



# CITY OF NORMAN, OK CITY COUNCIL SPECIAL MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069  
Tuesday, June 17, 2025 at 5:30 PM

## AMENDED AGENDA

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

### CALL TO ORDER

### AGENDA ITEMS

1. CONDUCTING A PUBLIC HEARING FOR CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ADOPTING RESOLUTION R-2425-111: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, DECLARING THAT CERTAIN STRUCTURE(S) IN THE CITY OF NORMAN ARE DILAPIDATED AND DETRIMENTAL TO THE HEALTH, SAFETY, BENEFIT AND WELFARE OF THE GENERAL PUBLIC; DIRECTING THE REMOVAL OF THE STRUCTURE; ESTABLISHING THE DATE IN WHICH THE WORK SHALL BE COMPLETED BY THE OWNER; AND AUTHORIZING THE CITY MANAGER TO TAKE STEPS TO CAUSE THE WORK TO BE COMPLETED BY THE CITY IF NOT COMPLETED BY THE OWNER WITHIN THE DATES SPECIFIED.
2. CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2425-128: SERVICE AND LEASE AGREEMENT WITH CITY CARE, INC., FOR THE OPERATION OF AN EMERGENCY OVERNIGHT SHELTER AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

### ADJOURNMENT



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** June 17<sup>th</sup>, 2025

**REQUESTER:** Anthony Purinton, Assistant City Attorney

**PRESENTER:** Anthony Purinton, Assistant City Attorney

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

### BACKGROUND:

City Code and State Statute both provide for procedures for a municipality to abate dilapidated buildings that have become detrimental to the health, safety, or welfare of the general public. This agenda item comes before City Council following the determination of various City Staff that the structures located at 1000 N. Interstate Drive are Dilapidated, as defined by both City Code Section 2-204(a) and Title 11 of Oklahoma State Statute section 22-112(c). This staff report is intended to explain the legal framework and authority for condemnation of dilapidated structures by City Council.

#### *Definition of a "Dilapidated Building"*

Section 2-204(a) of the Norman City Code defines a "Dilapidated Building" any building that meets one or more of the following:

- (1) A structure which, through neglect or damage, lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that said structure is a hazard to the health, safety or welfare of the general public;
- (2) A structure which is determined by the Code Compliance Officer in conjunction with the Director of Planning and Community Development or his designee to be an unsecured building under NCC 16-303(e), more than three times within any 12-month period;

- (3) A structure which has been boarded and secured under NCC 16-303(e), for more than 18 consecutive months; or
- (4) A structure declared by the municipal governing body to constitute a public nuisance.

For purposes of (2) and (3), the specific terms referenced within each are defined in Code Section 16-303(e) "Health Nuisances":

- (1) The term "boarding and securing" or "boarded and secured" means the closing, boarding or locking of any or all exterior openings so as to prevent entry into the structure.
- (2) The term "unsecured building" means any structure which is not occupied by a legal or equitable owner thereof, or by a lessee of a legal or equitable owner, and into which there are one or more unsecured openings such as broken windows, unlocked windows, broken doors, unlocked doors, holes in exterior walls, holes in the roof, broken basement or cellar hatchways, unlocked basement or cellar hatchways or other similar unsecured openings which would facilitate an unauthorized entry into the structure.

#### *Initial Determination by City Staff*

The process for abatement of Dilapidated Building by ordering its removal is set out in both City Code and State Statute. The process is initiated by Code Compliance. Upon inspection or observation of a dangerous or insecure building that meets the definition of a "Dilapidated Building", a City Code Compliance Inspector, with concurrence from the Planning Director (and Fire Marshall, if fire danger exists), can request the City Council order the removal of a building. Once Staff determines a building is Dilapidated, the Code Compliance Officer's written findings are sent to the City Clerk, who sets a date for a public hearing before City Council for the property owner to show cause why the findings should not be adopted.

#### *Hearing Before City Council*

The hearing in front of City Council is to provide Council the opportunity to be provided information so that it may make the following determinations related to the subject property: (1) whether the property is dilapidated and has become detrimental to the health, safety, or welfare of the general public and the community, or if the property creates a fire hazard which is dangerous to other property; (2) whether the building, if dilapidated, would be benefited by the removal of such conditions; and (3) whether the dilapidated building should be removed or remain in place with improvements made.

If Council determines that the building should be torn down, Council can order the property owner to be torn down and removed within a reasonable date. Immediately, the City can file a notice of dilapidation and lien against the property. If the owner fails to take property action within the time given, the City can take steps to demolish the property. The cost of demolition will then be a lien against the property, coequal with liens for ad valorem and superior in interest to other liens and titles against the property.

#### **DISCUSSION:**

Resolution R-2425-111 is presented to Council for consideration. This resolution was previously set on Council's agenda to be considered May 13, 2025. However, on May 6, 2025, the mortgage holder, First Bank and Trust, initiated a foreclosure action in Cleveland County District Court, which included an emergency motion for a temporary injunction seeking postponement of the

City's hearing. On May 12, 2025, the court granted the temporary injunction to allow the bank the opportunity to seek appointment of a receiver over the property, enjoining the City from conducting the hearing for a period of thirty (30) days from the date of the order. In compliance with the Court's order, the hearing was reset for June 17, 2025.

If adopted, the resolution will serve as the determination and findings of the Council as it relates to the subject property. The resolution, as written, generally makes the following findings: (1) that the building is dilapidated; (2) that the building is harmful to the health, benefit, and welfare of the public and constitutes a fire hazard; (3) the general public and community benefit from the building being demolished.

In addition to those findings, the resolution would also order the building to be demolished by the owner on or before July 31, 2025, and directs the City Manager to cause the work to be done by the City if the owner fails to demolish the building by that date. Although NCC Section 2-204(d) would normally require a 30-day timeline for the demolition of a dilapidated building, due to the scope of the demolition at issue, the additional time provided ensures the owner is given a reasonable timeframe for the demolition to be completed.

**RECOMMENDATION:**

Staff is available to answers Council's questions related to the subject property or Resolution R-2425-111.



