines providing a fire hydrant for fire protection. There will be a twenty-five foot setback along South Classen Boulevard/Highway 77. The applicant will be required to comply with the Commercial Outdoor Lighting Standards as well as exterior façade requirements for buildings fronting South Classen Boulevard/Highway 77.

OTHER AGENCY COMMENTS:

PUBLIC WORKS: Sufficient accessibility has been provided for sanitation, fire protection and service vehicles. Detention will be provided within the driving lanes of the facility. Storm water will be conveyed to the railroad right-of-way.

STAFF RECOMMENDATION: The proposal creates no additional curb cuts along South Classen Boulevard/Highway 77 eliminating the possibility of creating any traffic impact issues, a critical issue in this heavily traveled area. The applicant has met the zoning requirements for this parcel. Staff supports this request to rezone from A-2, Rural Agricultural District, to I-1, Light Industrial District, to build a new mini-storage facility.



Protest Map

3.7% Protest Within Notification Area

Map Produced by the City of Norman
Geographic Information System.
(405) 366-5316
The City of Norman assumes no
responsibility for errors or omissions
in the information presented.

N
W E
S

Scale: 1" = 400'
December 12, 2012

Subject Tract
Protest
Notification Area
Protest Outside Notification Area

November 5, 2012

Re: Case Number: PD12-33
77 Storage Place, LLC
3650 S Classen Blvd , Ward 7

To whom it may concern:

As resident and owner of property located at 3622 S Classen Blvd. I am opposed to the re-zoning of the property located at 3722 S Classen Blvd. I state my objection based upon the water drainage problems associated with with this area.

No existing facility is now functioning at its intended capacity. Ditches along Classen Blvd. do not drain properly. Water intended to drain to the near by BNSF Rail Road does not get there. Water from the Active Ice Plant, which lies between me and the subject property does not properly drain into the intended holding pond at the west end of the building and sometimes water is forced onto my property.

I sincerely believe that re-zoning of this property to a Light Industrial District would allow existing conditions to worsen, would tend to aggravate drainage of the water and would be a detriment to the entire area.

Respectfully Submitted; this 5th day of November 2012

Rosa L. Lewis

FILED IN THE OFFICE
OF THE CITY CLERK
ON 11/5/12

NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES

NOVEMBER 8, 2012

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 8th day of November 2012. Notice and agenda of the meeting were posted at the Norman Municipal Building and online at http://www.normanok.gov/content/boards-commissions at least twenty-four hours prior to the beginning of the meeting.

Chairman Andy Sherrer called the meeting to order at 6:30 p.m.

* * *

Item No. 1, being:
ROLL CALL

MEMBERS PRESENT	Dave Boeck Jim Gasaway Cindy Gordon Diana Hartley Tom Knotts Roberta Pailes Chris Lewis Andy Sherrer
MEMBERS ABSENT	Curtis McCarty

A quorum was present.

STAFF MEMBERS PRESENT	Susan Connors, Director, Planning & Community Development Jane Hudson, Principal Planner Janay Greenlee, Planner II Ken Danner, Subdivision Development Manager Roné Tromble, Recording Secretary Leah Messner, Asst. City Attorney Larry Knapp, GIS Analyst II Terry Floyd, Development Coordinator

* * *

Item No. 15, being:
CONSIDERATION OF A REQUEST SUBMITTED BY 77 STORAGE PLACE, L.L.C.

15A. ORDINANCE NO. O-1213-19 – 77 STORAGE PLACE, L.L.C. REQUESTS REZONING FROM A-2, RURAL AGRICULTURAL DISTRICT, TO I-1, LIGHT INDUSTRIAL DISTRICT, FOR PROPERTY LOCATED AT 3722 CLASSEN BOULEVARD.

15B. PP-1213-10 – CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY 77 STORAGE PLACE, L.L.C. (RUSSELL F. KETNER, P.E.) FOR CCC ADDITION SECTION 2 FOR PROPERTY LOCATED AT 3722 CLASSEN BOULEVARD.

ITEMS SUBMITTED FOR THE RECORD:
1. Postponement Memo

Chairman Sherrer noted that staff has requested that this item be postponed until the December meeting.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:
Chris Lewis moved to postpone action on Ordinance No. O-1213-19 and Preliminary Plat PP-1213-10 until the December 13, 2012 Planning Commission meeting. Diana Hartley seconded the motion.

There being no further discussion, a vote on the motion was taken with the following result:

YEAS	Dave Boeck, Jim Gasaway, Cindy Gordon, Diana Hartley, Tom Knotts, Roberta Pailes, Chris Lewis, Andy Sherrer
NAYES	None
ABSENT	Curtis McCarty

Ms. Tromble announced that the motion, to postpone action on Ordinance No. O-1213-19 and Preliminary Plat PP-1213-10 until the December 13, 2012 meeting, passed by a vote of 8-0.

* * *

office memorandum

Date: November 1, 2012

To: Chairman and Members
Norman Planning Commission

From: Jane Hudson, Principal Planner
Ken Danner, Subdvision Development Manager

Subject: Planning Commission Agenda Items – 15a and 15b
November 8, 2012

A scheduled Pre-development meeting was conducted on October 25, 2012. The applicant was unable to attend the meeting and represent his proposal. As a result, the proposed development will be resubmitted to the November 15, 2012 Pre-development meeting. Staff is recommending postponement of Item 15a, Ordinance No. O-1213-19 and Item 15b, the preliminary plat for CCC Addition, Section 2, until the December 13, 2012 Planning Commission Meeting.

cc: Shawn O'Leary, Director of Public Works
Susan Connors, Director of Planning and Community Development

NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES

DECEMBER 13, 2012

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 13th day of December 2012. Notice and agenda of the meeting were posted at the Norman Municipal Building and online at http://www.normanok.gov/content/boards-commissions at least twenty-four hours prior to the beginning of the meeting.

Chairman Andy Sherrer called the meeting to order at 6:30 p.m.

* * *

Item No. 1, being:
ROLL CALL

MEMBERS PRESENT	Dave Boeck Tom Knotts Curtis McCarty Cindy Gordon Jim Gasaway Sandy Bahan Chris Lewis Andy Sherrer
MEMBERS ABSENT	Roberta Pailes

A quorum was present.

STAFF MEMBERS PRESENT	Susan Connors, Director, Planning & Community Development Jane Hudson, Principal Planner Janay Greenlee, Planner II Ken Danner, Subdivision Development Manager Roné Tromble, Recording Secretary Leah Messner, Asst. City Attorney Larry Knapp, GIS Analyst II Terry Floyd, Development Coordinator Scott Sturtz, City Engineer

* * *

Chairman Sherrer recognized Sandy Bahan, new member of the Planning Commission, and recognized Diana Hartley for her service on the Commission from November 2009 through December 2012.

* * *

Item No. 10, being:
CONSIDERATION OF A REQUEST SUBMITTED BY 77 STORAGE PLACE, L.L.C.

10A. ORDINANCE NO. O-1213-19 – 77 STORAGE PLACE, L.L.C. REQUESTS REZONING FROM A-2, RURAL AGRICULTURAL DISTRICT, TO I-1, LIGHT INDUSTRIAL DISTRICT, FOR PROPERTY LOCATED AT 3722 CLASSEN BOULEVARD.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Staff Report

10B. PP-1213-10 – CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY 77 STORAGE PLACE, L.L.C. (RUSSELL F. KETNER, P.E.) FOR CCC ADDITION SECTION 2 FOR PROPERTY LOCATED AT 3722 CLASSEN BOULEVARD.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Preliminary Plat
3. Staff Report
4. Transportation Impacts
5. Request for Alley Waiver
6. Preliminary Site Plan
7. Pre-Development Meeting Summary
8. Greenbelt Commission Comments
9. Greenbelt Enhancement Statement
10. November 8, 2012 Planning Commission Minutes

PRESENTATION BY STAFF:
Ms. Hudson reported that this is a rezoning request from A-2 to I-1. The existing zoning in the area is I-1 surrounding this tract. The existing land use consists of industrial and some single-family scattered throughout the area. There is a railroad track at the rear of the property. There is a building on the site to the north that the applicant owns. They are going to combine the two sites and would like to construct a mini-storage. There was one protest submitted which comprised 3.7% of the notification area. Staff supports this request for rezoning. The applicant is present to make a presentation or answer any questions.

PRESENTATION BY THE APPLICANT:
Steve Eoff, 1891 Trailview Drive, representing the applicant, was available to answer question.

COMMENTS FROM THE AUDIENCE:
None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:
Chris Lewis moved to recommend approval of Ordinance No. O-1213-19 and Preliminary Plat PP-1213-10 for CCC ADDITION SECTION 2 to the City Council. Dave Boeck seconded the motion.

There being no further discussion, a vote on the motion was taken with the following result:

YEAS	Dave Boeck, Tom Knotts, Curtis McCarty, Cindy Gordon, Jim Gasaway, Sandy Bahan, Chris Lewis, Andy Sherrer
NAYES	None
ABSENT	Roberta Pailes

Ms. Tromble announced that the motion, to recommend approval of Ordinance No. O-1213-19 and Preliminary Plat PP-1213-10 for CCC ADDITION SECTION 2 to the City Council, passed by a vote of 8-0.

* * *

City of Norman, OK

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

Master

File Number: PP-1213-10

File ID:	PP-1213-10	**Type:**	Preliminary Plat	**Status:**	Non-Consent Items
Version:	3	**Reference:**	Item No. 35	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	10/15/2012
File Name:	CCC Addition Section 2			**Final Action:**	

Title: CONSIDERATION OF A PRELIMINARY PLAT FOR CCC ADDITION, SECTION 2. (LOCATED AT 3722 CLASSEN BOULEVARD)

Notes: ACTION NEEDED: Motion to approve or reject the preliminary plat for CCC Addition, Section 2.

ACTION TAKEN: _____

Agenda Date: 01/22/2013

Agenda Number: 35

Attachments: Text File CCC Addition, Attachment A.pdf, 77Storage_Location, Prelim CCC Addition No. 2, CCC Staff Rpt, CCC Transportation Impacts, 77 Storage Place Alley Waiver, Preliminary Site Plan CCC, 77 Storage Place PD Summary, 77 Storage GES, GBC CCC Addition, 11-8-12 PC Minutes - 77 Storage Place, 12-13-12 PC Minutes - 77 Storage Place

Project Manager: Ken Danner, Subdivision Manager

Entered by: rone.tromble@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Commission	11/08/2012	Postponed				Pass
	Action Text:	Postpone action on Ordinance No. O-1213-19 and Preliminary Plat PP-1213-10 until the December 13, 2012 Planning Commission meeting.					
3	Planning Commission	12/13/2012	Recommended for Adoption at a subsequent City Council Meeting	City Council	01/22/2013	01/22/2013	
	Action Text:	Recommended for Adoption at a subsequent City Council Meeting to the City Council due back on 1/22/2013					

2	Planning Commission	12/13/2012	Recommended for Adoption at a subsequent City Council Meeting	City Council	01/22/2013	Pass

Action Text: A motion was made by Commissioner Lewis, seconded by Commissioner Boeck, that this Preliminary Plat be Recommended for Adoption at a subsequent City Council Meeting to the City Council , due back on 1/22/2013. The motion carried by the following vote:

Text of Legislative File PP-1213-10

body

BACKGROUND: This item is a preliminary plat for CCC Addition No. 2 and is located at 3722 Classen Boulevard. This property consists of 1.76 acres and one (1) industrial lot. The overall plan consists of combining this self-storage facility with a proposed facility to the north. The existing office that is located north of this property will serve both facilities. The existing driveway on Classen Boulevard will provide access to both facilities. An emergency drive will be provided and will connect to Classen Boulevard on the northeastern portion of this property.

Planning Commission, at its meeting of December 13, 2012, recommended to City Council that this property be placed in the I-1, Light Industrial and removed from A-2, Agricultural District. In addition, Planning Commission recommended approval of the preliminary plat for CCC Addition No. 2.

DISCUSSION: The proposed addition will add 16,000 square feet of self-storage space along the west side of Classen Boulevard/U.S. Highway 77 immediately south of the existing 77 Storage facility. As such, this addition is expected to generate 40 trips per day and 4 PM peak hour trips. As such, the trip generation potential for this development is well below the threshold for when a traffic impact study is required. Traffic capacities on nearby arterial roadways exceed the demand for existing and proposed trips as a result of this development. No negative traffic impacts are anticipated. See Attachment A.

The proposed addition is being constructed south of a proposed self-storage development. All access will be by way of existing access to the development to the north. An emergency access will be provided along the west side of Classen Boulevard/U.S. Highway 77 to serve the new storage units. This access will be gated for use only by emergency vehicles. Traffic impact fees of $119.42 per PM peak hour trip were previously calculated by the Links development for improvements at the Classen Boulevard intersection with Cedar Lane Road. Consequently, an impact fee of $477.68 ($119.42 per PM trip * 4 PM trips = $477.68) should be collected with the filing of the final plat.

Public improvements for this property consist of the following:

Fire Hydrants. A fire hydrant will be installed in accordance with approved plans. Its location has been approved by the Fire Department.

Sanitary Sewers. Sanitary sewer will not be utilized for this property. The office building located to the north has an existing private sanitary sewer system.

Sidewalks. Sidewalks will be constructed adjacent to Classen Boulevard.

Storm Sewers. Stormwater will be conveyed to the west to a proposed privately maintained detention facility within the driving lanes before entering the BNSF railroad right-of-way.

Streets. Classen Boulevard is existing.

Traffic Signal and Intersection Improvements. Traffic impact fees of $119.42 per PM peak hour trip were previously calculated by the Links development for improvements at the Classen Boulevard intersection with Cedar Lane Road. Consequently, an impact fee of $477.68 should be collected with the filing of the final plat.

Water Mains. A twelve-inch (12") water main will be installed to upgrade from an existing eight-inch (8") water main.

Public Dedications. All rights-of-way and easements will be dedicated.

RECOMMENDATIONS: With the proposal of storage facilities on the two properties and the office on the northern lot, staff anticipates that the applicant will request a lot line adjustment in the future to combine the two properties.

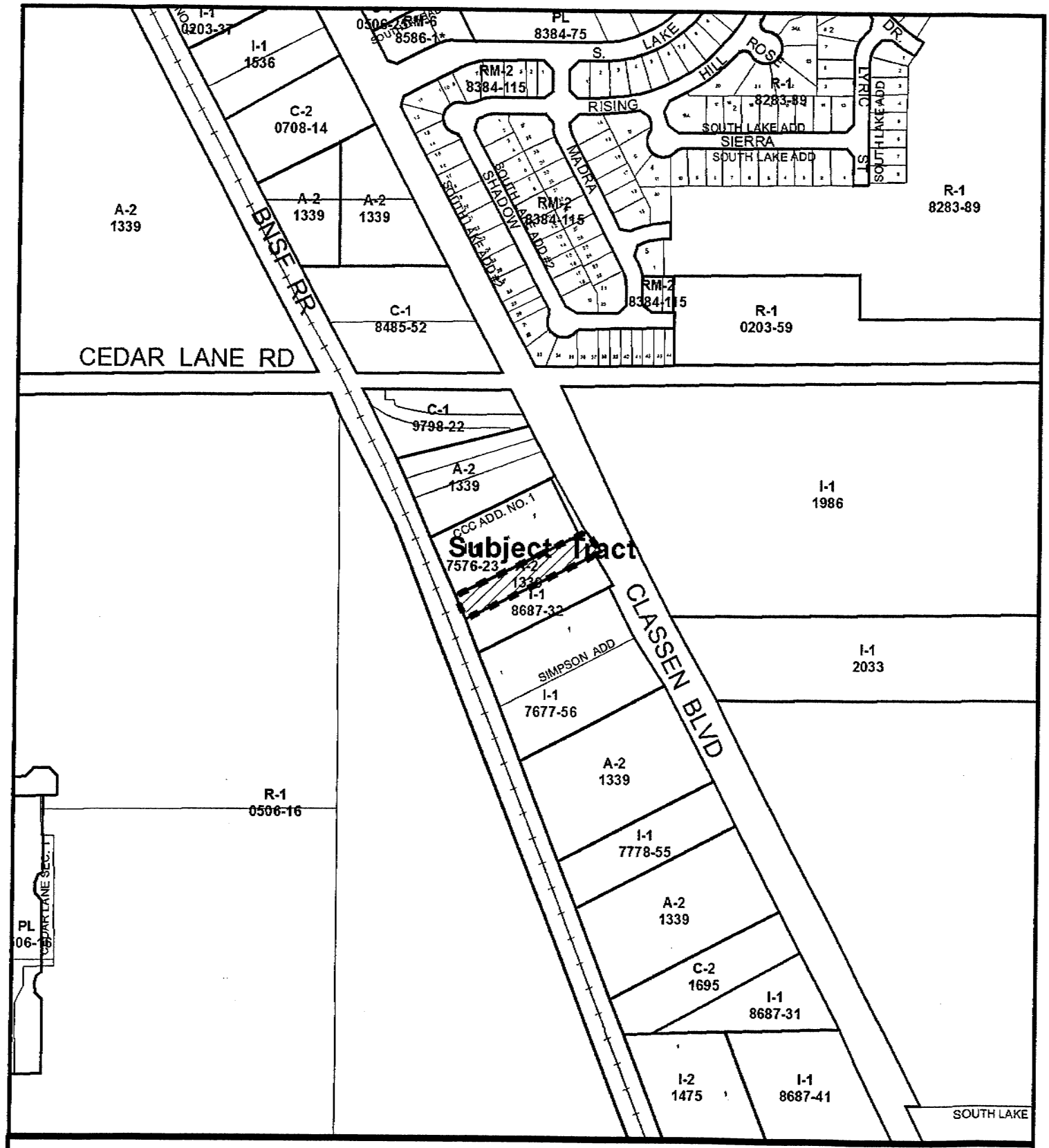
Based on the above information, staff recommends approval of the preliminary plat for CCC Addition No. 2 subject to City Council's approval of Ordinance No. O-1213-19.

ATTCHMENT A

Preliminary Plat for CCC Addition, Section 2

STREET	NO. OF LANES	EXISTING TRAFFIC (Veh/day)	PROJECTED TRAFFIC (Veh/day)	TOTAL PROJECTED TRAFFIC (Veh/day)	ROADWAY CAPACITY L.O.S. "E"	% CAPACITY USED (EXISTING)	% CAPACITY USED (PROJECTED)
Classen Boulevard	4	16,405*	40	16,445	34,200	47.97	48.08

* Includes traffic from Switzer's Locker Room.



Location Map

Map Produced by the City of Norman Geographic Information System. (405) 366-5316
The City of Norman assumes no responsibility for errors or omissions in the information presented.

N W E S

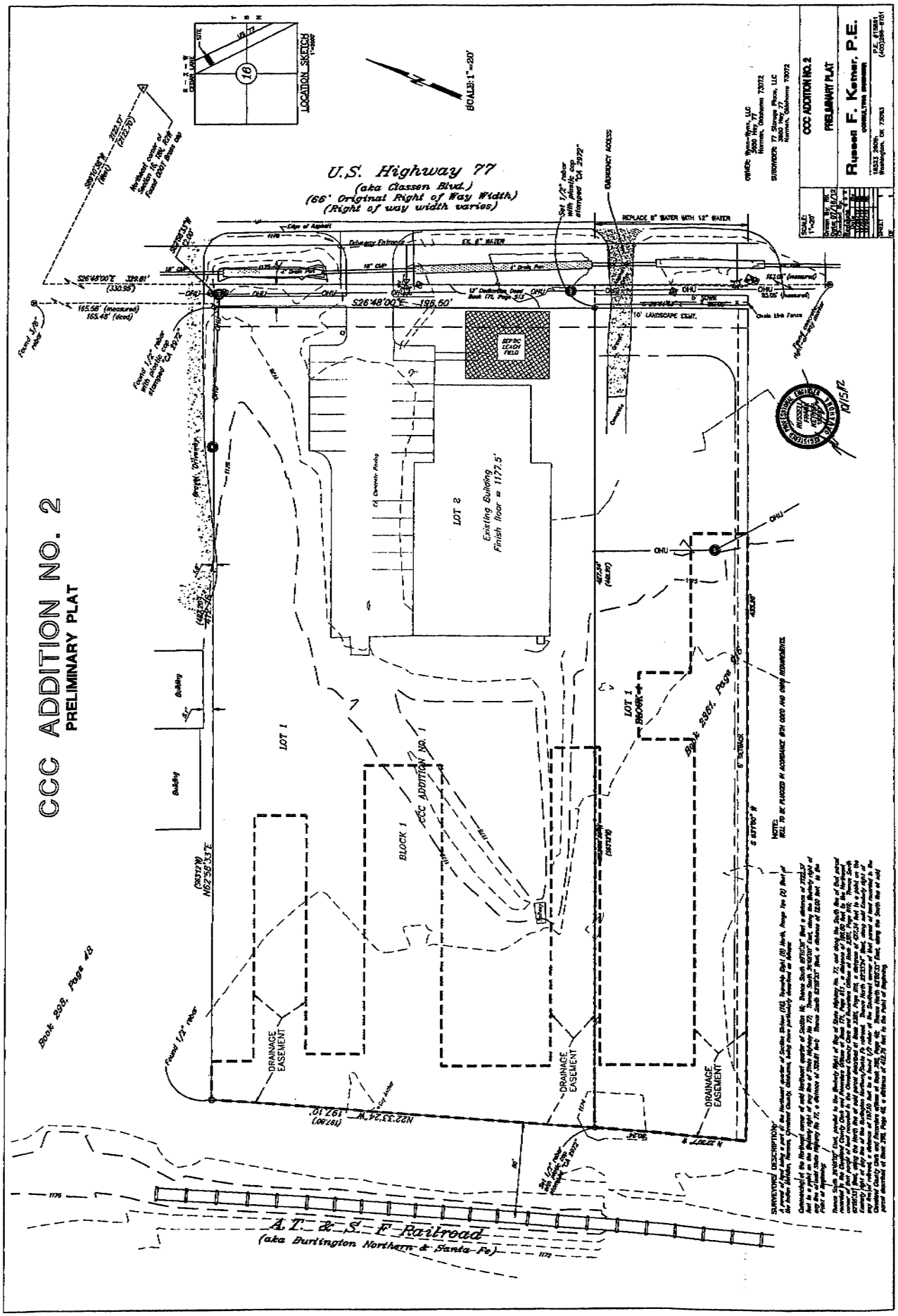
October 8, 2012

0 200 400 Ft.

Subject Tract

Zoning

35-2


CCC ADDITION NO. 2
PRELIMINARY PLAT
U.S. Highway 77
(aka Classen Blvd.)
(66' Original Right of Way Width)
(Right of way width varies)
LOCATION SKETCH
SCALE: 1"=20'
LOT 1
LOT 2
BLOCK 1
CCC ADDITION NO. 1
Existing Building
Finish floor = 1177.5'
SEPTIC LEACH FIELD
DRAINAGE EASEMENT
A.T. & S. F. Railroad
(aka Burlington Northern & Santa Fe)
Book 298, Page 48
Book 2361, Page 916
CCC ADDITION NO. 2
PRELIMINARY PLAT
Russell F. Kettner, P.E.

PRELIMINARY PLAT ITEM NO. 10b

PP-1213-10

STAFF REPORT

ITEM: Consideration of a Preliminary Plat for CCC ADDITION, NO. 2.

LOCATION: 3722 Classen Boulevard.

INFORMATION:

1. Owner. 77 Storage Place, LLC.
2. Developer. 77 Storage Place, LLC.
3. Surveyor. Russell Ketner, P.E.

HISTORY:

1. December 19, 1961. Planning Commission recommended to City Council that this property be placed in A-2, Rural Agricultural District.
2. January 23, 1962. City Council adopted Ordinance No. 1339 placing this property in the A-2 zoning classification.
3. December 13, 2012. The applicant has made a request to place this property in I-1, Light Industrial District from A-2, Rural Agricultural District.

IMPROVEMENT PROGRAM:

1. Fire Hydrants. A fire hydrant will be installed in accordance with approved plans. Its location has been approved by the Fire Department.
2. Permanent Markers. Permanent markers will be installed prior to filing of the final plat.
3. Sanitary Sewers. Public sanitary sewer mains are not available. This property will be served by an existing private system which is located with the office building located north of this property. With the use of a lot line adjustment after the final platting of this property, the two properties will be combined as one lot.

4. Sidewalks. Sidewalks will be constructed adjacent to Classen Boulevard.

5. Storm Sewers. Storm sewer and appurtenant drainage structures will be installed in accordance with approved plans and City drainage standards. Storm water runoff will be conveyed to privately-maintained detention facilities within the driving lanes serving the storage units.

6. Streets. Existing paving for Classen Boulevard is existing.

7. Water Mains. There is an existing eight-inch (8") water main adjacent to Classen Boulevard. It will be replaced by a twelve-inch (12") water main.

PUBLIC DEDICATIONS:

1. Easements. All required easements will be dedicated to the City on the final plat.

2. Rights-of-Way. All street rights-of-way will be dedicated to the City on the final plat.

SUPPLEMENTAL MATERIAL: Copies of a location map, site plan and preliminary plat are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: The applicant has made a request to waive alley requirements. Adequate circulation will be provided within the property. An emergency fire access is provided by connecting an emergency drive to Classen Boulevard. The applicant will construct storage units on this property to complete the overall plan for this property and the property to the north. Staff recommends approval of the request to waive alley requirements and approval of the preliminary plat for CCC Addition No. 2.

ACTION NEEDED: Recommend approval or disapproval of the request to waive alley requirements and approval or disapproval of the preliminary plat for CCC Addition No. 2 to City Council.

ACTION TAKEN: _____

CITY OF NORMAN
Development Review Form
Transportation Impacts

DATE: October 22, 2012 **STAFF REVIEW BY:** David R. Riesland, P.E.
City Traffic Engineer

PROJECT NAME: CCC Addition Section 2 (77 Storage) **PROJECT TYPE:** Self-Storage

Owner: Geoff Wynn
Developer's Engineer: Russ Ketner Engineering
Developer's Traffic Engineer: None

SURROUNDING ENVIRONMENT (Streets, Developments)
Commercial and industrial development surrounds the project location along the west side of Classen Boulevard with low density residential directly across Classen Boulevard.

ALLOWABLE ACCESS:
Proposed access along west side of Classen Boulevard utilizing an existing driveway with internal access to self-storage just to the north of the proposed.

EXISTING STREET CHARACTERISTICS (Lanes, Speed Limits, Sight Distance, Medians)
Classen Boulevard : 5 lanes (existing) / 5 lanes (future). Speed Limit - 50 mph. No sight distance problems. No medians.

ACCESS MANAGEMENT CODE COMPLIANCE: **YES** ■ **NO** ☐

Proposed number of access points for the development is in compliance with what is allowed in the subdivision regulations.

TRIP GENERATION

Time Period	Total	In	Out
Weekday	40	20	20
A.M. Peak Hour	2	1	1
P.M. Peak Hour	4	2	2

TRANSPORTATION IMPACT STUDY REQUIRED? **YES** ☐ **NO** ■

RECOMMENDATION: **APPROVAL** ■ **DENIAL** ☐ **N/A** ☐ **STIPULATIONS** ☐

Recommendations for Approval refer only to the transportation impact and do not constitute an endorsement from City Staff.

The proposed addition will add 16,000 square feet of self-storage space along the west side of Classen Boulevard/U.S. Highway 77 immediately south of the existing 77 Storage facility. As such, this addition is expected to generate 40 trips per day and 4 PM peak hour trips. As such, the trip generation potential for this development is well below the threshold for when a traffic impact study is required. Traffic capacities on nearby arterial roadways exceed the demand for existing and proposed trips as a result of this development. No negative traffic impacts are anticipated.

The proposed addition is being constructed south of an existing self-storage development. All access will be by way of existing access to the development to the north. An emergency access will be provided along the west side of Classen Boulevard/ U.S. Highway 77 to serve the new storage units. This access will be gated for use only by emergency vehicles. Traffic impact fees of $119.42 per PM peak hour trip were previously calculated by the Links development for improvements at the Classen Boulevard intersection with Cedar Lane Road. Consequently, an impact fee of $477.68 ($119.42 per PM trip * 4 PM trips = $477.68) should be collected with the filing of the final plat.

STEVE EOFF CONST. CO.
1891 Trailview Dr.
Norman, Okla. 73072
(405) 476-2030
emailsteve@cox.net

December 4, 2012

Mr. Andy Sherrer, Chairman
Planning Commission
City of Norman
P.O. Box 370
Norman, Okla. 73070

ALLEY WAIVER
Preliminary Plat
CCC Additions No. 1 and No. 2

Dear Mr. Sherrer,

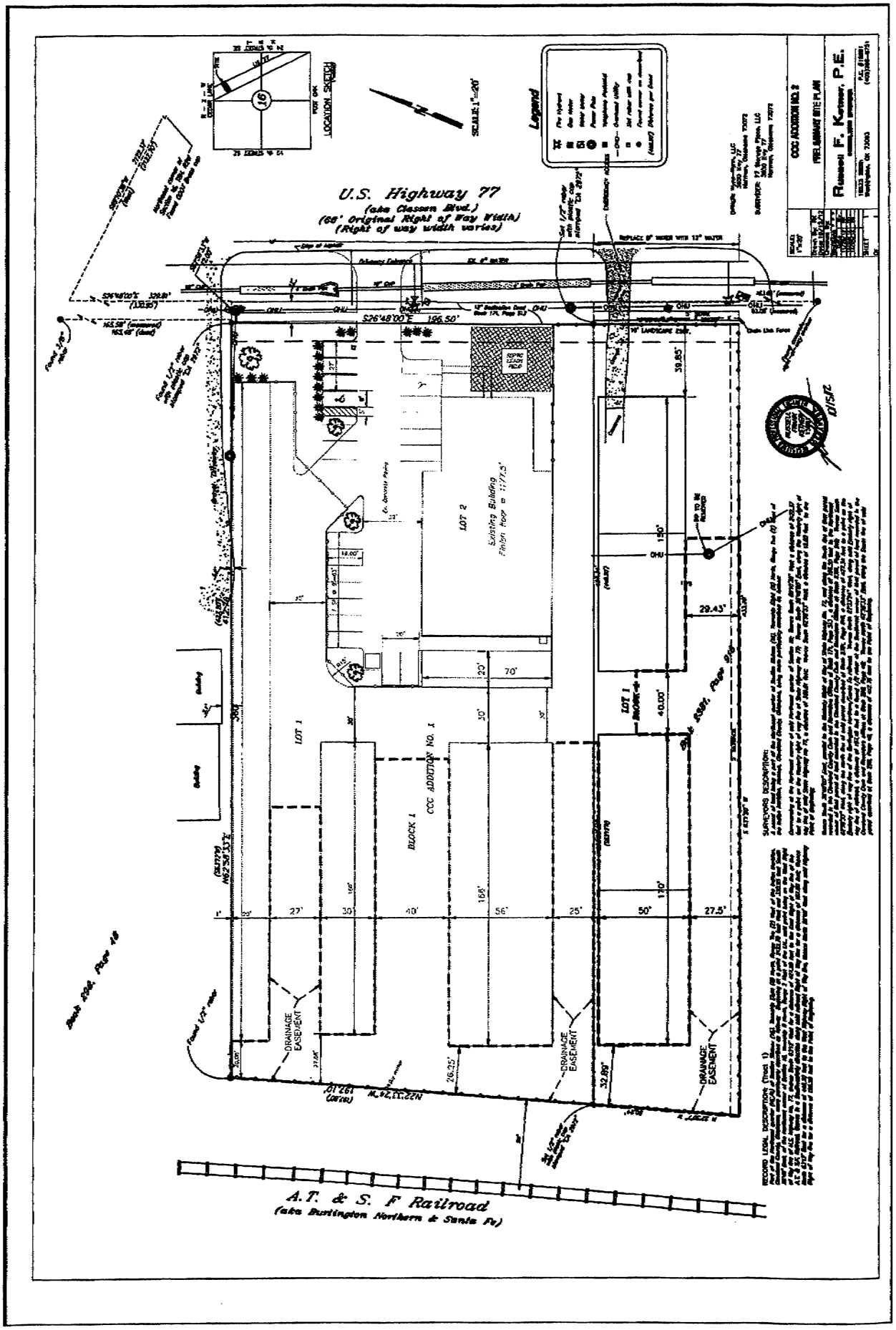
As agent for the Applicant, 77 Storage Place, LLC, and as it concerns CCC Additions No. 1 and No. 2, we respectfully request a waiver of the alley requirements for all industrial areas in accordance with Section 19-402B of the City of Norman.

The Plat has large drives that are designed adequately without the use of an alley. All access concerning utilities, sanitation, emergency, and fire protection will be provided without the use of an alley.

Please accept this request and grant the Alley Waiver.

Sincerely,

Steve Eoff Const. Co.
77 Storage Place, LLC


U.S. Highway 77
(aka Classen Blvd.)
(66' Original Right of Way Width)
(Right of way width varies)
A.T. & S. F Railroad
(aka Burlington Northern & Santa Fe)
LOCATION SKETCH
SCALE: 1"=20'
Legend
LOT 1
LOT 2
BLOCK 1
CCC ADDITION NO. 1
Existing Building
DRAINAGE EASEMENT
CCC ADDITION NO. 2
PRELIMINARY SITE PLAN
Russell F. Kettner, P.E.

City of Norman Predevelopment **November 15, 2012**

Applicant Steve Oef/77 Storage Place LLC

Location 3650 S Classen Blvd

Case Number PD 12-33

Time 5:30-6:00 PM

Attendee	Stakeholder	Address	email	phone
Steve Eoff	applicant	1891 Trailview	emailsteve@cox.net	476-2030
Rosa Lewis	Neighbor	3622 S Classen		219-9491
Bill ?	Neighbor's friend			
Bobby Stevens	Applicant's friend			408-4119
Susan Atkinson	Facilitator City staff			366-5392
Leah Messner	City Staff			217-7748
Terry Floyd	City Staff			366-5446
Ken Danner	City staff			366-5459

Application Summary. The applicant is seeking a preliminary plat and to rezone a .85-acre parcel to I-1. The parcel is currently zoned A-2. The *Norman 2025 Land Use and Transportation Plan* designation for the parcel is Industrial.

Applicant's Opportunity. The applicants are seeking to build a small self-storage complex to be located beside and behind the existing Active-Ice Inc office/warehouse building at 3650-3722 Highway 77. A small house will be moved off the site by Harris House Movers.

77 Storage Place will include 7 buildings, using the existing Active Ice office as the rental office. The existing driveway will be shared for both uses. The rear of the property is bordered by the BNSF tracks. The storage facility will have a small frontage on Hwy 77 with a 10-foot landscape buffer behind the sidewalk. Business hours will be daylight hours only, closing at dark, with longer hours in the summer months when the days are longer. Security would include an electronic key-pad gate system and 10 remote cameras.

Neighbors' Concerns. One adjacent property owner and two of her friends attended the meeting to express her concerns regarding possible runoff from this development.

> **Applicant's Response.** Applicant has discussed this concern with the neighbor several times. The building design and site engineering has been intentional to direct water to the rear property line and away from the neighbor who is north of the subject site. Stormwater runoff will flow southward along the railroad right-of-way.

Traffic. Neighbor also expressed concern about the storage facility generating additional traffic on Highway 77, explaining that peak hour traffic makes turning movements difficult already.

> **Applicant's Response.** Applicant stated that storage facilities tend to be very low traffic generators. He added that their busiest times tended to be after work and on weekends and holidays but even that would not generate a steady flow of traffic.

Pre-Development Case No._____ **Greenbelt Case No._____**

Date: 10-8-12

NORMAN GREENBELT ENHANCEMENT STATEMENT

The Norman City Council established the Norman Greenbelt Commission and charged the group with reviewing proposed developments in order to increase the preservation of beneficial green spaces and to identify trail system opportunities in new developments where appropriate. This Greenbelt Enhancement Statement was developed to aid the Commission in assessing new developments to insure that green space and trail opportunities are included, whenever possible.