R-2425-111

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, DECLARING THAT CERTAIN STRUCTURE(S) IN THE CITY OF NORMAN, OKLAHOMA ARE DILAPIDATED AND DETRIMENTAL TO THE HEALTH, SAFETY, BENEFIT AND WELFARE OF THE GENERAL PUBLIC; DIRECTING THE REMOVAL OF THE STRUCTURE; ESTABLISHING THE DATE IN WHICH THE WORK SHALL BE COMPLETED BY THE OWNER; AND AUTHORIZING THE CITY MANAGER TO TAKE STEPS TO CAUSE THE WORK TO BE COMPLETED BY THE CITY IF NOT COMPLETED BY THE OWNER WITHIN THE DATES SPECIFIED.

- § 1. WHEREAS, the structure(s) located at 1000 N. Interstate Drive, Norman, Oklahoma, more properly described as Lot 1, Block 1, REPLAT OF SPRING BROOK ADDITION 8, have been determined to be dilapidated by City Staff; and
- § 2. WHEREAS, City Staff, upon finding the condition of the property to be detrimental to the health, safety, and welfare of the general public and the community, submitted said findings to Norman City Council for consideration at a public hearing, recommending condemnation and removal of the structure(s); and
- § 3. WHEREAS, pursuant to a public hearing held by and before the Council of the City of Norman on June 17, 2025, notice of which was posted upon the subject property and mailed with a receipt of mailing to the property owner and mortgage holder at least fifteen (15) days prior, Council has found, based upon the evidence presented, all of which is incorporated herein and made a part hereof for all purposes, that the said structure(s) are dilapidated structure(s), as defined by Title 11 Oklahoma Statute, Section 22-112(C) and Norman City Code, Section 2-204(a); and
- § 4. WHEREAS, the Council further finds and declares that a reasonable date for commencement and the tearing down and removal of said structures shall be on or before June 18, 2025, and that a reasonable date for completion of such work shall be on or before July 31, 2025; and
- § 5. WHEREAS, in the event the required work is not performed by the property owners within the dates specified, the Council desires the City Manager, or his designee, to take further action to cause the required work to be performed by a contractor for the City and to pursue the recovery of costs for such work as provided for by law.

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

- § 6. THAT, as a result of the inspection and observation of the conditions of decay and/or disrepair regarding the structure(s) listed above, it has been determined that the structure(s) are dilapidated, as defined by Title 11 Oklahoma Statute, Section 22-112(C) and Norman City Code, Section 2-204(a), and have become harmful to the health, benefit and welfare of the general public and the community; create a fire hazard to the danger of life and other property; and the general public and the community would be benefitted by the demolition of the structure(s) on the property; and

R-2425-111

- § 7. THAT, the respective owners of said structures are hereby ordered and directed to complete such work within the dates specified below; and
- § 8. THAT, the respective owners of said structures are hereby ordered and directed to complete the demolition and removal of the structures, such work shall be commenced by said owners on or before June 18, 2025 and shall be completed on or before July 31, 2025.
- § 9. THAT, in the event the required work is not performed by the property owners within the dates specified, the Council does hereby authorize the City Manager, or his designee, to solicit for bids on such required work and is hereby directed to award said contract to the lowest and best bidder in order to cause the required work to be performed by a contractor for the City.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



# The City of NORMAN

201 West Gray, Bldg. • P.O. Box 370  
Norman, Oklahoma 73069 • 73070

Item 1.

OFFICE OF THE CITY CLERK  
Phone: 405-366-5406

May 29, 2025

FIRST BANK & TRUST CO.  
Norman Main Banking Center  
2330 36<sup>th</sup> Ave. NW  
Norman, OK 73070-1450

## VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

RE: 1000 N. INTERSTATE DRIVE, NORMAN, OK 73072

Dilapidated & Unsafe structure – Notice of Council Hearing for Condemnation & Demolition

Dear FIRST BANK & TRUST CO.:

This is to notify you that, in accordance with Section 2-204 of the Norman City Code (see enclosed copy) and Title 11 O.S. § 22-112 of Oklahoma State statutes, the Planning and Community Development Department and the Fire Marshal have determined that the building located at 1000 N. Interstate Drive is dilapidated and has become detrimental to the health, safety or welfare of the public. Enclosed with this notice are the written findings from those departments. City Council shall hold a public hearing to decide whether to adopt these findings and, if so, to determine whether to order condemnation and demolition of the dilapidated structure. At the hearing you will be allowed to an opportunity to be heard by City Council to show cause why the findings should not be adopted and/or why the structure should not be condemned.

**The hearing will be held during the City Council meeting scheduled for June 17, 2025, at 5:30 p.m. at the Norman City Council Chambers, located at 201 W. Gray Street in Norman, Oklahoma. Please arrange to attend this important meeting, or to send a representative.**

If the property records are incorrect and you are no longer the property owner, taxpayer, mortgage holder, or holder in any other interest of this property, or if you should need additional information, please contact Anthony Purinton, Assistant City Attorney, at 405-366-5427.

Sincerely,

Brenda Hall  
City Clerk

(Enclosure)

Certified Mail: 9489 0090 0027 6650 3646 04



# The City of NORMAN

201 West Gray • P.O. Box 370  
Norman, Oklahoma 73069 • 73070

Item 1.

OFFICE OF THE CITY CLERK  
Phone: 405-366-5406

May 29, 2025

NORMAN HOSPITALITY, INC  
PO BOX 22845  
OKLAHOMA CITY, OK 73123-1845

## VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

RE: 1000 N. INTERSTATE DRIVE, NORMAN, OK 73072

Dilapidated & Unsafe structure – Notice of Council Hearing for Condemnation & Demolition

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Sincerely,

Brenda Hall  
City Clerk

(Enclosure)

Certified Mail: 9489 0090 0027 6650 3645 98






## CITY OF NORMAN, OK STAFF REPORT

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**DATE:** 04/18/2025

**FROM:** Janita Hatley, Code Compliance Supervisor

**THROUGH:** Jane Hudson, Planning & Community Development Director 

**TO:** Darrel Pyle, City Manager  
Brenda Hall, City Clerk

**SUBJECT:** DILAPIDATED BUILDING LOCATED AT 1000 N. INTERSTATE DRIVE.

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**BACKGROUND:** The six-story hotel at 1000 N. Interstate Drive, built in 1984 with 150 guest rooms, operated for many years as a Sheraton Hotel, Holiday Inn and more recently, as The Norman Hotel. The Norman Hotel closed operations in late 2016 or early 2017.

### Code Violation History:

Since 2017, Code Compliance has addressed 56 code violations on the property. These include unsafe structure; health violations related to limbs, trash and debris; abandoned inoperable vehicles; dilapidated fence; graffiti on exterior; tall grass/weeds and more. The most frequent violation has been the structure being unsecured, which has occurred 14 times since the building became vacant. The City abated and boarded up the structure on 8 occasions, and the owner voluntarily secured the structure six times. In the past twelve months, the City has secured the structure on 4 occasions – April 2024, July 2024, and February 2025 and again in March 2025.

The history of Unsafe Structure notifications sent to the property owner further emphasizes the severity of the situation and the ongoing risks posed by the building. Here are the key points based on the timeline of these letters:

1. August 21, 2017 – First Unsafe Structure Letter:
  - a. Hazardous Violations Identified: The Fire Department's response to an alarm revealed significant hazards at the property, including a gas leak, non-functioning fire alarm, and electrical hazards. These violations posed a serious threat to the safety of anyone in or around the building.
  - b. Disconnection of Utilities: In response to the severity of the situation, the Fire Marshal ordered the disconnection of gas and electrical services, further highlighting the dangerous conditions within the structure.

## 2. December 16, 2021 - Second Unsafe Structure Letter:

- a. Continued Hazards: Despite multiple attempts by the owner to rectify the situation through renovation permits, the structure remained in a state of disrepair with ongoing safety hazards. The building was frequently unsecured, which allowed for trespassing, vandalism, and additional safety concerns.
- b. Failure to Comply: The owner's failure to bring the property into compliance, even after obtaining renovation permits and promising action, further aggravated the situation, leading to the issuance of this second Unsafe Structure letter.

These notifications underscore the building's prolonged state of disrepair and the repeated failure of the owner to address the hazardous conditions. The continuous neglect of these issues, coupled with the structure's potential to cause serious harm to the public, further supports the recommendation for declaring the building a dilapidated structure and moving forward with demolition.

A notice to the owner dated August 18, 2020, required installation of a fence around the dilapidated and unsafe structure. The fence was installed and remains in place today. The intent was to keep trespassers from entering the property and attempt to contain any falling debris from the building. The frequently damaged fence reveals that it is not completely successful in protecting the structure.

### Police Department Records Summary:

Records from the Police Department indicate a significant history of calls for service at this location, with a total of 145 incidents reported since 2016. Among these, 31 criminal charges have been filed, involving a wide range of offenses. Some of the most common offenses identified include:

- Larceny
- Burglary/Breaking & Entering
- Drug Equipment Violations
- Trespassing
- Warrants
- Destruction, Damage, and Vandalism of Property

**DISCUSSION:** City Code authorizes the City Council to determine whether a structure is dilapidated and should be removed, if certain conditions are met:

### 2-204 Removal of Dilapidated Buildings

(a) The term "dilapidated building" means:

1. A structure which, through neglect or damage, lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that said structure is a hazard to the health, safety or welfare of the general public;
2. A structure which is determined by the Code Compliance Officer in conjunction with the Director of Planning and Community Development or his designee to be an unsecured building under NCC 16-303(e), more than three times within any 12-month period;
3. A structure which has been boarded and secured under NCC 16-303(e), for more than 18 consecutive months; or

4. A structure declared by the municipal governing body to constitute a public nuisance.

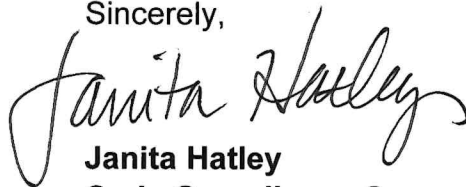
The structure has remained in a state of decay and dilapidation, and continues to pose a hazard to the health, safety and welfare to the general public. As stated before, the structure has been unsecured and open 14 times since the hotel discontinued operations. There is evidence, inside the structure, of repeated vandalism and trespassing with graffiti throughout the interior as well as fecal matter, trash and debris scattered about.

It is a dangerous and unsafe building to all who enter with the dilapidation, decay, mold, and the interior demolition that has left the 2<sup>nd</sup> floor completely open which would allow for anyone to simply fall off and suffer severe injuries. It would be an extremely unsafe structure for any Emergency Responders to enter, especially if filled with smoke in the case of a fire.

**RECOMMENDATION:** The current state of the building presents a significant risk to public safety, health and welfare. As such, staff recommends that the City Council declare the structure a Dilapidated Building and move forward with the demolition and removal process.