As part of your application and submittal for a Pre-Development Meeting, the City of Norman ordinances require that you complete this Greenbelt Enhancement Statement to address the Greenbelt Commission's review and leave it with City of Norman staff at the same time you submit the required information for a Pre-Development Meeting.

Attached are copies of the three (3) applicable sections of the adopted Greenbelt Ordinance, Sections 4-2023A, 4-2026 and 4-2028, these guidelines will be your reference while completing this Enhancement Statement, please see pages 4-8.

At the time you submit your application for a Pre-Development Meeting, you will be provided with the date of the Pre-Development Meeting and the date of the next Greenbelt Commission Meeting. You are urged to attend the Greenbelt Commission Meeting where you will be given an opportunity to present information, discuss your proposed development, and to answer questions the Greenbelt Commission might have regarding your submittal. Based upon the review and discussion at the Greenbelt Commission Meeting, the Greenbelt Commission will make comments and recommendations about your proposal. Those comments and recommendations will be recorded and provided to you after the meeting minutes have been prepared. The comments and recommendations will also be forwarded to the Planning Commission and City Council as part of their agenda packets whenever you make an application to them for consideration of your proposed development. Should you have any questions about this process or any of the below questions, please feel free to contact the City of Norman Greenbelt Commission staff at 405-366-5322.

Greenbelt Enhancement Statement for Proposed Developments

Applicant Name: MM Storage Place, LLC Date: 10-8-12

Contact Person: Steve Koff Telephone/Fax/Email: 405-476-2030 <emailsteve@cox.net>

Name of Development MM Storage Place Self-Storage Area (Acres) ~~[illegible]~~ .85 acres

General Location 3722 S. Classen Blvd., Norman, OK 73071

Type of Development (please check) Residential____ Commercial____ Industrial ✓ Other____

B35-11 18, 2011

1. Briefly explain the kind of development, types of buildings/uses, or character of your proposal.

   Self Storage Complex

2. Does your proposed development or project incorporate open space(s)?
   Yes ✓ No ___ 10' Landscape easement on the front.

   Please check what type(s) of open space is proposed within your development:

Park:	____ Yes	____ No	____ Public	____ Private
Open Space:	____ Yes	____ No	____ Public	____ Private
Detention Pond:	____ Yes	____ No	____ Public	____ Private
Parking Lot Landscape:	✓ Yes	____ No	____ Public	✓ Private
Floodplain/Creek:	____ Yes	____ No	____ Public	____ Private

   Other 10' Landscape easement on the front.

   If the above noted areas are accessible via some other arrangement please explain.

3. Does the open space for this development include some kind of trail or path that meets the definitions contained in 4-2023A of the attached guidelines? (Indicate all that are applicable.)

Public Sidewalks (4-5' wide)	✓ Yes	____ No
Natural Trails (compacted earth 8-10' wide)	____ Yes	✓ No
Parkway Trails (durable surface 6-8' wide)	____ Yes	✓ No
Neighborhood Trails (durable or paved, 6-10' wide)	____ Yes	✓ No
Community Wide Trails (paved, 10-12' wide)	____ Yes	✓ No
Specialized Trails (equestrian, water, etc)	____ Yes	✓ No

   Other_____

4. Identify schools, recreational areas (parks, playgrounds), commercial sites, or other public open spaces within ½ mile of your proposed development. (If there are no such areas within the ½ mile radius please state such and skip question 5.) None

5. Projects in close proximity to schools, recreational areas (parks, playgrounds), commercial sites, and residential neighborhoods should, ideally, allow connection points promoting non-motorized transportation between key areas. Please describe how the proposed development plan accommodates those using alternative transportation, such as walkers and bicyclists? Examples include sidewalks connecting key areas, designated bike paths, and bike parking. (If there is no such connectivity please state such.)

   None

6. Please check, from the following (or make a list), the geographical and/or environmental factors in your development that might offer opportunities for greenbelts and trails, per the attached guidelines.

Storm water channels _____
Detention ponds _____
Floodplains_____
Stream bank/Riparian corridors_____
Utility Easements_____
Abandoned/Active RR corridors_____
Other_____

N/A

How will your development incorporate those elements noted into greenbelts and trails?

N/A

7. If, after reviewing the above questions, you feel like your proposed development or project has no opportunities to add to nor detract from the City of Norman Greenbelt System, please explain briefly below. (Any comments you feel will help the Commission understand your intent to develop the area.)

Site Plan has 10' Landscape area at the front and a small amount of Parking lot Landscape areas.

Signature of Applicant or Contact Person: Steve Eddy

GREENBELT COMMISSION COMMENTS AND SUGGESTIONS ABOUT PROPOSED DEVELOPMENT AS SUBMITTED FOR PLANNING COMMISSION AND CITY COUNCIL CONSIDERATION (MAY ATTACH AS SEPARATE SHEET):

VOTE BY COMMISSION: _____

GBC 12-29

Applicant: 77 Storage Place, LLC
Location: Approximately 550 feet south of the Intersection of Classen Blvd. and Cedar Lane (3722 S Classen Blvd.)
Proposal: Preliminary Plat and Rezoning

Greenbelt Commission Final Comments - GBC 12-29
Meeting of October 15, 2012

The Greenbelt Commission approved the application unanimously with no additional comments or references to the Greenbelt Ordinance criteria.

NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES

NOVEMBER 8, 2012

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 8th day of November 2012. Notice and agenda of the meeting were posted at the Norman Municipal Building and online at http://www.normanok.gov/content/boards-commissions at least twenty-four hours prior to the beginning of the meeting.

Chairman Andy Sherrer called the meeting to order at 6:30 p.m.

* * *

Item No. 1, being:
ROLL CALL

MEMBERS PRESENT	Dave Boeck Jim Gasaway Cindy Gordon Diana Hartley Tom Knotts Roberta Pailes Chris Lewis Andy Sherrer
MEMBERS ABSENT	Curtis McCarty

A quorum was present.

STAFF MEMBERS PRESENT	Susan Connors, Director, Planning & Community Development Jane Hudson, Principal Planner Janay Greenlee, Planner II Ken Danner, Subdivision Development Manager Roné Tromble, Recording Secretary Leah Messner, Asst. City Attorney Larry Knapp, GIS Analyst II Terry Floyd, Development Coordinator

* * *

Item No. 15, being:
CONSIDERATION OF A REQUEST SUBMITTED BY 77 STORAGE PLACE, L.L.C.

15A. ORDINANCE NO. O-1213-19 – 77 STORAGE PLACE, L.L.C. REQUESTS REZONING FROM A-2, RURAL AGRICULTURAL DISTRICT, TO I-1, LIGHT INDUSTRIAL DISTRICT, FOR PROPERTY LOCATED AT 3722 CLASSEN BOULEVARD.

15B. PP-1213-10 – CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY 77 STORAGE PLACE, L.L.C. (RUSSELL F. KETNER, P.E.) FOR CCC ADDITION SECTION 2 FOR PROPERTY LOCATED AT 3722 CLASSEN BOULEVARD.

ITEMS SUBMITTED FOR THE RECORD:
1. Postponement Memo

Chairman Sherrer noted that staff has requested that this item be postponed until the December meeting.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:
Chris Lewis moved to postpone action on Ordinance No. O-1213-19 and Preliminary Plat PP-1213-10 until the December 13, 2012 Planning Commission meeting. Diana Hartley seconded the motion.

There being no further discussion, a vote on the motion was taken with the following result:

YEAS	Dave Boeck, Jim Gasaway, Cindy Gordon, Diana Hartley, Tom Knotts, Roberta Pailes, Chris Lewis, Andy Sherrer
NAYES	None
ABSENT	Curtis McCarty

Ms. Tromble announced that the motion, to postpone action on Ordinance No. O-1213-19 and Preliminary Plat PP-1213-10 until the December 13, 2012 meeting, passed by a vote of 8-0.

* * *

office memorandum

Date: November 1, 2012

To: Chairman and Members
Norman Planning Commission

From: Jane Hudson, Principal Planner
Ken Danner, Subdvision Development Manager

Subject: Planning Commission Agenda Items – 15a and 15b
November 8, 2012

A scheduled Pre-development meeting was conducted on October 25, 2012. The applicant was unable to attend the meeting and represent his proposal. As a result, the proposed development will be resubmitted to the November 15, 2012 Pre-development meeting. Staff is recommending postponement of Item 15a, Ordinance No. O-1213-19 and Item 15b, the preliminary plat for CCC Addition, Section 2, until the December 13, 2012 Planning Commission Meeting.

cc: Shawn O'Leary, Director of Public Works
Susan Connors, Director of Planning and Community Development

NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES

DECEMBER 13, 2012

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 13th day of December 2012. Notice and agenda of the meeting were posted at the Norman Municipal Building and online at http://www.normanok.gov/content/boards-commissions at least twenty-four hours prior to the beginning of the meeting.

Chairman Andy Sherrer called the meeting to order at 6:30 p.m.

* * *

Item No. 1, being:
ROLL CALL

MEMBERS PRESENT	Dave Boeck Tom Knotts Curtis McCarty Cindy Gordon Jim Gasaway Sandy Bahan Chris Lewis Andy Sherrer
MEMBERS ABSENT	Roberta Pailes

A quorum was present.

STAFF MEMBERS PRESENT	Susan Connors, Director, Planning & Community Development Jane Hudson, Principal Planner Janay Greenlee, Planner II Ken Danner, Subdivision Development Manager Roné Tromble, Recording Secretary Leah Messner, Asst. City Attorney Larry Knapp, GIS Analyst II Terry Floyd, Development Coordinator Scott Sturtz, City Engineer

* * *

Chairman Sherrer recognized Sandy Bahan, new member of the Planning Commission, and recognized Diana Hartley for her service on the Commission from November 2009 through December 2012.

* * *

Item No. 10, being:
CONSIDERATION OF A REQUEST SUBMITTED BY 77 STORAGE PLACE, L.L.C.

10A. ORDINANCE NO. O-1213-19 – 77 STORAGE PLACE, L.L.C. REQUESTS REZONING FROM A-2, RURAL AGRICULTURAL DISTRICT, TO I-1, LIGHT INDUSTRIAL DISTRICT, FOR PROPERTY LOCATED AT 3722 CLASSEN BOULEVARD.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Staff Report

10B. PP-1213-10 – CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY 77 STORAGE PLACE, L.L.C. (RUSSELL F. KETNER, P.E.) FOR CCC ADDITION SECTION 2 FOR PROPERTY LOCATED AT 3722 CLASSEN BOULEVARD.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Preliminary Plat
3. Staff Report
4. Transportation Impacts
5. Request for Alley Waiver
6. Preliminary Site Plan
7. Pre-Development Meeting Summary
8. Greenbelt Commission Comments
9. Greenbelt Enhancement Statement
10. November 8, 2012 Planning Commission Minutes

PRESENTATION BY STAFF:
Ms. Hudson reported that this is a rezoning request from A-2 to I-1. The existing zoning in the area is I-1 surrounding this tract. The existing land use consists of industrial and some single-family scattered throughout the area. There is a railroad track at the rear of the property. There is a building on the site to the north that the applicant owns. They are going to combine the two sites and would like to construct a mini-storage. There was one protest submitted which comprised 3.7% of the notification area. Staff supports this request for rezoning. The applicant is present to make a presentation or answer any questions.

PRESENTATION BY THE APPLICANT:
Steve Eoff, 1891 Trailview Drive, representing the applicant, was available to answer question.

COMMENTS FROM THE AUDIENCE:
None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:
Chris Lewis moved to recommend approval of Ordinance No. O-1213-19 and Preliminary Plat PP-1213-10 for CCC ADDITION SECTION 2 to the City Council. Dave Boeck seconded the motion.

There being no further discussion, a vote on the motion was taken with the following result:

YEAS	Dave Boeck, Tom Knotts, Curtis McCarty, Cindy Gordon, Jim Gasaway, Sandy Bahan, Chris Lewis, Andy Sherrer
NAYES	None
ABSENT	Roberta Pailes

Ms. Tromble announced that the motion, to recommend approval of Ordinance No. O-1213-19 and Preliminary Plat PP-1213-10 for CCC ADDITION SECTION 2 to the City Council, passed by a vote of 8-0.

* * *

City of Norman, OK

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

Master

File Number: O-1213-21

File ID:	O-1213-21	**Type:**	Zoning Ordinance	**Status:**	Non-Consent Items
Version:	1	**Reference:**	Item No. 36	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	10/15/2012
File Name:	O-1213-21 Franklin Baptist Church Alley Closure			**Final Action:**	

Title: ORDINANCE NO. O-1213-21 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A PART OF A TWENTY (20) FOOT RIGHT-OF-WAY (ALLEY) LOCATED IN BLOCK FIVE (5) OF FRANKLIN ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Notes: ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1213-21 upon Second Reading section by section.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1213-21 upon Final Reading as a whole.

ACTION TAKEN: _____

Agenda Date: 01/22/2013

Agenda Number: 36

Attachments: Text File O-1213-21 Final Reading, O-1213-21 Franklin Baptist Alley Closure, Franklin Baptist Alley Location Map, Memo from Clerk Franklin Addition, Franklin - Request to Close, PLAT_Franklin, Oklahoma (Unincorporated Town) cleanup copy with church shown, Radius Map Alley Closure Franklin Addition, Letter from ONG Alley Closure Franklin Addition, Drawing.pdf, Franklin Alley Staff Rpt, 12-13-12 PC Minutes - Franklin Baptist Alley

Project Manager: Ken Danner, Subdivison Manager

Entered by: rone.tromble@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

1	Planning Commission	12/13/2012	Recommended for Adoption at a subsequent City Council Meeting	City Council	01/08/2013	
	Action Text:	Recommended for Adoption at a subsequent City Council Meeting to the City Council due back on 1/8/2013				
1	Planning Commission	12/13/2012	Recommended for Adoption at a subsequent City Council Meeting	City Council	01/08/2013	Pass
	Action Text:	A motion was made by Commissioner Gasaway, seconded by Commissioner Lewis, that this Zoning Ordinance be Recommended for Adoption at a subsequent City Council Meeting to the City Council, due back on 1/8/2013. The motion carried by the following vote:				
1	City Council	01/08/2013	Introduced and adopted on First Reading by title only			Pass
	Action Text:	That this Zoning Ordinance be Introduced and adopted on First Reading by title only. by consent roll call				

Text of Legislative File O-1213-21

Body

BACKGROUND: Franklin Addition was filed of record March 9, 1908 as a residential subdivision in Cleveland County. The property is located north of Franklin Road and east of 72nd Avenue N.E. Franklin Baptist Church is currently located on the property. Within Block 5, a twenty foot (20') right-of-way (alley) was dedicated in 1908 for utilities and alley purposes to serve the properties. The alley was never constructed nor was the right-of-way ever used for public utility purposes. This property was annexed into the Norman city limits in 1961.

On May 21, 1984, District Court action vacated the twenty foot (20') right-of-way (alley) located west of this request, or, more specifically, that portion of right-of-way (alley) lying between Lots 1 through 8 and 33 through 40 in Block 5.

DISCUSSION: Franklin Baptist Church is requesting partial closure of the right-of-way (alley) for Lots 9 through 13 fronting what is now Franklin Court and the west twenty-two feet (22') of Lot 29 and all of Lots 30 through 32 located north of the twenty foot (20') right-of-way (alley) within Block 5. Planning Commission, at its meeting of December 13, 2012, by a vote of 8-0, recommended to City Council that the partial closure of the twenty foot right-of-way (alley) be approved. The City did not receive any letters of protest. There was no opposition at the meeting. It was discovered that the request did not include Lot 13, Block 5, owned by the church. It was allowed to be included at the Planning Commission meeting because the radius map with the adjustment would not include any new properties and additional property owners would not be required to be notified as a result of including the lot.

If approved, the church will not have to meet rear setback requirements for their proposed classrooms. The remaining alley right-of-way east of this property is currently undeveloped. The property owner adjacent to that portion of the alley right-of-way may come forward in the future with additional requests for closure.

RECOMMENDATION: Based on the fact the public utility companies and City of Norman have not and do not plan to use the public right-of-way (alley), Staff recommends approval of the request for partial closure of a twenty foot (20') right-of-way (alley) located north of Lots 9 through 13 and the same twenty foot (20') right-of-way (alley) located south of the west twenty-two feet (22') of Lot 29 and all of Lots 30 through 32, Block 5, of the Franklin Addition of Norman. Also, Staff does not object to the potential vacation of that portion of right-of-way being requested to be closed.

O-1213-21

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A PART OF A TWENTY (20) FOOT RIGHT-OF-WAY (ALLEY) LOCATED IN BLOCK FIVE (5) OF FRANKLIN ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That, pursuant to Resolution Number R-8182-66, Franklin Baptist Church, owners of the subject property, have petitioned the City to have part of a twenty foot (20') right-of-way (alley) within Block 5, FRANKLIN ADDITION closed; and,

§ 2. That, also pursuant to Resolution Number R-8182-66, the proper notice has been given, and the maps, memorandums and other items required by said Resolution have been presented to this Council; and

§ 3. That, also pursuant to Resolution Number R-8182-66, a public hearing has been held regarding said closing; and

§ 4. That, the twenty foot (20') right-of-way (alley) between Lots 9, 10, 11, 12, and 13 and the west 22' of Lot 29, and all of Lots 30, 31, and 32, Block 5, ORIGINAL TOWN OF NORMAN, is hereby closed.