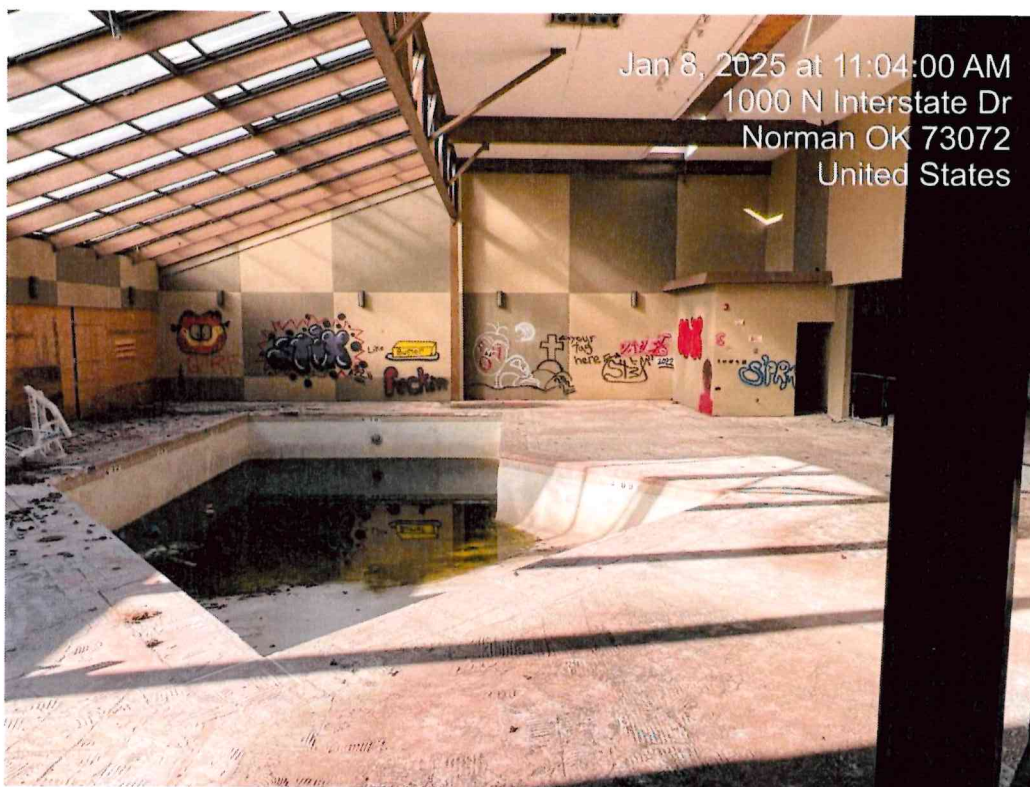
The persistent and worsening condition of the building has reached a point where demolition is the most effective and responsible course of action for ensuring the safety of the surrounding community.

Sincerely,



**Janita Hatley**  
**Code Compliance Supervisor**





Interior photo of swimming pool with stagnant water, trash & graffiti in the area. 1-8-2025



Exterior view of broken cover/windows over pool area 1-8-25



Exterior photo showing additional damage to pool covering 3-14-25



Unsecured entry on West side of building 3-14-25





2<sup>nd</sup> floor broken windows and 1<sup>st</sup> floor boarded windows/doors 1-8-2025



Looking up at 2<sup>nd</sup> floor from the ground floor 1-8-2025



North East view showing boarded up doors 1<sup>st</sup> floor and broken windows on upper floors  
3-14-25



West view showing broken & boarded up windows on upper floors - 3-14-25





North West view showing broken windows on upper floors and boarded windows on the end  
3-14-25



North view showing Boarded up Doors 1<sup>st</sup> floor and the Fence required by the City  
3-14-25



## CITY OF NORMAN, OK STAFF REPORT

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**DATE:** 04/18/2025

**FROM:** Greg Clark, Development Services Manager

**THROUGH:** Jane Hudson, Planning & Community Development Director

**TO:** Darrel Pyle, City Manager  
Brenda Hall, City Clerk

**SUBJECT:** DILAPIDATED BUILDING LOCATED AT 1000 N. INTERSTATE DRIVE.

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**BACKGROUND:** Records indicate the building at 1000 N. Interstate Drive was built in 1984 as a 6-story hotel. The ground floor was originally conference and assembly spaces with the 5-floors above containing guest rooms. As recent as 2011, the hotel was operated under the name of Holiday Inn.

The purpose of this report is to provide history and documentation of the condition of the building located at 1000 Interstate Drive to the Norman City Council, in an effort to provide background with respect to whether the building qualifies as a dilapidated building per Section 2-204 of the City of Norman Municipal Code.



(Google Street View October 2011)

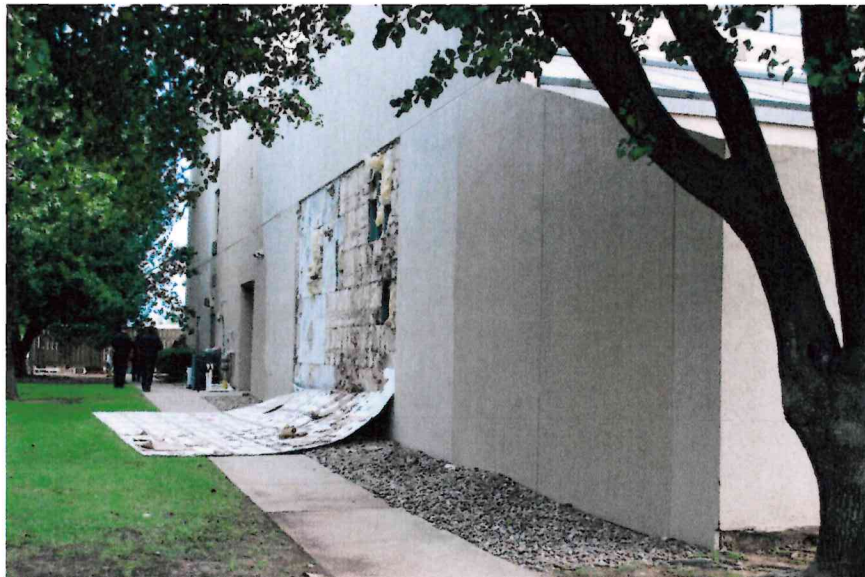


The building is owned by Norman Hospitality, Inc. and Country Records indicate they purchased the property in February of 1997. While we do not have an exact date the building stopped functioning as a hotel, it appears likely, based on the photos, that it stopped functioning in 2016.



(Google Street View October 2016)

In August of 2017, the City of Norman Code Compliance Division sent a notice of unsafe structure to the owners. The Norman Fire Department ordered that the utility meters be disconnected in advance of this notification. After receiving the notice, Norman Hospitality representatives communicated by email<sup>1</sup> dated 8/29/17 indicating they understood the building was defective and provided a list of action items they would follow. While some of the action items were followed up, to date, many of the items on the action list were not addressed.



(Google Street View October 2017)





(Norman Fire Department Photos 8/16/2017)



(Norman Fire Department Photos 8/16/2017)



(Norman Fire Department Photos 8/16/2017)

From August 2017 to April of 2018, there was some evidence of activity – dumpsters were rented for the site from the City of Norman on several occasions. In April of 2018, a permit

was applied for to restore the building. The scope of work was to remodel/repair the building, which included a detailed report by a building hygienist JH Held, that detailed areas throughout the building that required repair due to moisture damage from the envelope of the building not repelling moisture. While the application was submitted in April of 2018, the permit was not issued until May of 2019. While there can be a number of variables with a permit application, this is a rather long duration for a permit application to be in review. The bulk of this time was City Staff waiting on responses from the applicant on plan review questions.

In September of 2019, it was reported and observed that there were further concerns regarding the structure. Multiple structural columns at the south drive-through had columns that were clearly defective, most likely because of moisture issues with excessive rust prevalent.

With no inspections occurring on the restoration building permit, coupled with the new structural concerns observed regarding the defective columns, the restoration permit was considered abandoned and the application expired on 11/17/2019.



(9/19/2019 photos of a columns at the south drive through by Building Inspector)





(9/19/2019 photos of a columns at the south drive through by Building Inspector)

On December 16, 2019, it was noted by Norman Fire Department staff by email<sup>2</sup> to Norman Hospitality that there had been multiple alarm calls, break-ins, further damage to the building from copper theft, and a flood event. This collection of activities resulted in Norman Fire Department again having the utilities disconnected, including electrical and water service. Other than temporary electrical power to provide some temporary lighting, the site has not had any permanent services since this time (Sewer, Water, Gas, and Electrical).

During 2020, there were no notable improvements to the structure. In fact, the structure appeared further deteriorated. The most dramatic evidence was continued deterioration of exterior wall coverings. On November 19 2020,<sup>3</sup> staff emailed Norman Hospitality representatives informing them that condemnation proceedings would begin.



(South façade wall covering failure. 9/1/2020 provided by a neighboring business)

Norman Hospitality followed up on the structural column issue with an application of a structural repair permit on December 17, 2020. The permit was issued on February 8, 2020 and the work and permit were closed out on April 29, 2021.

With limited efforts being made to make the building safe and functional, staff visited the site on July 7, 2021 and observed further deterioration of the building. This was documented to Norman Hospitality representatives in an email on July 8, 2021<sup>4</sup>. In this communication staff requested timelines for significant bench marks for the project's future. Norman Hospitality representatives responded on July 12, 2021<sup>5</sup> by email indicating the following:

- Demolition work would be complete by August 2021
- Drawings including a request for permit would be complete by September 2021
- Project restoration to be concluded by July 2022.

Staff collectively accepted this timeline but noted that if they failed to comply with the timelines staff would pursue declaring the building unsafe.

In October of 2021, the proposed timeline had already missed the benchmark of submission of plans and permit application. Staff requested a site meeting to better document the conditions inside the building to establish a record of the condition of the building interior. Staff met on 10/13/2021 and walked some of the building. Below are a few of many photos from the walkthrough.





(10-13-21 photos from walkthrough by Building Official)



(10-13-21 photos from walkthrough by Building Official)



(10-13-21 photos from walkthrough by Building Official)



(10-13-21 photos from walkthrough by Building Official)





(10-13-21 photos from walkthrough by Building Official)

After the staff site visit on 10/13/21 and the building having to be secured repeatedly by the City of Norman, a “Notice of Unsafe Structure”<sup>6</sup> was issued on 12/16/2021. The “Notice of Unsafe Structure”<sup>6</sup> is a comprehensive document that details how the structure is unsanitary, has deficient means of egress, inadequate light and ventilation, has fire hazards, inadequate maintenance and is otherwise dangerous to human life or public welfare. The notice further details the steps required to remedy the multitude of concerns. The notice also required that the existing building be inspected by an engineer to determine whether the existing building was structurally safe at this time and safe for any current or future work, should that occur. This notice required remedies no later than August 31 of 2022, or the owner was to provide an alternative proposal or timeline for consideration by the City of Norman.

After this “Notice of Unsafe Structure”<sup>6</sup> was issued, City of Norman staff and Norman Hospitality representatives met on several occasions and corresponded about the notice. On 4-29-22 Norman Hospitality provided an engineer’s report from Larry Schmalz, PE<sup>7</sup> documenting the building was still capable of carrying the anticipated loads that it was designed. On accepting the report, we requested an updated schedule per the terms of the “Notice of Unsafe Structure”. On June 20<sup>th</sup> 2022 an email<sup>8</sup> was sent with a project schedule indicating the building would be made safe with a completion date of June 30, 2023. City of Norman staff accepted this proposal to make the building safe.





(Site Visit 7-27-23. Photo by Building Official)

Through the remainder of 2022 and the first half of 2023 there were no signs of any interior improvements to the structure. Staff pressed the owners several times for clarification on the lack of progress. On June 15 of 2023, plans were submitted for improvements to the structure. While the plans were in review, City of Norman staff required Norman Hospitality to provide a new timeline to make the building safe. Per email and attachment on July 17, 2023<sup>9</sup> the owner proposed a revised completion deadline of 12/23/24. Staff accepted the revised timeline with hopes that the permit application and issuance was showing good faith to move the building forward. Staff performed reviews timely on the plans; however, the permit process was prolonged due to the owner's delayed responses and correction of plan review items. Eventually, the owner responded and submitted corrected plan documents and the permit was ready for issuance. The fees for the permit were paid and the restoration permit was issued 4/19/24.

The owner/builder requested no inspections after the permit was issued in April of 2024. With no activity and the revised deadline of 12/23/24 passing, staff informed Norman Hospitality the permit was now expired and they were outside the deadline they provided in accordance with the "Notice of Unsafe Structure"<sup>6</sup>. Staff requested to visit the site to see its current condition. On 1/8/2025 staff visited the site. The condition of the site appeared deteriorated from our prior visit from 2023. There was more graffiti, broken glass, human waste and general vandalism throughout the structure. If there were any improvements made in the scope of the permit, it was unlikely and certainly not evident.