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

ADOPTED this _____ day of

_____, 2013.

_____

(Mayor)

ATTEST:

_____

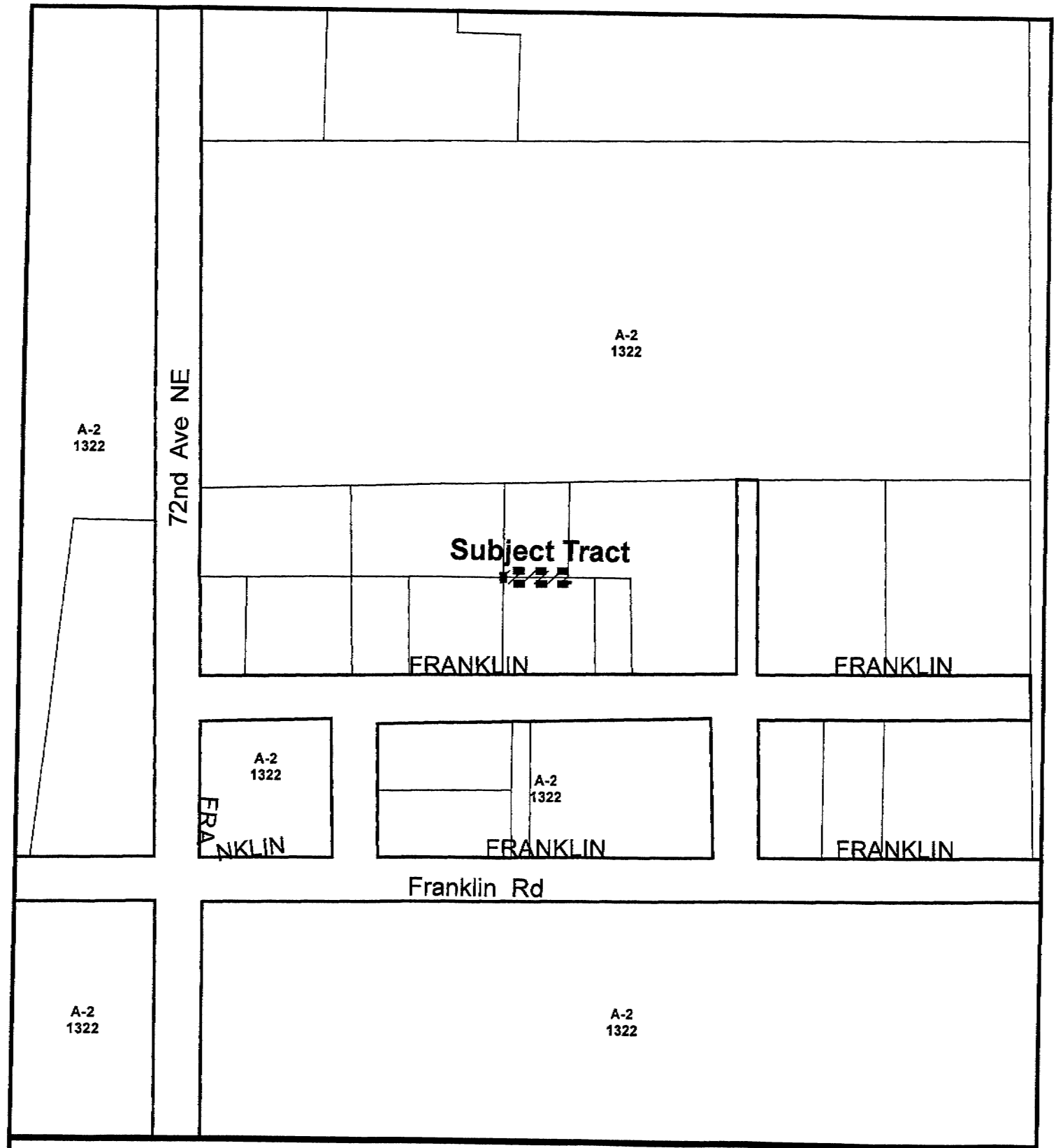
(City Clerk)

NOT ADOPTED this _____day of

_____, 2013.

_____

(Mayor)



Location Map

Map Produced by the City of Norman
Geographic Information System.
(405) 366-5316
The City of Norman assumes no
responsibility for errors or omissions
in the information presented.

N
W E
S

November 19, 2012

0 100 200 Ft.

Subject Tract

Zoning

office memorandum

DATE: September 19, 2012

TO: Jeff Bryant, City Attorney
Jane Hudson, Current Planning Manager
Ken Danner, Subdivision Manager
Ken Komiske, Director of Utilities

FROM: Brenda Hall, City Clerk BH

SUBJECT: Request to Close Alley Easement

I am in receipt of a request to close a utility easement/right-of-way in the portion of the 20 foot alley easement located between Lots 9, 10, 11, and 12, and Lots 29, 30, 31, and 32, Block 5, Franklin Addition. Franklin Baptist Church is the owner of all of the land on both sides of the easement. The application fee has been paid.

In accordance with Resolution No. R-8182-66, I am forwarding the request; location map; radius map; and certified ownership list to your office and requesting that your office send notice to the furnished list of property owners and have the necessary ordinance prepared. If further action is needed from my office, please notify me.

BH:smr
attachments

FELLERS SNIDER
ATTORNEYS AND COUNSELLORS AT LAW
FELLERS SNIDER BLANKENSHIP BAILEY & TIPPENS, P.C.

OKLAHOMA CITY ■ TULSA

R. Blaine Nice
Of Counsel

DIRECT: (405) 232-0621
BNice@FellersSnider.com

September 18, 2012

FILED IN THE OFFICE
OF THE CITY CLERK
ON 9-19-12

Ms. Brenda Hall
City Clerk
City of Norman
201 West Gray St.
P.O. Box 370
Norman, OK 73070

Re: *Petition to Close Easement/Right-of-Way in Franklin Addition*

Dear Ms. Hall:

1. The undersigned Applicant, Franklin Baptist Church is the owner of all of the land on both sides of the easement, described below, which are proposed for closing.

2. It is of the best interest of both the undersigned and the City of Norman to release, close, and subsequently vacate the right to reopen in District Court the following described easement:

> That portion of the 20-foot right-of-way (alley) located between Lots 9, 10, 11, and 12 and Lots 29, 30, 31 and 32 in Block 5 of Franklin Addition to Norman, Cleveland County, Oklahoma, according to the recorded plat thereof (hereinafter referred to as the "subject property").

3. If there are any utility lines or facilities in, on, under, or over any part(s) of the subject property, Applicant will cause same to be respected and protected as required by law.

4. Copies of the Ownership List, certified by a bonded abstractor, reflecting all owners of record, according to County Treasurer records, of a property within 300 feet in any direction of the above-described subject property are submitted herewith. A map which is attached to each copy of said Ownership List shows the location of the ownership lines for each owner of record whose name appears on the Ownership List.

100 NORTH BROADWAY, SUITE 1700
OKLAHOMA CITY, OKLAHOMA 73102-8820
www.fellerssnider.com
TELEPHONE 405.232.0621 ■ FAX 405.232.9659

5. Enclosed is a check for the required filing fee of $400.00.

6. Action by the Board of County Commissioners of Cleveland County is not necessary.

7. The undersigned will pay the cost of newspaper publication of the required notice.

Wherefore, pursuant to Resolution 8182-66, as amended, of the City of Norman, the undersigned Applicant requests official closing of the above-described subject property by enactment of an ordinance by the City Council of the City of Norman.

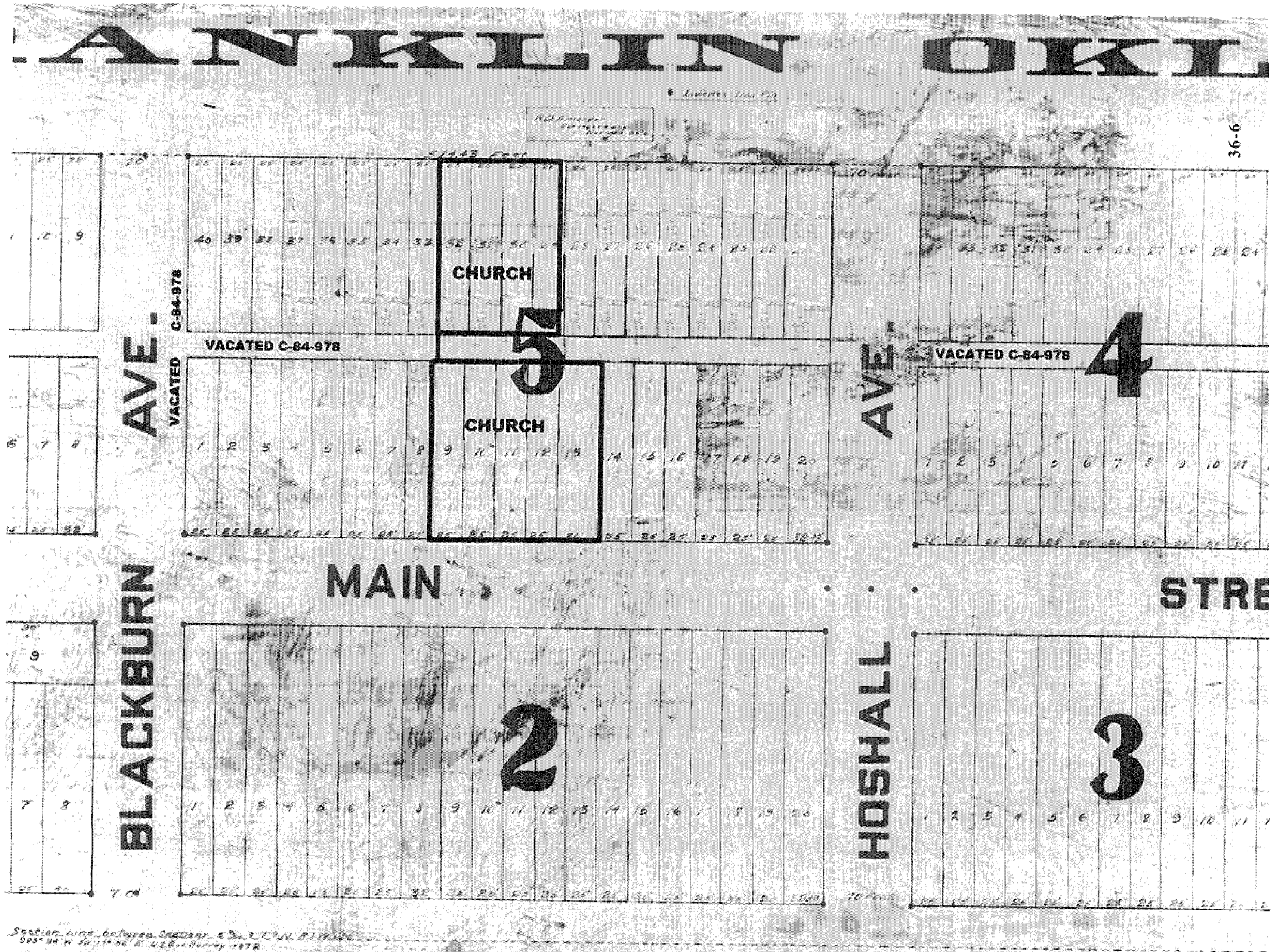
Applicant, Franklin Baptist Church

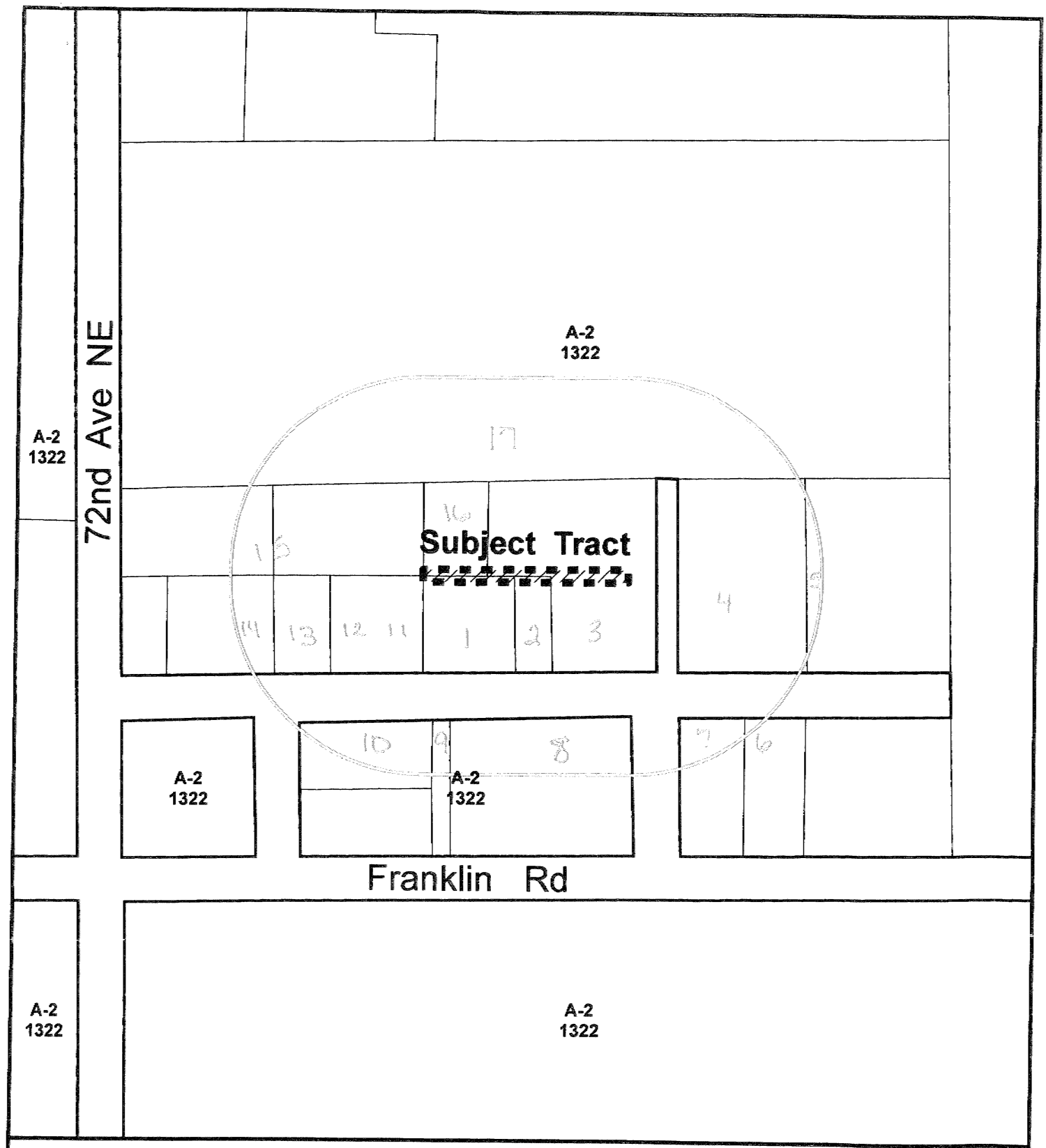
R. Blaine Nice

R. Blaine Nice, Attorney/Agent

RBN:MB
Enclosures

62618-602940_v1


ANKLIN OKL
36-6
CHURCH
CHURCH
VACATED C-84-978
VACATED C-84-978
VACATED C-84-978
AVE.
AVE.
MAIN
STRE
BLACKBURN
HOSHALL
5
4
2
3



Radius Map

Map Produced by the City of Norman
Geographic Information System.
(405) 366-5316
The City of Norman assumes no
responsibility for errors or omissions
in the information presented.

N
W E
S

0 100 200 Feet

August 21, 2012

Subject Tract
Radius
Parcels
Notification Area

September 27th, 2012

OKLAHOMA NATURAL GAS
A DIVISION OF ONEOK

Attn: Brenda Hall, City Clerk
Jeff Bryant, City Attorney
Doug Koscinski, Current Planning Manager
Ken Danner, Development Coordinator
Ken Komiske, Director of Utilities

Dear Ms Hall,

REQUEST TO PARTIALLY CLOSE A UTILITY EASEMENT/RIGHT-OF-WAY RUNNING EAST-WEST BETWEEN LOTS 9, 10, 11 AND 12 AND 29, 30, 31 AND 32, BLOCK 5, FRANKLIN ADDITION, NORMAN, CLEVELAND COUNTY, OKLAHOMA.

The request for closure of a tract of land being a twenty foot right-of way (alley) located between Lots 9, 10, 11 and 12 and Lots 29, 30, 31 and 32 in Block Five (5) of the Franklin Addition to Norman, Cleveland County, Oklahoma, according to the recorded plat thereof in the records of the County Clerk, Cleveland County, Oklahoma, and being referred to as "Subject Tract' the Applicant seeks to close.

Oklahoma Natural Gas does object to the request to close the Alley Right-of Way easement located in Block 5, Franklin Addition, Norman, Oklahoma.

Because of this, if any maintenance needs to be done to our main and or service lines and it becomes inaccessible, all cost associated will be incurred by the property owner. Should any of our facilities be damaged as a result of your installation, you and/or your contractor will be liable for any cost for repairs. These costs could include a cost calculation for gas loss should any occur.