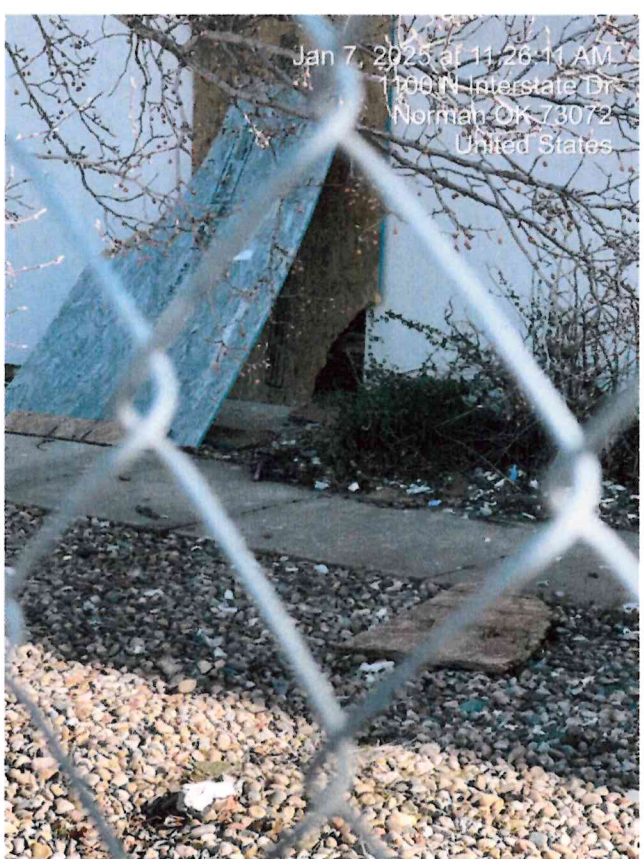
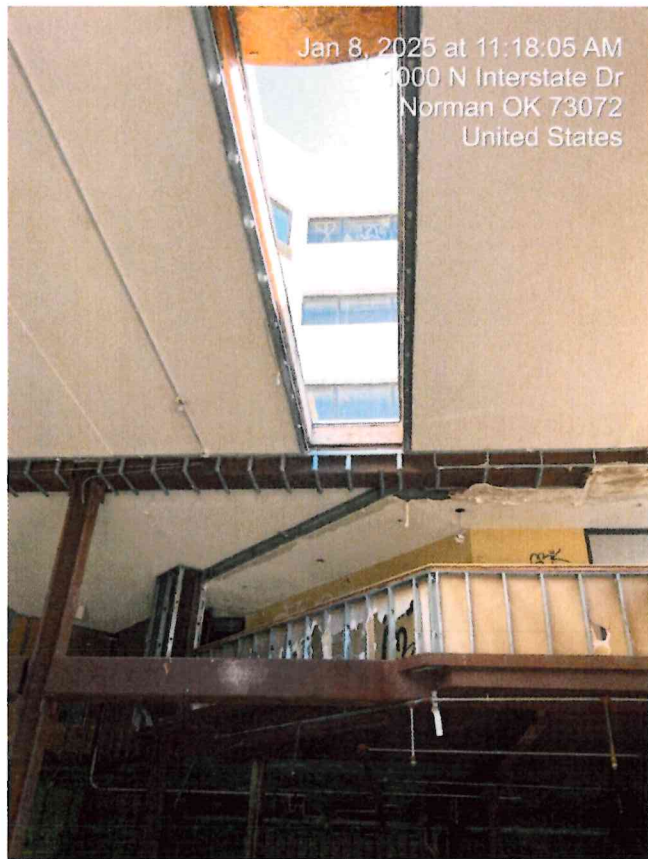
On 1/07/2025, Ocean Ridge (representing Norman Hospitality) submitted a request for an extension of the permit by email.<sup>10</sup> A revised schedule was provided by email<sup>10</sup> on 1/10/25 with a proposed completion date of 12/22/2025. After review of the request, staff rejected the extension by email on 1/13/2025 and provided further clarifications to the rejection by email<sup>11</sup> on 1/14/2025. While there were a number of reasons to not allow the extensions, the primary reason was the request did not differ in a significant way from the multiple documented previous requests: it was a pledge to perform a duty with nothing tangible to suggest this would



actually occur. And further, as the property owner stated in their extension request<sup>10</sup> a lender change has impacted their ability to proceed as they seek new financing.



(1/8/2025 site visit. Photos by Code Inspectors)



(1/7/2025 and 1/8/2025 site visit. Photos by Code Inspectors)





(1/8/2025 site visit. Photos by Code Inspectors)

**CONCLUSION:** The purpose of the report is to provide information and context to determine if a building is a dilapidated building as defined by 2-204 of the City of Norman Municipal Code.

From Section 2-204 of the Municipal Code.

The term "dilapidated building" means a building would have one or more of the following conditions.

1. A structure which, through neglect or damage, lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that said structure is a hazard to the health, safety or welfare of the general public;
2. A structure which is determined by the Code Compliance Officer in conjunction with the Director of Planning and Community Development or his/her designee to be an unsecured building under NCC 16-303(e), more than three times within any 12-month period;
3. A structure which has been boarded and secured under NCC 16-303(e), for more than 18 consecutive months; or
4. A structure declared by the municipal governing body to constitute a public nuisance.

Other staff will better articulate and provide support for items 2 and 3 of these conditions. However, based on all evidences in the history and itemized detail in the "Notice of Unsafe Structure"<sup>6</sup> from 12/16/21, the building is a dilapidated building, which continues to be neglected.

The building continues to decay, and there have been limited or no repairs. The building is a hazard to the public.

There have been a number of documented timelines provided by Norman Hospitality and their representatives. Below is a summary of some of the written timelines provided to remedy the building.

- 7/12/21: Timelines provided by Ocean Ridge indicated a completion date of 07/2022
- 01/13/22: Initial response to the "Unsafe Building Notice" by Premiere indicating a 07/31/22 completion date
- 6/27/22: Owners representative of Premiere revised the completion date in the "Unsafe Building Notice" to 6/30/2023<sup>8</sup>
- 10/17/22: Owners representative requesting a revised completion date of 10/30/23
- 7/17/23: Owners representative requesting a revised completion date of 12/23/24<sup>9</sup>

With improvements to the interior spaces of limited scope or none and the failure to remotely comply with timelines that the owners and their representatives have set, it is difficult for me to project a path forward with current ownership of the building.

Additionally, as the building has been declared an unsafe building in accordance with the International Building Code and the building owners continue to fail to remedy the conditions outlined in the notice within the agreed upon timelines, there is further cause to require it to be demolished.

Sincerely,



**Greg Clark**  
**Development Services Manager**

(Enclosure)



**Date:** March 3, 2025  
**To:** City of Norman Council Members  
**From:** Norman Fire Department Prevention Division  
**Subject:** Request for Action – 1000 North Interstate Drive

Members of the City Council,

The Norman Fire Department Prevention Division is bringing to your attention significant safety concerns regarding the structure located at 1000 North Interstate Drive. In accordance with the City of Norman's adoption of the International Fire Code (IFC), Section 111, the Norman Fire Marshal has determined this building to be unsafe due to several critical hazards, outlined below:

1. **Deteriorated Building Condition** – The deteriorated condition of the structure creates a life-threatening hazard, not only for trespassers but also for firefighters and emergency responders should an incident occur.
  - a. An initial fire inspection was conducted in August 2017 to assess the safety of the structure. A report was issued to the property representatives, identifying several corrective actions to address.
  - b. These violations were not addressed, leading to the Fire Marshal exercising authority under International Fire Code (IFC) 113.1, "*Authority to Disconnect Service Utilities.*" As a result, no utilities have been active at this property since 2019.
  - c. In accordance with IFC 111.2, the structure was ordered to be evacuated and remain unoccupied until the following conditions were met:
    - i. A correction plan was approved.
    - ii. No serious life safety hazards were present, as determined by the authority having jurisdiction.
  - d. Despite the structure presenting significant deficiencies during the initial 2017 inspection, it has continued to deteriorate with no signs of improvement.
2. **Unsecured Access and Illegal Entry** – The property is being accessed by unauthorized individuals, increasing the risk of criminal activity, potential injury, and potential liability concerns for the City.
  - a. It is apparent that security measures to prevent unauthorized access have been overcome by trespassers.
  - b. Extreme hazards are present to trespassers and first responders due to the lack of fire protection systems, fall restraints, and emergency egress illumination.
3. **Compromised Fire Protection Systems** – The building's fire protection systems have been vandalized and/or removed, leaving the structure highly vulnerable to fire with no means of suppression or early detection.
  - a. The building owner was notified of the issues with the fire protection system as early as August of 2017. Again in May of 2018, and as recent as April 2024.
  - b. Fire Sprinkler plans were submitted, reviewed, and approved February 2022 with no work conducted. Though a permit was submitted and approved on April 2024, the

requirement for fire standpipes to be in working order throughout the renovation per International Fire Code (IFC) 3313.1 was never completed.

- c. As the City continued to support the rehabilitation effort, the requirement for working standpipes was continually communicated to the property owner(s).
- d. The conditions of the existing fire protection systems have increasingly diminished since the last recorded third-party inspection dated June/July 2017.

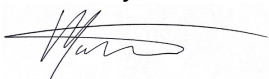
The structure has deteriorated due to neglect and the lack of necessary repairs, reaching a state of decay or partial ruin.

- No active utilities:
  - No water to the structure for fire attack
  - No electricity causing low visibility
- Lack of fire protection systems:
  - All fire sprinkler, standpipe, and fire alarm components have been removed
- Missing fall restraints:
  - No adequate stairwell restraints
  - No fall protection from second floor overlooking the first floor
- Unknown occupants:
  - With unknown trespassers accessing the structure, this building would require a Primary and Secondary search during a fire event to ensure no occupants were not inside.

This condition now poses a significant hazard to the health, safety, and welfare of the public, as well as to emergency responders. Given these critical safety concerns, we strongly urge the City Council to take immediate action to address the ongoing danger the building presents. Proactive measures will help prevent potential injuries, reduce fire hazards, and enhance public safety while also protecting emergency services personnel.

We appreciate your attention to this urgent matter and are available to provide further information or discuss the necessary steps for remediation. Please do not hesitate to contact the Prevention Division at 405-307-7218 with any questions.

Sincerely,



Matthew Elliott  
Fire Marshal  
Norman Fire Department  
[Matthew.Elliott@NormanOK.gov](mailto:Matthew.Elliott@NormanOK.gov)  
405-307-7101



Aaron Easter  
Planning Officer  
Norman Fire Department  
[Aaron.Easter@NormanOK.gov](mailto:Aaron.Easter@NormanOK.gov)  
405-366-5242





## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 6/17/25

**REQUESTER:** Anthony Purinton, Assistant City Attorney

**PRESENTER:** Anthony Purinton, Assistant City Attorney

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2425-128: SERVICE AND LEASE AGREEMENT WITH CITY CARE, INC., FOR THE OPERATION OF AN EMERGENCY OVERNIGHT SHELTER AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

### BACKGROUND:

Since October of 2022, the City has contracted with a provider to operate an emergency overnight shelter at a City-owned facility located at 109 West Gray. In January 2025, City Care Inc. took over as operator of the facility under contract K-2425-58, the term of which extended to the end of the City's fiscal year, June 30, 2025. A new contract, K-2425-128, is necessary to continue shelter operations for the 2025-2026 fiscal year.