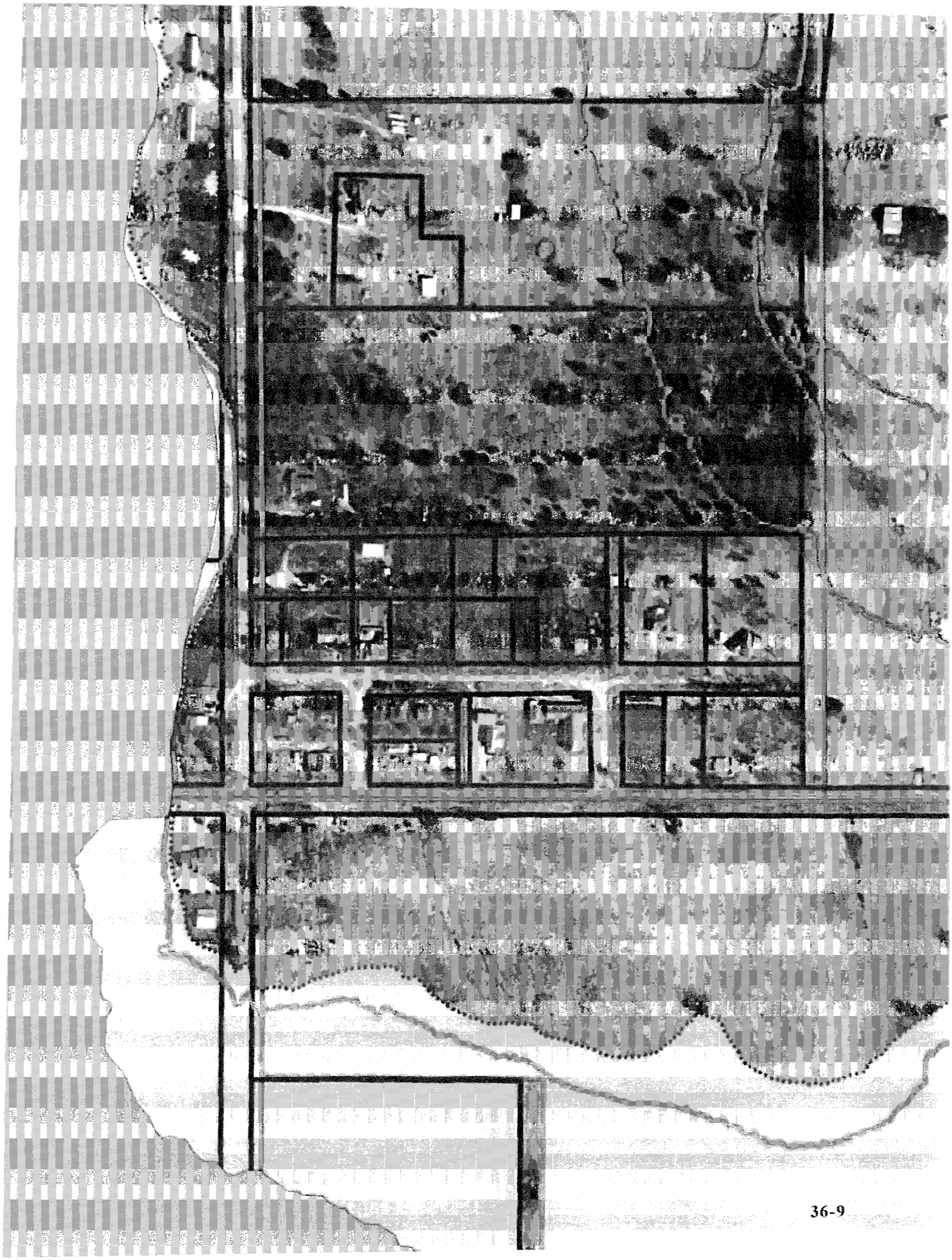
We also request that the OKIE ONE CALL SYSTEM (840-5032 OR 1-800-522-6543) be contacted a minimum of forty-eight (48) hours before any excavation.

Sincerely,

Brian Navarro
Operations Supervisor
Oklahoma Natural Gas

RECEIVED IN THE OFFICE
OF THE CITY CLERK
ON 10-2-12

625 N. Berry Road • Norman, OK 73069-7541
(405) 366-2407 • Fax (405) 366-2440
www.ong.com



ORDINANCE NO. O-1213-21 ITEM NO. 13

STAFF REPORT

GENERAL INFORMATION

APPLICANT	Franklin Baptist Church
REQUESTED ACTION	Partial closure of right-of-way (alley) running east and west between Lots 9 through 13 and west 22-feet, Lot 29 and all Lots 30 through 32 in Block 5, Franklin Addition.

BACKGROUND: Block 5 of Franklin Addition was filed of record in 1908 with a twenty-foot (20') right-of-way (alley). This particular width of right-of-way was used for alley purposes. However, alleys were never constructed within this addition. The applicant has indicated there is no longer a need of the right-of-way. There have been no utilities in the right-of-way since the plat was filed of record.

DISCUSSION: All franchised utilities were notified to assess the impact on their facilities if the right-of-way was closed; there were no objections. There are no utilities, including City owned utilities, located within the proposed closed right-of-way. In 1984, the twenty-foot (20') right-of-way to the west, including Lots 1 through 8 and Lots 33 through 40 in Block 5 of Franklin Addition, were vacated in District Court. Franklin Baptist Church is requesting Lots 9, 10, 11, and 12 and west 22-feet of Lot 29, and all of Lots 30 through 32 located on each side of the public twenty-foot (20') right-of-way within Block 5, be closed. The utility companies and City staff are not opposed to the closure of the right-of-way (alley).

RECOMMENDATION: Staff recommends approval of the request to close the twenty-foot (20') right-of-way (alley) located between Lots 9 through 12 and west 22-feet of Lot 29 and all of Lots 30 through 32, Block 5, Franklin Addition.

NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES

DECEMBER 13, 2012

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 13th day of December 2012. Notice and agenda of the meeting were posted at the Norman Municipal Building and online at http://www.normanok.gov/content/boards-commissions at least twenty-four hours prior to the beginning of the meeting.

Chairman Andy Sherrer called the meeting to order at 6:30 p.m.

* * *

Item No. 1, being:
ROLL CALL

MEMBERS PRESENT	Dave Boeck Tom Knotts Curtis McCarty Cindy Gordon Jim Gasaway Sandy Bahan Chris Lewis Andy Sherrer
MEMBERS ABSENT	Roberta Pailes

A quorum was present.

STAFF MEMBERS PRESENT	Susan Connors, Director, Planning & Community Development Jane Hudson, Principal Planner Janay Greenlee, Planner II Ken Danner, Subdivision Development Manager Roné Tromble, Recording Secretary Leah Messner, Asst. City Attorney Larry Knapp, GIS Analyst II Terry Floyd, Development Coordinator Scott Sturtz, City Engineer

* * *

Chairman Sherrer recognized Sandy Bahan, new member of the Planning Commission, and recognized Diana Hartley for her service on the Commission from November 2009 through December 2012.

* * *

Item No. 13, being:
ORDINANCE NO. O-1213-21 – FRANKLIN BAPTIST CHURCH REQUESTS CLOSURE OF THE ALLEY EASEMENT LOCATED IN BLOCK 5 OF FRANKLIN ADDITION, GENERALLY LOCATED NEAR THE NORTHEAST CORNER OF 72ND AVENUE N.E. AND FRANKLIN ROAD.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Staff Report
3. Petition to Close Easement/Right-of-Way
4. Plat

PRESENTATION BY STAFF:
Mr. Danner reported that the church also owns Lot 13, and the notification area does not change, but Lot 13 needs to be included in the legal description, so it would be Lots 9 through 13 on the south side of the right-of-way, and west 22 feet of Lot 29 and all of Lots 30 through 32 of Block 5. Franklin Addition was filed of record in 1908 and it was an urban design and they tried to incorporate it as a town, and it did not take place. The City annexed it. You have a grid system with the streets and 20' right-of-way which would typically be used for alleys. The alley or right-of-way was never developed, never built. There are no alleys located at this site. In fact the utility companies have never used that right-of-way for any of their utilities. The property to the west in this particular block has already had a vacation of the alley that went through District Court in 1984. The street that runs north and south that is known as Blackburn Avenue, on the north side of what is shown as Main Street is also closed and vacated, and the alley right-of-way in Block 6 has been vacated in District Court. The church owns both sides of this right-of-way and would like to utilize the property and it also affects their setback requirements. They are requesting the closure and will then go to District Court for vacation of the right-of-way. The judge will then determine where the land, and it typically will go on each side to the property owners. Staff is recommending approval. We have had no objections from the utility companies.

PRESENTATION BY THE APPLICANT:
Blaine Nice, 100 N. Broadway, Oklahoma City, representing the applicant – Nobody realizes there's an alley out there. It has never been used as such. The applicant joins in the amendment to include Lot 13. They're not going to build on Lot 13 and I did not include it in the original request, but that will clean that up a little bit. In fact, I tried to contact some of the other owners out there to try to vacate the entire alley to clean it up, because a portion of it had been vacated previously, and it would be nice to get the whole thing cleaned up at one time. I was not able to contact them, and the church is anxious to move forward on their building project, so we couldn't wait any longer. I would ask that you recommend approval.

AUDIENCE PARTICIPATION:
None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:
Jim Gasaway moved to recommend adoption of Ordinance No. O-1213-21, with the addition of Lot 13, to the City Council. Chris Lewis seconded the motion.

There being no further discussion, a vote on the motion was taken with the following result:

YEAS	Dave Boeck, Tom Knotts, Curtis McCarty, Cindy Gordon, Jim Gasaway, Sandy Bahan, Chris Lewis, Andy Sherrer
NAYES	None
ABSENT	Roberta Pailes

Ms. Tromble announced that the motion, to recommend approval of Ordinance No. O-1213-21 to City Council, passed by a vote of 8-0.

* * *

City of Norman, OK

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

Master

File Number: R-1213-75

File ID:	R-1213-75	**Type:**	Resolution	**Status:**	Non-Consent Items
Version:	1	**Reference:**	Item No. 37	**In Control:**	City Council
Department:	Planning & Community Development	**Cost:**		**File Created:**	11/14/2012
File Name:	Dollar General Porter 2025			**Final Action:**	

Title: RESOLUTION NO. R-1213-75: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN, LAND USE PLAN AMENDMENT NO. LUP-1213-6, SO AS TO PLACE LOT 2, BLOCK 2, WOODCREST ESTATES PLAZA ADDITION, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE COMMERCIAL DESIGNATION AND REMOVE THE SAME FROM THE HIGH DENSITY RESIDENTIAL DESIGNATION. (LOCATED AT THE NORTHEAST CORNER OF PORTER AVENUE AND WOODCREST DRIVE)

Notes: ACTION NEEDED: Motion to adopt or reject Resolution No. R-1213-75, Land Use Plan Amendment No. LUP-1213-6; and, if adopted, amend the NORMAN 2025 Land Use and Transportation Plan according thereto.

ACTION TAKEN: _____

Agenda Date: 01/22/2013

Agenda Number: 37

Attachments: Text R-1213-75, R-1213-75 Dollar General Woodcrest, Dollar General Location Map, Dollar General 2025 Staff Rpt, PD-12-31 Dollar General Woodcrest Porter, 12-13-12 PC Minutes - Porter Dollar General

Project Manager: Jane Hudson, Principal Planner

Entered by: rone.tromble@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Commission	12/13/2012	Recommended for Adoption at a subsequent City Council Meeting	City Council	01/22/2013		Pass

Action Text: A motion was made by Commissioner Lewis, seconded by Commissioner Boeck, that this Resolution be Recommended for Adoption at a subsequent City Council Meeting to the City Council , due back on 1/22/2013. The motion carried by the following vote:

Text of Legislative File R-1213-75

Body

BACKGROUND: The applicant is requesting a change in the NORMAN 2025 Land Use and Transportation Plan from High Density Residential to Commercial Designation. This tract of land has been zoned for multi-family use since the 1970s. The land use designation has been High Density Residential since that same time. However, this area has remained vacant. The surrounding areas have developed with single-family residential densities to the north, east and west. The applicant sees this area as an opportunity for additional commercial development as there has been a large amount of residential development in this area in recent years.

To the south of this proposal, at the northeast corner of Porter Avenue and Rock Creek Road, there is an area zoned C-2, General Commercial District. This area has been zoned as such since the mid-seventies and has remained partially undeveloped. Located on the developed area at that corner there is a gas station/convenience store. This gas station/convenience store is open twenty-four hours a day, seven days a week. The uses permitted in C-2, General Commercial District could consist of any use permitted in C-1, Local Commercial District any Special Use permitted in C-1, Local Commercial District (except mixed buildings), automobile sales, machinery sales and services, public garages, bakery, carpenter and cabinet shops, a laundry and several other uses. The C-2, General Commercial zoning district is a more intense, less restrictive zoning district than that of the requested C-1, Local Commercial District. This proposed commercial development will open at eight o'clock in the morning and close by ten o'clock daily. The applicant indicated that the lights of the parking lot will be turned off by ten o'clock each night to minimize any impact on the adjacent residential properties. There is a drainage easement to the north of this proposal which will act as a buffer along the north side of the development for the residential developments from both commercial uses to the south.

ANALYSIS: The 2025 Plan identifies two criteria that must be met in order to approve requested land use designation changes from the adopted NORMAN 2025 Plan.

1. There has been a change in circumstances resulting from development of properties in the general vicinity which suggest that the proposed change will not be contrary to the public interest. There have been around nine subdivisions with approximately 1,000 lots for single-family residential use either platted or preliminary platted in the last several years. The residential growth trend in this area continues to be steady. This land has been zoned for multi-family residential use for many years and remains undeveloped. With the residential developments occurring in the vicinity, this parcel appears to not be a primary development area for residential or multi-family use. These future and existing residential developments create a market for commercial development in close proximity of the residential areas and for easy customer access to the site.

2. There is a determination that the proposed change would not result in adverse land use or adverse traffic impacts to surrounding properties or the vicinity. There is an existing thirty-foot wide drainage easement buffer, Woodcrest Creek, located adjacent to this property, along the northern boundary. This open space buffer provides a natural separation between the proposed commercial development and the existing single-family neighborhood to the north. This buffer minimizes the impacts of the commercial development on the residential development adjacent to this property. There is a multi-family development to the east of this proposal. To utilize the needed detention as well as to minimize impacts on the multi-family development to the east the developer has proposed a thirty foot on-site detention area/setback. This detention area will create a buffer along the eastern boundary of the property. To eliminate any additional traffic impacts along Porter Avenue the developer for this proposal has designed the access point for the site on Woodcrest Drive. The existing gas station/convenience store to the south of this proposal has access off Porter Avenue and Rock Creek Road, eliminating any additional traffic/drive impacts along Woodcrest Drive.

RECOMMENDATION: This proposed development can be considered a buffer for the residential area to the north from the more intense zoning in the C-2, General Commercial District area as noted above. With the residential growth in this area creating a market for commercial uses and the natural buffer of Woodcrest Creek to the north staff recommends approval for the request to amend the NORMAN 2025 Land Use and Transportation Plan designation from High Density Residential to Commercial. At their December 13, 2012 meeting, the Planning Commission, on a vote of 8-0, recommended approval of this Norman 2025 Plan amendment.

Resolution

R-1213-75
LUP-1213-6

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN, **LAND USE PLAN AMENDMENT NO. LUP-1213-6**, SO AS TO PLACE LOT 2, BLOCK 2, WOODCREST ESTATES PLAZA ADDITION, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE COMMERCIAL DESIGNATION AND REMOVE THE SAME FROM THE HIGH DENSITY RESIDENTIAL DESIGNATION FOR THE HEREINAFTER DESCRIBED PROPERTY. (LOCATED AT THE NORTHEAST CORNER OF PORTER AVENUE AND WOODCREST DRIVE)

§ 1. WHEREAS, the Council of the City of Norman recognizes citizens' concerns about the future development of Norman; and

§ 2. WHEREAS, the City Council at its meeting of December 19, 2004, reviewed and adopted the NORMAN 2025 Land Use and Transportation Plan; and

§ 3. WHEREAS, Norman DOP VII, L.L.C., has requested that the following described property be moved from the High Density Residential Designation and placed in the Commercial Designation of the NORMAN 2025 Land Use and Transportation Plan, to wit:

Lot 2, Block 2, WOODCREST ESTATES PLAZA ADDITION to the City of Norman, Cleveland County, Oklahoma.

Said tract contains 1.16 acres, more or less.

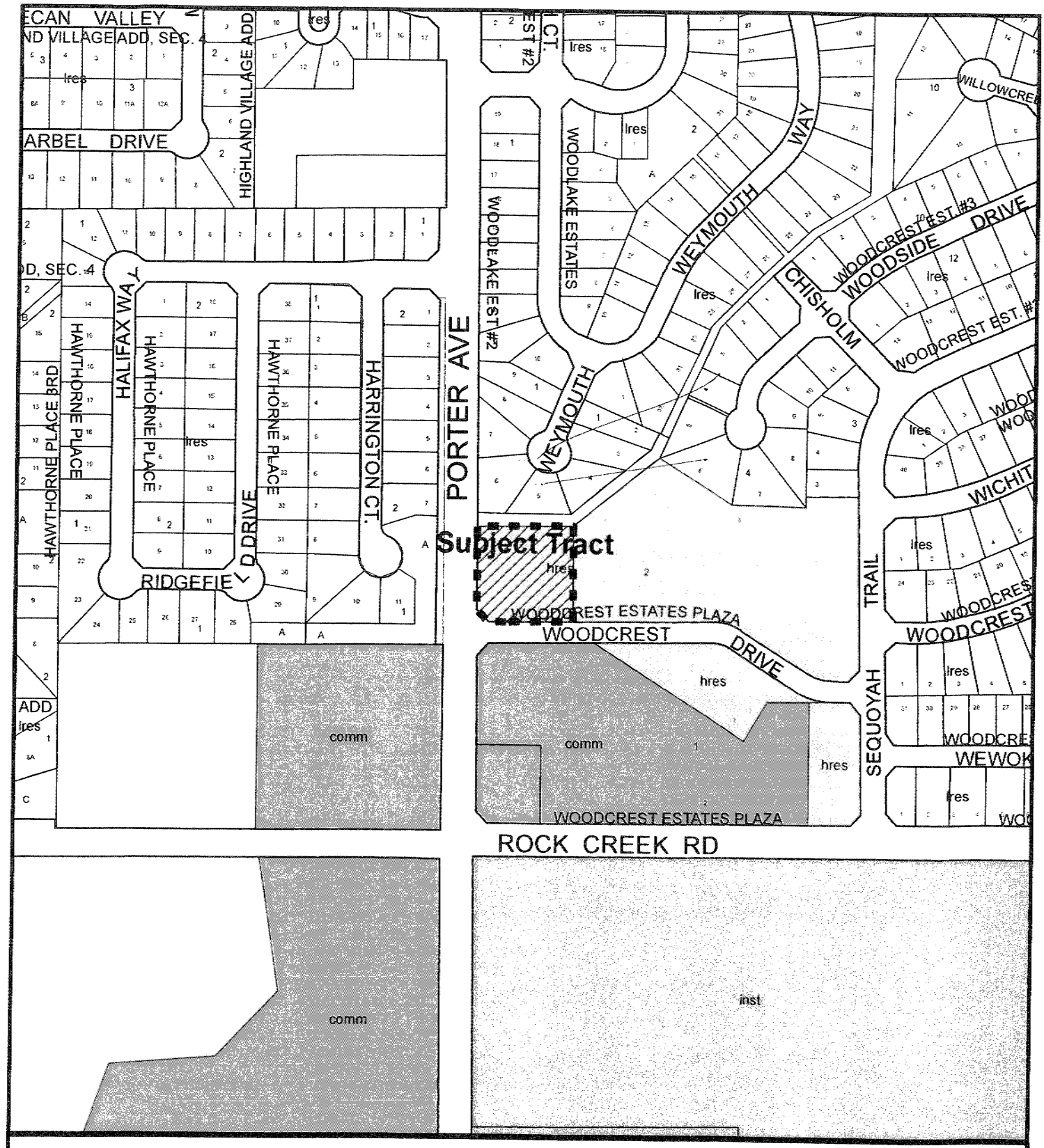
NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

§ 4. That the Council of the City of Norman recognizes the need to control the future growth of the City of Norman; and, that after due consideration, has determined that the requested amendment is compatible with the adopted NORMAN 2025 Land Use and Transportation Plan and does hereby approve the requested amendment.

PASSED and ADOPTED this ____ day of _____, 2013.

ATTEST: _____ Mayor

_____
City Clerk



Norman 2025 Land Use Plan

Map Produced by the City of Norman
Geographic Information System.
(405) 366-5316
The City of Norman assumes no responsibility for errors or omissions in the information presented.

N W E S

December 6, 2012

0 150 300 Ft.

Subject Tract

Zoning

RESOLUTION NO. R-1213-75 ITEM NO. 12a

STAFF REPORT

ITEM: Norman DOP VII, L.L.C. requests amendment of the NORMAN 2025 Land Use and Transportation Plan (LUP 1213-6) from High Density Residential Designation to Commercial Designation for property located at the northeast corner of Porter Avenue and Woodcrest Drive.

SUMMARY OF REQUEST: The applicant is requesting a change in the NORMAN 2025 Land Use and Transportation Plan from High Density Residential to Commercial Designation. This tract of land has been zoned for multi-family use since the 1970's. The land use designation has been High Density Residential since that same time. However, this area has remained vacant. The surrounding areas have developed with single-family residential densities to the north, east and west. The applicant sees this area as an opportunity for additional commercial development as there has been a large amount of residential development in this area.

There is an area at the northeast corner of Porter Avenue and Rock Creek Road that is zoned C-2, General Commercial District. This area has been zoned since the mid-seventies and has remained undeveloped. The C-2, General Commercial District zoning district is a more intense, less restrictive zoning district than that of the requested C-1, Local Commercial District. The uses permitted in C-2, General Commercial District could consist of any use permitted in C-1, Local Commercial District any Special Use permitted in C-1, Local Commercial District except mixed buildings, automobile sales, machinery sales and services, public garages, bakery, carpenter and cabinet shops, a laundry and several other uses. There is a gas station/convenience store located at the northeast corner of Porter Avenue and Rock Creek Road. This gas station and convenience store is open twenty-four hours a day, seven days a week. This proposed commercial development will open by eight o'clock in the morning and close by ten o'clock daily. Therefore, the lights of the parking lot will be turned off by ten o'clock so as to minimize any impact on the adjacent residential properties. The drainage easement to the north of this proposal also acts as a buffer along the north of the development and insulates the residential development from both commercial uses to the south.

ANALYSIS: The 2025 Plan identifies two criteria that must be met in order to approve requested land use designation changes from the adopted NORMAN 2025 Plan.

1. There has been a change in circumstances resulting from development of properties in the general vicinity which suggest that the proposed change will not be contrary to the public interest. There have been approximately nine subdivisions with approximately 1,000 lots for single-family residential use either platted or preliminarily platted in the last several years. The residential growth trend in this area continues to be steady. This land has been zoned for multi-family residential use for many, many years and remains undeveloped. With the residential developments occurring in the vicinity this area appears to not be a primary development for residential or multi-family use. These residential developments create a

market for commercial development in close proximity of the residential areas and for easy customer access to the site.

2. *There is a determination that the proposed change would not result in adverse land use or adverse traffic impacts to surrounding properties or the vicinity*. There is an existing thirty-foot wide drainage easement buffer, Woodcrest Creek, located adjacent to this property, along the northern boundary. This open space buffer provides a natural separation between the proposed commercial development and the existing single-family neighborhood to the north. This buffer serves to minimize the impacts of the commercial development on the residential development adjacent to this property. There is a multi-family development to the east of this proposal. To utilize the needed detention as well as to minimize impacts on the multi-family development to the east the developer has proposed a thirty foot on-site detention area/setback. This detention area will create a buffer along the eastern boundary of the property. There is a commercial development consisting of a gas station and convenience store to the south of this proposal. The existing commercial development accesses off Porter Avenue and Rock Creek Road eliminating any additional traffic/drive impacts along Woodcrest Drive.

STAFF RECOMMENDATION: This proposed development can be considered a buffer for the residential area to the north from the more intense zoning in the C-2, General Commercial District area as noted above. With the residential growth in this area and the natural buffer of Woodcrest Creek to the north staff concurs with the request to amend the NORMAN 2025 Land Use and Transportation Plan designation from High Density Residential to Commercial.

City of Norman Predevelopment **October 25, 2012**

Applicant	DOP VII, L.L.C. - Dollar General
Location	Northeast corner of Porter Avenue and Woodcrest Drive
Case Number	PD 12-31
Time	6:00-6:3000 PM

Attendee	Stakeholder	Address	Phone
Bob Gage	Applicant Representative	GBT Realty	(615) 370-0670
Leah Messner	City Staff –Legal		217-7748
Terry Floyd	City Staff – City Manager's Office		366-5446
Jane Hudson	City Staff – Planning Department		366-5344

Application Summary: The proposed Dollar General is located on the northeast corner of the intersection of Porter Avenue and Woodcrest Drive. The site is approximately 1.16 acres and will consist of a single story, 9,100 square foot retail store with associated parking and utilities services. The impact to the neighboring properties would be minimal, with detention provided and all setbacks met. The project will be designed to meet any screening/landscape requirements. Also, the proposed retail use does not generate an extreme amount of traffic. Similar sized stores for this particular retailer generate between 142 and 285 vehicles per day depending on population density. In addition, a sidewalk will be built along Woodcrest Drive connecting with the existing one on Porter Avenue. The new store will also create 10-12 permanent jobs in the area.

There were approximately twelve neighbors in attendance.

Neighbors Comments: The neighbors expressed two major concerns with this development in this location. First being the deterioration of the Woodcrest Creek buffer between the subject tract and their neighborhood to the north. Second being the impact the commercial lighting would have on their properties.

Applicants Response: The applicant stated there will be a retaining wall along the north side of their development. This retaining wall will be designed such that deterioration of the creek area will not be an issue. The applicant stated they would be required to adhere to the Commercial Outdoor Lighting Standards, limiting any impact on the neighbor's property.

NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES

DECEMBER 13, 2012

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 13th day of December 2012. Notice and agenda of the meeting were posted at the Norman Municipal Building and online at http://www.normanok.gov/content/boards-commissions at least twenty-four hours prior to the beginning of the meeting.

Chairman Andy Sherrer called the meeting to order at 6:30 p.m.

* * *

Item No. 1, being:
ROLL CALL

MEMBERS PRESENT	Dave Boeck Tom Knotts Curtis McCarty Cindy Gordon Jim Gasaway Sandy Bahan Chris Lewis Andy Sherrer
MEMBERS ABSENT	Roberta Pailes

A quorum was present.

STAFF MEMBERS PRESENT	Susan Connors, Director, Planning & Community Development Jane Hudson, Principal Planner Janay Greenlee, Planner II Ken Danner, Subdivision Development Manager Roné Tromble, Recording Secretary Leah Messner, Asst. City Attorney Larry Knapp, GIS Analyst II Terry Floyd, Development Coordinator Scott Sturtz, City Engineer

* * *

Chairman Sherrer recognized Sandy Bahan, new member of the Planning Commission, and recognized Diana Hartley for her service on the Commission from November 2009 through December 2012.

* * *

Item No. 12, being:
CONSIDERATION OF A REQUEST SUBMITTED BY NORMAN DOP VII, L.L.C.

12A. RESOLUTION NO. R-1213-75 – NORMAN DOP VII, L.L.C. REQUESTS AMENDMENT OF THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN (LUP-1213-6) FROM HIGH DENSITY RESIDENTIAL DESIGNATION TO COMMERCIAL DESIGNATION FOR PROPERTY LOCATED AT THE NORTHEAST CORNER OF PORTER AVENUE AND WOODCREST DRIVE.

ITEMS SUBMITTED FOR THE RECORD:
1. NORMAN 2025 Map
2. Staff Report
3. Pre-Development Meeting Summary

12B. ORDINANCE NO. O-1213-24 – NORMAN DOP VII, L.L.C. REQUESTS REZONING FROM RM-6, MEDIUM DENSITY APARTMENT DISTRICT, TO C-1, LOCAL COMMERCIAL DISTRICT, FOR PROPERTY LOCATED AT THE NORTHEAST CORNER OF PORTER AVENUE AND WOODCREST DRIVE.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Staff Report
3. Site Plan

PRESENTATION BY STAFF:
Ms. Hudson reported the application is for an amendment to the NORMAN 2025 Plan from the High Density Residential Designation to Commercial Designation. There is currently commercial designation to the south and single-family to the north. They have also requested rezoning from RM-6, Medium Density, to C-1, Local Commercial District, to accommodate the proposal for the Dollar General facility. The existing zoning shows RM-6, commercial to the south, and single-family to the north. There is multi-family to the east of this site. There is a buffer along the north side of this property which abuts the single-family on the other side. On the other side of Porter Avenue is single-family and a daycare facility. The site plan shows access off of Woodcrest Drive. Staff supports both requests. The applicant's representative is present for any questions.

PRESENTATION BY THE APPLICANT:
David Box, 2215 Hidden Lake Drive, representing the applicant – We have an application to not only change the Comp Plan but rezone as well. The tract is 1.16 acres and it's a unique tract and will allow us to buffer not only to the north but to the east. There is a tree line and a water way and there will be a retaining wall built to make sure that the tree line to the north is preserved. There was a Pre-Development meeting and I believe around 12 neighbors showed up. One issue that they had was the buffering, and my client explained the retaining wall and the fact that buffer will remain. The other issue the neighbors had was light spillover, and they assured them that, with the hours of operation the commercial light spill won't be a problem. It will be a much less intense use than what is immediately south. We feel that this is a nice transition from the more intense use to the south as you get into the residential portion of this area. I'd be happy to answer any questions.

AUDIENCE PARTICIPATION:
None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:
1. Mr. Boeck – I'd like to make a comment. A unit like this that provides shopping for people locally – any time you can get some commercial in an area so people don't have to get in their car and drive someplace – I like that. I think this is something that would make that neighborhood more user friendly, more walkable. I like it.

2. Mr. McCarty – That creek and waterway – I'm curious about the drainage. There was some flooding in this area a few years ago that actually got into some homes that this stream feeds into. So I'm curious about what the drainage plan would be for the site.

3. Mr. Danner – This property will require detention and it's located on the eastern boundary of this property before it goes into that creek or channel.

Chris Lewis moved to recommend approval of Resolution No. R-1213-75 and Ordinance No. O-1213-24 to City Council. Dave Boeck seconded the motion.

There being no further discussion, a vote on the motion was taken with the following result:

YEAS	Dave Boeck, Tom Knotts, Curtis McCarty, Cindy Gordon, Jim Gasaway, Sandy Bahan, Chris Lewis, Andy Sherrer
NAYES	None
ABSENT	Roberta Pailes

Ms. Tromble announced that the motion, to recommend approval of Resolution No. R-1213-75 and Ordinance No. O-1213-24, passed by a vote of 8-0.

* * *

City of Norman, OK

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

Master

File Number: O-1213-24

File ID:	O-1213-24	**Type:**	Zoning Ordinance	**Status:**	Non-Consent Items
Version:	1	**Reference:**	Item No. 38	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**		**File Created:**	11/15/2012
File Name:	Dollar General Porter Rezoning			**Final Action:**	

Title: CONSIDERATION OF ORDINANCE NO. O-1213-24 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO PLACE LOT 2, BLOCK 2, WOODCREST ESTATES PLAZA ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE C-1, LOCAL COMMERCIAL DISTRICT, AND REMOVE THE SAME FROM THE RM-6, MEDIUM DENSITY APARTMENT DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (LOCATED AT THE NORTHEAST CORNER OF PORTER AVENUE AND WOODCREST DRIVE)

Notes: ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1213-24 upon Second Reading section by section.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1213-24 upon Final Reading as a whole.

ACTION TAKEN: _____

Agenda Date: 01/22/2013

Agenda Number: 38

Attachments: Text File O-1213-24 Final Reading, O-1213-24 Norman DOP, PorterDG_Location, Dollar General Rezone Porter Woodcrest, Dollar General Site Plan, 12-13-12 PC Minutes - Porter Dollar General

Project Manager: Jane Hudson, Principal Planner

Entered by: rone.tromble@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Commission	12/13/2012	Recommended for Adoption at a subsequent City Council Meeting	City Council	01/08/2013	01/08/2013	
	Action Text:	Recommended for Adoption at a subsequent City Council Meeting to the City Council due back on 1/8/2013					
1	Planning Commission	12/13/2012	Recommended for Adoption at a subsequent City Council Meeting	City Council	01/08/2013		Pass
	Action Text:	A motion was made by Commissioner Lewis, seconded by Commissioner Boeck, that this Zoning Ordinance be Recommended for Adoption at a subsequent City Council Meeting to the City Council , due back on 1/8/2013. The motion carried by the following vote:					
1	City Council	01/08/2013	Introduced and adopted on First Reading by title only				Pass
	Action Text:	That this Zoning Ordinance be Introduced and adopted on First Reading by title only. by consent roll call					

Text of Legislative File O-1213-24

Body

BACKGROUND: The applicant, Norman DOP VII, L.L.C., is requesting rezoning from RM-6, Medium Density Apartment District, to C-1, Local Commercial District, for the area on the northeast corner of Porter Avenue and Woodcrest Drive. The area is approximately 1.16 acres. Norman DOP VII, L.L.C. is proposing a new Dollar General store for this site. The current Norman 2025 Land Use and Transportation Plan designation for this area is High Density Residential. There is a companion 2025 Land Use and Transportation Plan amendment for this site from High Density Residential to Commercial. This parcel was platted as part of Woodcrest Estates Plaza and zoned as RM-6, Medium Density Apartment District in March, 1970. Currently, the tract is vacant and has never developed.

ANALYSIS:

C-1, Local Commercial District: The primary purpose of the C-1, Local Commercial District is intended for the conduct of retail trade and to provide personal services to meet the regular needs and for the convenience of the people of adjacent residential areas. It is anticipated that this district will be the predominant use in the community. Because these shops and stores may be an integral part of the neighborhood, closely associated with residential, religious, recreational and educational elements, more restrictive requirements for light, air, open space and off-street parking are required than are provided in other commercial districts.

USE: The proposal for this rezoning request is a single story brick building which will accommodate a retail/commercial use permitted within the C-1, Local Commercial zoning district.

SITE DESIGN: The site will have a single access onto Woodcrest Drive. The building will run parallel to Porter Avenue. There is a ten-foot landscape strip required along Porter and Woodcrest Drive. The applicant will be required to screen any areas of their property which abut residentially zoned properties with a six-foot opaque fence. The dumpster will be located along the south side of the development and will be screened per City standards.

PARKING: The retail designation for this development requires one parking space per two hundred square feet of retail customer service area. The parking requirement for this development is thirty-six spaces. The applicant has met this requirement.

OTHER AGENCY COMMENTS:

PARKS BOARD: Parkland dedication is not required for a commercial development.

PUBLIC WORKS AND UTILITIES: Sidewalks will be installed adjacent to Porter Avenue and Woodcrest Drive.

TRAFFIC IMPACTS: A Traffic Impact Analysis (TIA) will not be required as the platting for this parcel is complete. As previously stated the ingress and egress of this property is off Woodcrest Drive which is designated as a collector street.

STAFF RECOMMENDATION: Since the time this area was platted in the early seventies the residential growth in this area has changed dramatically. Initially, the area to the north of this lot was zoned RM-2. The area was rezoned for single-family development in 1992. The applicant will be required to meet landscaping, parking, lighting and all other requirements associated with the commercial district. As a result, there should be no negative impacts on the residential neighborhood to the north or the multi-family to the east. Staff recommends approval of this rezoning request. The Planning Commission, at their December 13, 2012 meeting, voted unanimously to recommend approval of this rezoning request to the City Council.

O-1213-24

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO PLACE LOT 2, BLOCK 2, WOODCREST ESTATES PLAZA ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE C-1, LOCAL COMMERCIAL DISTRICT, AND REMOVE THE SAME FROM THE RM-6, MEDIUM DENSITY APARTMENT DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (LOCATED AT THE NORTHEAST CORNER OF PORTER AVENUE AND WOODCREST DRIVE)

§ 1. WHEREAS, Norman DOP VII, L.L.C., the owner of the hereinafter described property, has made application to have said property placed in the C-1, Local Commercial District, and to have the same removed from the RM-6, Medium Density Apartment District; and

§ 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such rezoning; and

§ 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

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

§ 4. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to place the following described property in the C-1, Local Commercial District, and to have the same removed from the RM-6, Medium Density Apartment District; to wit:

Lot 2, Block 2, WOODCREST ESTATES PLAZA ADDITION to the City of Norman, Oklahoma, Cleveland County, Oklahoma.

Said tract contains 1.16 acres, more or less.

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

ADOPTED this _____day of

_____, 2012.

_____
Mayor

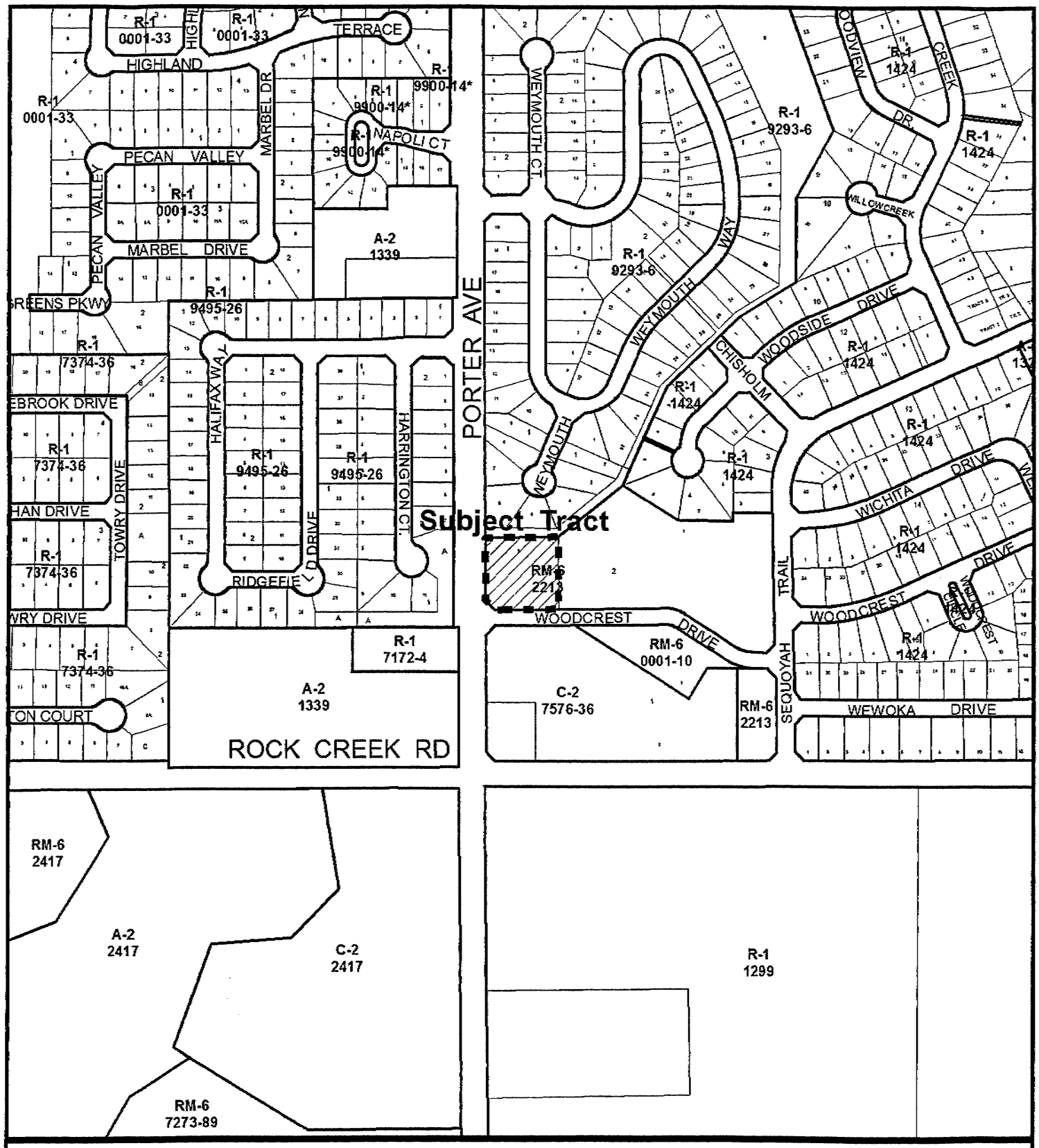
NOT ADOPTED this _____day of

_____, 2012.

_____
Mayor

ATTEST:

_____
City Clerk



Location Map

Map Produced by the City of Norman Geographic Information System. (405) 366-5316
The City of Norman assumes no responsibility for errors or omissions in the information presented.

N W E S

October 8, 2012

0 200 400 Ft.

Subject Tract

Zoning

38-2

ORDINANCE NO. O-1213-24 | ITEM NO. 12b

STAFF REPORT

GENERAL INFORMATION

APPLICANT	Norman DOP VII, L.L.C.
REQUESTED ACTION	Rezoning to C-1, Local Commercial District
EXISTING ZONING	RM-6, Medium Density Apartment District
SURROUNDING ZONING	North: R-1, Single Family Dwelling District East: RM-6, Medium Density Apartment District South: C-2, General Commercial District West: R-1, Single Family Dwelling District
LOCATION	Located at the northeast corner of Porter Avenue and Woodcrest Drive
SIZE	1.16 acres
PROPOSED USE	Commercial
EXISTING LAND USE	Vacant
SURROUNDING LAND USE	North: Residential East: Multi-Family South: Commercial West: Residential
LAND USE PLAN DESIGNATION	High Density Residential

SYNOPSIS: The applicant, Norman DOP VII, L.L.C, is requesting rezoning from RM-6, Medium Density Apartment District to C-1, Local Commercial District for the area on the northeast corner of Porter Avenue and Woodcrest Drive. The area is approximately 1.16 acres. Norman DOP VII, L.L.C. is proposing a new Dollar General store for this site. The current Norman 2025 Land Use and Transportation Plan designation for this area is High Density Residential. This parcel was platted as part of Woodcrest Estates Plaza in March of 1970. Currently, the tract is vacant and has never developed.

ANALYSIS:

C-1, LOCAL COMMERCIAL DISTRICT: The primary purpose of the C-1, Local Commercial District is intended for the conduct of retail trade and to provide personal services to meet the regular needs and for the convenience of the people of adjacent residential areas. It is anticipated that this district will be the predominant use in the community. Because these shops and stores may be an integral part of the neighborhood closely associated with residential, religious, recreational and educational elements more restrictive requirements for light, air, open space and off-street parking are made than are provided in other commercial districts.

USE: The proposal for this rezoning request is a single story brick building which will accommodate a retail/commercial use permitted within the C-1, Local Commercial zoning district.

SITE DESIGN: The site will have a single access onto Woodcrest Drive. The building will run parallel to Porter Avenue. There is a ten foot landscape strip required along Porter and Woodcrest Drive. The applicant will be required to screen any areas of their property which abut residentially zoned properties with a six foot opaque fence. The dumpster will be located along the south side of the development and will be screened per city standards.

PARKING: The retail designation for this development requires one parking space per two hundred square feet of retail customer service area. The parking requirement for this development is thirty-six spaces. The applicant has met this requirement.

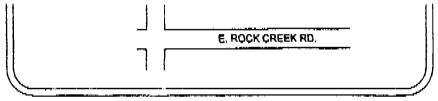
OTHER AGENCY COMMENTS:

PARKS BOARD: Parkland dedication is not required for commercial development.

PUBLIC WORKS AND UTILITIES: Sidewalks will be installed adjacent to Porter Avenue and Woodcrest Drive.

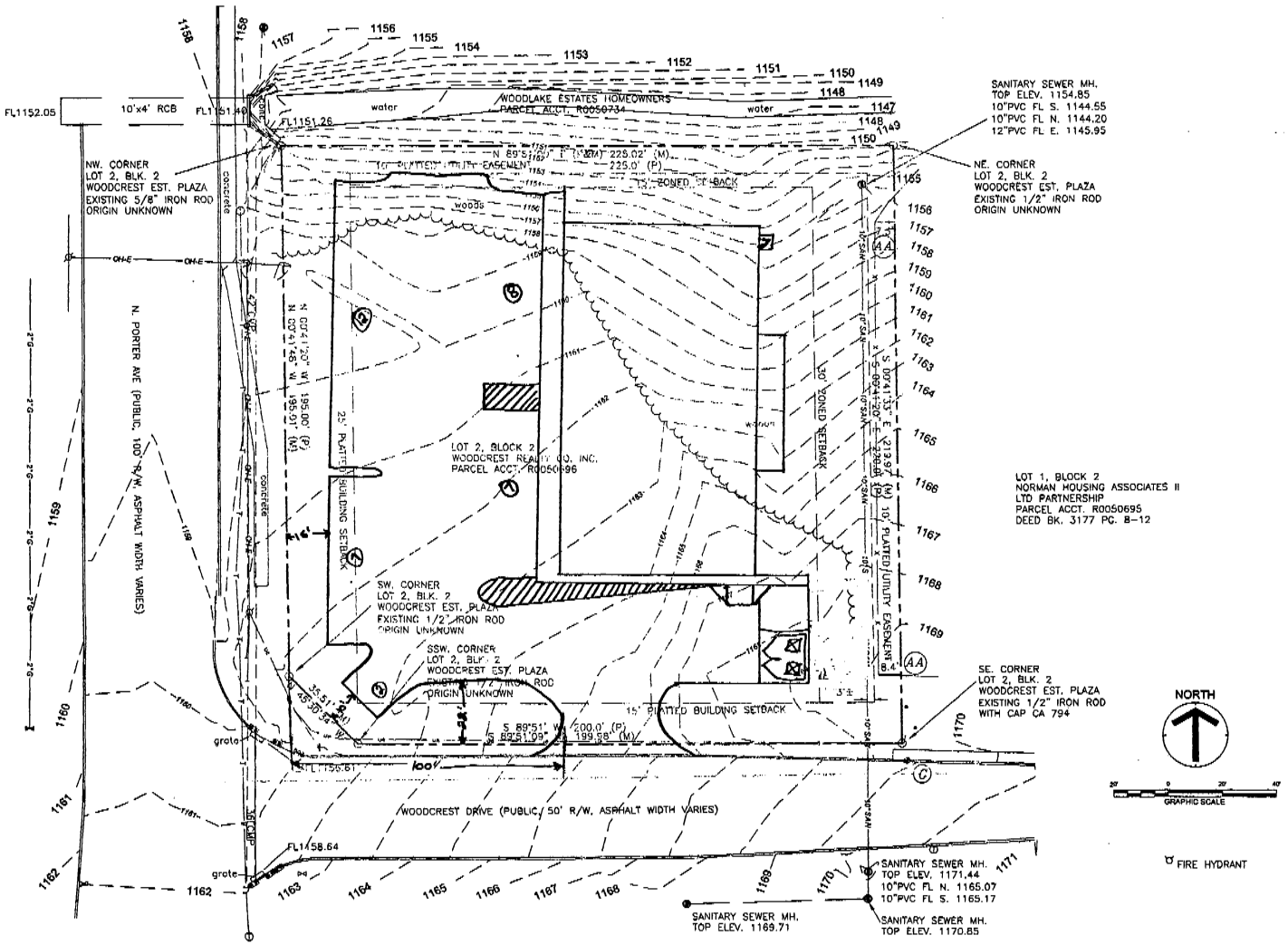
TRAFFIC IMPACTS: A Traffic Impact Analysis (TIA) will not be required as the platting for this parcel is complete. As previously stated the ingress and egress of this property is off Woodcrest Drive which is designated as a collector street.

STAFF RECOMMENDATION: Since the time this area was platted in the early seventies the residential growth in this area has changed dramatically. Initially, the area to the north of this lot was zoned RM-2. The applicant will be required to meet landscaping, parking, lighting and all other requirements with the commercial district. As a result, there should be no negative impacts on the residential neighborhood to the north or the multi-family to the east. Staff can support this rezoning request and recommends approval.



Vicinity Map
Not To Scale

The tract described above is one and the same as the tract described i
American Title Insurance Company Commitment #_____. E



Items Corresponding t

ALTA/ACSM Land Tit

To:

Norman (Porter) DOP VII, LLC
First American Title Insurance Company
Republic Title of Texas, Inc.
BOFK, NA dba Bank of Texas, and its respective successors and

This is to certify that this map or plat and the survey on which
the 2011 Minimum Standard Detail Requirements for ALTA/ACSM
adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6
17, 18 and 19 of Table A thereof. The field work was complete

Executed this _____ day of _____ 20____

Legend of Symbols &

Existing 1/2" Iron Rod, Origin Unknown
Unless Otherwise Noted

38-5

NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES

DECEMBER 13, 2012

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 13th day of December 2012. Notice and agenda of the meeting were posted at the Norman Municipal Building and online at http://www.normanok.gov/content/boards-commissions at least twenty-four hours prior to the beginning of the meeting.

Chairman Andy Sherrer called the meeting to order at 6:30 p.m.

* * *

Item No. 1, being:
ROLL CALL

MEMBERS PRESENT	Dave Boeck Tom Knotts Curtis McCarty Cindy Gordon Jim Gasaway Sandy Bahan Chris Lewis Andy Sherrer
MEMBERS ABSENT	Roberta Pailes

A quorum was present.

STAFF MEMBERS PRESENT	Susan Connors, Director, Planning & Community Development Jane Hudson, Principal Planner Janay Greenlee, Planner II Ken Danner, Subdivision Development Manager Roné Tromble, Recording Secretary Leah Messner, Asst. City Attorney Larry Knapp, GIS Analyst II Terry Floyd, Development Coordinator Scott Sturtz, City Engineer

* * *

Chairman Sherrer recognized Sandy Bahan, new member of the Planning Commission, and recognized Diana Hartley for her service on the Commission from November 2009 through December 2012.

* * *

Item No. 12, being:
CONSIDERATION OF A REQUEST SUBMITTED BY NORMAN DOP VII, L.L.C.

12A. RESOLUTION NO. R-1213-75 – NORMAN DOP VII, L.L.C. REQUESTS AMENDMENT OF THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN (LUP-1213-6) FROM HIGH DENSITY RESIDENTIAL DESIGNATION TO COMMERCIAL DESIGNATION FOR PROPERTY LOCATED AT THE NORTHEAST CORNER OF PORTER AVENUE AND WOODCREST DRIVE.

ITEMS SUBMITTED FOR THE RECORD:
1. NORMAN 2025 Map
2. Staff Report
3. Pre-Development Meeting Summary

12B. ORDINANCE NO. O-1213-24 – NORMAN DOP VII, L.L.C. REQUESTS REZONING FROM RM-6, MEDIUM DENSITY APARTMENT DISTRICT, TO C-1, LOCAL COMMERCIAL DISTRICT, FOR PROPERTY LOCATED AT THE NORTHEAST CORNER OF PORTER AVENUE AND WOODCREST DRIVE.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Staff Report
3. Site Plan

PRESENTATION BY STAFF:
Ms. Hudson reported the application is for an amendment to the NORMAN 2025 Plan from the High Density Residential Designation to Commercial Designation. There is currently commercial designation to the south and single-family to the north. They have also requested rezoning from RM-6, Medium Density, to C-1, Local Commercial District, to accommodate the proposal for the Dollar General facility. The existing zoning shows RM-6, commercial to the south, and single-family to the north. There is multi-family to the east of this site. There is a buffer along the north side of this property which abuts the single-family on the other side. On the other side of Porter Avenue is single-family and a daycare facility. The site plan shows access off of Woodcrest Drive. Staff supports both requests. The applicant's representative is present for any questions.

PRESENTATION BY THE APPLICANT:
David Box, 2215 Hidden Lake Drive, representing the applicant – We have an application to not only change the Comp Plan but rezone as well. The tract is 1.16 acres and it's a unique tract and will allow us to buffer not only to the north but to the east. There is a tree line and a water way and there will be a retaining wall built to make sure that the tree line to the north is preserved. There was a Pre-Development meeting and I believe around 12 neighbors showed up. One issue that they had was the buffering, and my client explained the retaining wall and the fact that buffer will remain. The other issue the neighbors had was light spillover, and they assured them that, with the hours of operation the commercial light spill won't be a problem. It will be a much less intense use than what is immediately south. We feel that this is a nice transition from the more intense use to the south as you get into the residential portion of this area. I'd be happy to answer any questions.

AUDIENCE PARTICIPATION:
None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:
1. Mr. Boeck – I'd like to make a comment. A unit like this that provides shopping for people locally – any time you can get some commercial in an area so people don't have to get in their car and drive someplace – I like that. I think this is something that would make that neighborhood more user friendly, more walkable. I like it.

2. Mr. McCarty – That creek and waterway – I'm curious about the drainage. There was some flooding in this area a few years ago that actually got into some homes that this stream feeds into. So I'm curious about what the drainage plan would be for the site.

3. Mr. Danner – This property will require detention and it's located on the eastern boundary of this property before it goes into that creek or channel.

Chris Lewis moved to recommend approval of Resolution No. R-1213-75 and Ordinance No. O-1213-24 to City Council. Dave Boeck seconded the motion.

There being no further discussion, a vote on the motion was taken with the following result:

YEAS	Dave Boeck, Tom Knotts, Curtis McCarty, Cindy Gordon, Jim Gasaway, Sandy Bahan, Chris Lewis, Andy Sherrer
NAYES	None
ABSENT	Roberta Pailes

Ms. Tromble announced that the motion, to recommend approval of Resolution No. R-1213-75 and Ordinance No. O-1213-24, passed by a vote of 8-0.

* * *

City of Norman, OK

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

Master

File Number: O-1213-28

File ID:	O-1213-28	**Type:**	Ordinance	**Status:**	Non-Consent Items
Version:	1	**Reference:**	Item No. 39	**In Control:**	City Council
Department:	Legal Department	**Cost:**		**File Created:**	01/02/2013
File Name:	Ordinance No. O-1213-28			**Final Action:**	

Title: ORDINANCE NO. O-1213-28 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 8-503 OF THE CODE OF THE CITY OF NORMAN CONTINGENT ON VOTER APPROVAL OF ORDINANCE NO. O-1213-29 TO INCREASE THE EXCISE TAX UPON THE GROSS PROCEEDS OR GROSS RECEIPTS DERIVED FROM RENTS RECEIVED FROM OCCUPANCY OF HOTEL ROOMS; PROVIDING FOR AN EFFECTIVE DATE FOR SAID INCREASE SUBJECT TO VOTER APPROVAL; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Notes: ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1213-28 upon Second Reading section by section.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1213-28 upon Final Reading as a whole.

ACTION TAKEN: _____

Agenda Date: 01/22/2013

Agenda Number: 39

Attachments: Text File O-1213-28, O-1213-28 Guest Room Tax

Project Manager: Kathryn Walker, Assistant City Attorney

Entered by: kathryn.walker@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/08/2013	Introduced and adopted on First Reading by title only				Pass
	Action Text:	That this Ordinance be Introduced and adopted on First Reading by title only. by consent roll call					

Text of Legislative File O-1213-28

Body

BACKGROUND: The Norman Transient Guest Room Tax was first approved by the voters in 1980 and is codified in Article 5 of Chapter 8 of the Code of the City of Norman. The original rate of the tax was four percent (4%) and it remains so today. The taxes collected pursuant to Article 5 are to "be used exclusively for the purpose of encouraging, promoting and fostering the convention and tourism development of the City of Norman. Uses in parks development and in promotion of Arts and Humanities are thus contemplated". Norman Code, §8-521. Currently, the City contracts with the Norman Convention and Visitors Bureau (NCVB) and with the Norman Arts Council for the use of a portion of these revenues. The City retains 3% as reimbursement for administering the tax and the contracts. Of the remaining, 97%, 50% is paid to NCVB, 25% is paid to the Norman Arts Council, and 25% is used for parks development by the City Parks and Recreation Department.

The Finance Committee held initial discussions on the topic of raising the transient guest room tax in October, and then held additional meetings in November and December and invited input from the beneficiaries of these funds. The issue was discussed at the City Council Conference on December 11, 2013 as well.

DISCUSSION: Ordinance No. O-1213-28 reflects the discussions by Council members and the input from the beneficiaries of the room tax funds and proposes raising the room tax rate from 4% to 5%. This will require approval by the voters; Ordinance No. O-1213-29 authorizes the calling and holding of the election on April 2, 2013, which is also the date of the City Council municipal election. The Proclamation formally gives notice of the election. If approved by the voters, the increase will be effective on May 1, 2013. The disbursement of these funds will continue as provided in the City's contracts with the NCVB and the Norman Arts Council.

STAFF RECOMMENDATION: Staff recommends approval of Ordinance No. O-1213-28.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 8-503 OF THE CODE OF THE CITY OF NORMAN CONTINGENT ON VOTER APPROVAL OF ORDINANCE NO. O-1213-29 TO INCREASE THE EXCISE TAX UPON THE GROSS PROCEEDS OR GROSS RECEIPTS DERIVED FROM RENTS RECEIVED FROM OCCUPANCY OF HOTEL ROOMS; PROVIDING FOR AN EFFECTIVE DATE FOR SAID INCREASE SUBJECT TO VOTER APPROVAL; AND PROVIDING FOR THE SEVERABILITY THEREOF.

§ 1. WHEREAS, the Norman Transient Guest Room Tax Ordinance (Ordinance No. O-7980-58) was originally adopted in May 1980 with the citizens of Norman voting to enact the corresponding excise tax of four percent (4%) in July 1980; and

§ 2. WHEREAS, excise tax funds collected through this tax are set aside and used exclusively for the purpose of encouraging, promoting and fostering the convention and tourism development of the City of Norman; and

§ 3. WHEREAS, the excise tax of four percent (4%) has not been increased in the more than thirty years since its adoption and expenses related to convention and tourism development have increased over time.

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

§ 4. That should the voters approve the excise tax increase set out in Ordinance No. O-1213-29, then Section 8-503 of Chapter 8 of the Code of the City of Norman, Oklahoma, shall be and is hereby amended to read as follows:

Sec. 8-503. Tax Rate.

There is hereby levied an excise tax of ~~Four~~ Five percent (4~~5~~ %) upon the gross proceeds or gross receipts derived from all rent for every occupancy of a room or rooms in a hotel in this City except that the tax shall not be imposed where the rent is less than the rate of Three Dollars ($3.00) per day.

§ 5 Effective Date. The rates described above shall be effective for all occupancy billings issued on or after the 1st day of May, 2013, and thereafter conditioned upon said rate increase being approved by a majority of the registered voters voting in an election called for the purpose of approving or rejecting said rates; Said election to be held on the 2nd day of April, 2013.

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

ADOPTED this _____ day

of_____, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

NOT ADOPTED this _____ day

of _____, 2013.

_____
Mayor

SPECIAL ELECTION
PROCLAMATION AND NOTICE OF ELECTION

Under and by virtue of the Statutes of the State of Oklahoma and acts complimentary, supplementary and enacted pursuant thereto, and Ordinance No. O-1213-29 dated January 22, 2013, authorizing the calling of an election on the Proposition hereinafter set forth, I, the undersigned Mayor of the City of Norman, Oklahoma, hereby call a special election and give notice thereof to be held in the City of Norman, Oklahoma, on the 2nd day of April, 2013, for the purpose of submitting to the registered qualified voters in said City the proposed Proposition:

PROPOSITION I

SHALL ORDINANCE NO. O-1213-28 OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 8-503 OF CHAPTER 8 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN, OKLAHOMA, INCREASING THE EXCISE TAX UPON THE GROSS PROCEEDS OR GROSS RECEIPTS DERIVED FROM RENTS RECEIVED FROM OCCUPANCY OF HOTEL ROOMS BY ONE PERCENT (1%) TO A TOTAL OF FIVE PERCENT (5%) EFFECTIVE MAY 1, 2013 BE APPROVED?

The ballot used at said election shall set out the Proposition as above set forth and shall also contain the words:

1st ☐ YES - FOR THE ABOVE PROPOSITION
2nd ☐ NO - AGAINST THE ABOVE PROPOSITION

(If the voter desires to vote for the above Proposition, he shall mark the ballot accordingly; if he desires to vote against the above Proposition, he shall mark the ballot accordingly.)

That only the registered qualified voters of the City of Norman, Oklahoma, may vote upon the Proposition as above set forth.

The polls shall be opened at 7:00 o'clock a.m. and shall remain open continuously until and be closed at 7:00 o'clock p.m.

The special election shall be held at the same places and in the same manner prescribed by law for conducting county and state elections and the numbers and locations of the polling places and the persons who shall conduct said election shall be the same as for county and state elections, all as respectively designated and prescribed by the County Election Board of Cleveland County, Oklahoma.

WITNESS my hand as Mayor of the City of Norman, Oklahoma, and the Seal of said City affixed hereto on the _____ day of _____, 2013.

_____
Mayor

(SEAL)

ATTEST:

_____
City Clerk

City of Norman, OK

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

Master

File Number: O-1213-29

File ID:	O-1213-29	**Type:**	Ordinance	**Status:**	Non-Consent Items
Version:	1	**Reference:**	Item No. 40	**In Control:**	City Council
Department:	Legal Department	**Cost:**		**File Created:**	01/02/2013
File Name:	Ordinance No. O-1213-29			**Final Action:**	

Title: ORDINANCE NO. O-1213-29 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN SAID CITY OF NORMAN, STATE OF OKLAHOMA, (THE CITY), ON THE SECOND DAY OF APRIL, 2013, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED, QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF APPROVING OR REJECTING ORDINANCE NO. O-1213-28, WHICH ORDINANCE AMENDS SECTION 8-503 OF CHAPTER 8 OF THE CODE OF THE CITY OF NORMAN BY INCREASING THE EXCISE TAX UPON THE GROSS PROCEEDS OR GROSS RECEIPTS DERIVED FROM RENTS RECEIVED FROM OCCUPANCY OF HOTEL ROOMS BY ONE PERCENT (1%) TO A TOTAL OF FIVE PERCENT (5%); PROVIDING AN EFFECTIVE DATE FOR SAID INCREASE SUBJECT TO VOTER APPROVAL; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Notes: ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1213-29 upon Second Reading section by section.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adopt or reject Ordinance No. O-1213-29 upon Final Reading as a whole.

ACTION TAKEN: _____

Agenda Date: 01/22/2013

Agenda Number: 40

Attachments: Text File O-1213-29, O-1213-29 Calling for Election, Proclamation

Project Manager: Kathryn Walker, Assistant City Attorney

Entered by: kathryn.walker@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

1	City Council	01/08/2013	Introduced and adopted on First Reading by title only	Pass
Action Text:	That this Ordinance be Introduced and adopted on First Reading by title only. by consent roll call			

Text of Legislative File O-1213-29

Body

BACKGROUND: The Norman Transient Guest Room Tax was first approved by the voters in 1980 and is codified in Article 5 of Chapter 8 of the Code of the City of Norman. The original rate of the tax was four percent (4%) and it remains so today. The taxes collected pursuant to Article 5 are to "be used exclusively for the purpose of encouraging, promoting and fostering the convention and tourism development of the City of Norman. Uses in parks development and in promotion of Arts and Humanities are thus contemplated". Norman Code, §8-521. Currently, the City contracts with the Norman Convention and Visitors Bureau (NCVB) and with the Norman Arts Council for the use of a portion of these revenues. The City retains 3% as reimbursement for administering the tax and the contracts. Of the remaining, 97%, 50% is paid to NCVB, 25% is paid to the Norman Arts Council, and 25% is used for parks development by the City Parks and Recreation Department.

The Finance Committee held initial discussions on the topic of raising the transient guest room tax in October, and then held additional meetings in November and December and invited input from the beneficiaries of these funds. The issue was discussed at the City Council Conference on December 11, 2013 as well.

DISCUSSION: Ordinance No. O-1213-28 reflects the discussions by Council members and the input from the beneficiaries of the room tax funds and proposes raising the room tax rate from 4% to 5%. This will require approval by the voters; Ordinance No. O-1213-29 authorizes the calling and holding of the election on April 2, 2013, which is also the date of the City Council municipal election. The Proclamation formally gives notice of the election. If approved by the voters, the increase will be effective on May 1, 2013. The disbursement of these funds will continue as provided in the City's contracts with the NCVB and the Norman Arts Council.

STAFF RECOMMENDATION: Staff recommends approval of Ordinance No. O-1213-29.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN SAID CITY OF NORMAN, STATE OF OKLAHOMA, (THE CITY), ON THE SECOND DAY OF APRIL, 2013, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED, QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF APPROVING OR REJECTING ORDINANCE NO. O-1213-28, WHICH ORDINANCE AMENDS SECTION 8-503 OF CHAPTER 8 OF THE CODE OF THE CITY OF NORMAN BY INCREASING THE EXCISE TAX UPON THE GROSS PROCEEDS OR GROSS RECEIPTS DERIVED FROM RENTS RECEIVED FROM OCCUPANCY OF HOTEL ROOMS BY ONE PERCENT (1%) TO A TOTAL OF FIVE PERCENT (5%); PROVIDING AN EFFECTIVE DATE FOR SAID INCREASE SUBJECT TO VOTER APPROVAL; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. Proposition. That the Mayor of the City of Norman, Oklahoma, or in his absence or incapacity, the duly qualified Mayor Pro Tem, be and hereby is authorized and directed to call a special election to be held in the City of Norman, Oklahoma, on the 2nd day of April, 2013 for the purpose of submitting to the registered, qualified voters of said City of Norman, Oklahoma, for their approval or rejection the following propositions:

PROPOSITION I

SHALL ORDINANCE NO. O-1213-28 OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, INCREASING THE EXCISE TAX UPON THE GROSS PROCEEDS OR GROSS RECEIPTS DERIVED FROM RENTS RECEIVED FROM OCCUPANCY OF HOTEL ROOMS BY ONE PERCENT (1%) TO A TOTAL OF FIVE PERCENT (5%) EFFECTIVE ON MAY 1, 2013 BE APPROVED?

§ 2. That such call for said election shall be by Special Election Proclamation and Notice, signed by the Mayor or Mayor Pro Tem and attested to by the City Clerk, setting forth the proposition to be voted on; that the ballots set forth in the proposition be voted upon substantially as set out in Section 1 hereof; and that the returns of said election shall be made to and canvassed by the Cleveland County Election Board.

§ 3. That the number and location of the polling places and the persons who conduct the elections shall be the same as the regular polling places and persons prescribed and selected by the Cleveland County Election Board for elections in the City of Norman, Oklahoma.

§ 4. That the Special Election Proclamation and Notice of even date, a copy of which is on file with the City Clerk and which is incorporated herein by reference, calling such special election is hereby approved in all respects, and that the Mayor or Mayor Pro Tem is hereby authorized to execute said special election proclamation on behalf of the City, and the City Clerk is hereby authorized to attest and affix the seal of said City to said Special Election Proclamation and Notice and cause a copy of said Special Election Proclamation and Notice to be published as required by law, and a copy thereof delivered to the Cleveland County Election Board.

§ 5. That the City Clerk shall serve or cause to be served, a copy of this Ordinance and a copy of the Special Election Proclamation and Notice of Election upon the office of the Cleveland County Election Board, not less than sixty (60) days prior to the date of the election.

ADOPTED this _____ day of

_____, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

NOT ADOPTED this _____ day of

_____, 2013.

_____
Mayor

SPECIAL ELECTION
PROCLAMATION AND NOTICE OF ELECTION

Under and by virtue of the Statutes of the State of Oklahoma and acts complimentary, supplementary and enacted pursuant thereto, and Ordinance No. O-1213-29 dated January 22, 2013, authorizing the calling of an election on the Proposition hereinafter set forth, I, the undersigned Mayor of the City of Norman, Oklahoma, hereby call a special election and give notice thereof to be held in the City of Norman, Oklahoma, on the 2nd day of April, 2013, for the purpose of submitting to the registered qualified voters in said City the proposed Proposition:

PROPOSITION I

SHALL ORDINANCE NO. O-1213-28 OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 8-503 OF CHAPTER 8 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN, OKLAHOMA, INCREASING THE EXCISE TAX UPON THE GROSS PROCEEDS OR GROSS RECEIPTS DERIVED FROM RENTS RECEIVED FROM OCCUPANCY OF HOTEL ROOMS BY ONE PERCENT (1%) TO A TOTAL OF FIVE PERCENT (5%) EFFECTIVE MAY 1, 2013 BE APPROVED?

The ballot used at said election shall set out the Proposition as above set forth and shall also contain the words:

1st ☐ YES - FOR THE ABOVE PROPOSITION
2nd ☐ NO - AGAINST THE ABOVE PROPOSITION

(If the voter desires to vote for the above Proposition, he shall mark the ballot accordingly; if he desires to vote against the above Proposition, he shall mark the ballot accordingly.)

That only the registered qualified voters of the City of Norman, Oklahoma, may vote upon the Proposition as above set forth.

The polls shall be opened at 7:00 o'clock a.m. and shall remain open continuously until and be closed at 7:00 o'clock p.m.

The special election shall be held at the same places and in the same manner prescribed by law for conducting county and state elections and the numbers and locations of the polling places and the persons who shall conduct said election shall be the same as for county and state elections, all as respectively designated and prescribed by the County Election Board of Cleveland County, Oklahoma.

WITNESS my hand as Mayor of the City of Norman, Oklahoma, and the Seal of said City affixed hereto on the _____ day of _____, 2013.

_____
Mayor

(SEAL)

ATTEST:

_____
City Clerk

City of Norman, OK

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

Master

File Number: R-1213-84

File ID:	R-1213-84	**Type:**	Resolution	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 41	**In Control:**	City Council
Department:	City Clerk Department	**Cost:**		**File Created:**	12/17/2012
File Name:	Resolution Special Election			**Final Action:**	

Title: RESOLUTION NO. R-1213-84: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GIVING THE SECRETARY OF THE CLEVELAND COUNTY ELECTION BOARD NOTICE OF A SPECIAL ELECTION TO BE HELD ON APRIL 2, 2013.

Notes: ACTION NEEDED: Motion to adopt or reject Resolution No. R-1213-84.

ACTION TAKEN: _____

Agenda Date: 01/22/2013

Agenda Number: 41

Attachments: R-1213-84 Special Election Resolution

Project Manager: Brenda Hall, City Clerk

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File R-1213-84

Resolution

R-1213-84

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GIVING THE SECRETARY OF THE CLEVELAND COUNTY ELECTION BOARD NOTICE OF A SPECIAL ELECTION TO BE HELD ON APRIL 2, 2013.

§ 1. WHEREAS, Title 26 of the Oklahoma Statutes, §13-102, requires Notice of Election be given to the Secretary of the Cleveland County Election Board by Resolution of the City Council; and

§ 2. WHEREAS, the purpose of the Special Election is set forth in Ordinance Nos. O-1213-28 and O-1213-29 which are incorporated herein by reference; and

§ 3. WHEREAS, the Special Election is to be conducted on the 2nd day of April, 2013.

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

§ 4. That notice be given of the Special Election by transmittal of this Resolution to the Secretary of the Cleveland County Election Board.

PASSED AND ADOPTED this 22nd day of January, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

City of Norman, OK

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

Master

File Number: GID-1213-49

File ID:	GID-1213-49	**Type:**	Executive Session	**Status:**	Non-Consent Items
Version:	1	**Reference:**	Item No. 43	**In Control:**	City Council
Department:	City Clerk Department	**Cost:**		**File Created:**	01/17/2013
File Name:	Executive Session Evaluation the City Manager			**Final Action:**	

Title: CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES TITLE 25 § 307(B)(1) IN ORDER TO EVALUATE THE CITY MANAGER AS REQUIRED BY SECTION 5(A) OF CONTRACT NO. K-0708-32.

Notes: ACTION NEEDED: Motion to adjourn out of the City Council and convene into an Executive Session in order to evaluate the performance of the City Manager as required by Section 5(a) of Contract No. K-0708-32.

ACTION TAKEN: _____

ACTION NEEDED: Motion to adjourn out of Executive Session and reconvene the City Council Meeting.

ACTION TAKEN: _____

Agenda Date: 01/22/2013

Agenda Number: 43

Attachments: Text File Exec Session

Project Manager: Brenda Hall, City Clerk

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File GID-1213-49

body

INFORMATION: Pursuant to 25 O.S., Section 307(B)(1), a public body is permitted to conduct an executive session to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee. Thereupon, this item is submitted for City Council's consideration.