### DISCUSSION:

#### *Overview of Contract Terms*

This agreement, Contract K-2425-128, is similar to the City's current contract with City Care, K-2425-58. Some of the basic provisions of the agreement are briefly summarized below:

- |               |   |
|---------------|---|
| Term:         | The term of the agreement is July 1, 2025 to June 30, 2026.   |
| Location:     | The agreement leases specific areas of the City-owned property at 109 West Gray for use as an overnight shelter. An amendment or new agreement will be necessary if the shelter operation moves to a different location.  |
| Compensation: | <p>Compensation for shelter expenses and staffing is on a reimbursement basis, subject to adequate funding appropriation by City Council. The contractor is required to provide services subject to and in accordance with a Program Budget, which is attached as an exhibit to the contract.</p> <p>Necessary expenses for shelter operations will be reimbursed at cost, in addition to an administrative fee of twelve and one-half percent (12.5%) of the total budget amount, paid monthly. The previous</p> |



administrative fee was set at ten percent (10%) of the total monthly reimbursement expenses requested. The increased administrative fee is to account for additional administrative expense and staff time necessary for City Care to apply for additional outside funding to offset the City's contribution for the shelter. Shifting the administrative fee from a percentage of the reimbursed amount to a fixed amount allows for administrative costs of the contractor to continue to be met in the event that they successfully obtain outside funding, which would reduce the amount of reimbursement the City ultimately pays.

The Program Budget amounts to a monthly budget of \$67,437.65, for a total annual operating budget of \$809,251.77. This amount is approximately a seven percent (7%) increase of the initial budget. Other than the administrative fee, the increased costs are attributable to increases in linen services and program supply costs. It should also be noted that the budget is for reimbursement of expenses, meaning that actual expenses may be more or less than the total budget amount.

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

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

### *Funding*

Appropriation of funding is recommended to account for the full amount of the Program Budget amount. An amount of \$752,400 is available in the budget for FYE 26 in Professional Services – Community Intervention (10110110-44029). An additional appropriation of \$56,851.77 is recommended as described below.

### **RECOMMENDATION:**

Staff presents contract K-2425-128 for City Council's consideration. If approved, Staff recommends appropriation from the General Fund balance in the amount of \$56,851.77 to reflect the total Program Budget amount (\$809,251.77), as shown in Figure 1, below:

**Figure 1. Appropriation and Funding Sources**

Losing Account(s)	Gaining Account(s)	Amount
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General Fund Balance (10-29000)	Professional Services – Community Intervention (10110110-44029)	\$56,851.77
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## **SERVICE AND LEASE AGREEMENT FOR THE OPERATION OF AN EMERGENCY OVERNIGHT SHELTER**

THIS AGREEMENT (“**Agreement**”) is dated this \_\_\_\_ day of \_\_\_\_\_ 2025 (the “**Effective Date**”) by and between the City of Norman, Oklahoma, a municipal corporation (“**City**”), and City Care Inc., a not-for-profit corporation (“**Contractor**”). In consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

### **Section 1: Scope of Work to be Performed by Contractor**

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

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

### **Section 2: Term**

Subject to appropriation of sufficient funding by the Norman City Council, the term of this Agreement shall be from July 1, 2025 through June 30, 2026 (“**Agreement Term**”); however, prior to the end of the Agreement Term, the Parties may extend this Agreement upon mutual written agreement. This Agreement may be terminated at any point during the Terms specified in this section as provided in *Section 9: Termination*.

### **Section 3: Lease Agreement**

#### **3.1 Leased Premises.**

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

#### **3.2. Acceptance of Premises.**

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

#### **3.3 Uses.**

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

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

#### 3.4 Rent.

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

#### 3.5 Maintenance.

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

#### 3.6 Improvements.

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

#### 3.7 Utilities

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

#### 3.8 City's right to enter.

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

### 3.9 Contractor's Personal Property.

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

### 3.10 Asbestos.

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

## **Section 4: Responsibilities of Contractor**

### 4.1 Meetings

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

### 4.2 HMIS Records and Reporting

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

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

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

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



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

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

#### 4.3 Staffing

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

#### 4.4 Security Sub-Contractor

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

#### 4.5 Required Policies and Procedures

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

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

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

## **Section 5: Independent Contractor Status**

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

## **Section 6: Compensation**

### **6.1 Use of Funds Generally**

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

### **6.2 Funding Subject to Appropriation**

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

### 6.3 Program Budget

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

### 6.4 Reimbursement

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

### 6.5 Request for Payment

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

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



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

#### 6.6 Limitations on Expenditures

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

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

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

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

### **Section 7: Financial Accountability**

#### 7.1 Financial Management

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

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

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

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

#### 7.2 Dedicated Bank Account

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

#### 7.3 Audit Rights

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

#### 7.4 Improper Payments

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

### **Section 8: Insurance and Indemnification**

#### 8.1 Insurance Required

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

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

### 8.2 Indemnification of City

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

## **Section 9: Termination**

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

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



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

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

**Section 10: Misc. Provisions**

**10.1 Assignability and Subcontracting.**

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

**10.2 Governing Law**

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

**10.3 Compliance with Laws.**

All activities of Contractor, its employees, subcontractors and/or agents will be carried out in compliance with all applicable federal, state, and local laws and regulations.

**10.4 Complete Agreement.**

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

**10.5 Severability.**

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

**10.6 Notices.**

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

**To CITY:**

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

[Shannon.Stevenson@NormanOK.gov](mailto:Shannon.Stevenson@NormanOK.gov)

With CC to:

[Anthony.Purinton@NormanOK.gov](mailto:Anthony.Purinton@NormanOK.gov)

**To CONTRACTOR:**

City Care Inc.

Rachel Freeman, Chief Executive Officer

[rachel@citycareokc.org](mailto:rachel@citycareokc.org)

6001 N. Classen Blvd., Building 5, OKC, OK 73118

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

10.7 Counterparts.

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

10.8. Warranty of Authority.

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

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 2025.

The City of Norman  
(City)

City Care Inc.  
(CONTRACTOR)

Signature \_\_\_\_\_

Signature\_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date\_\_\_\_\_

Date\_\_\_\_\_

Attest:

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Corporate Secretary

APPROVED as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
CITY ATTORNEY



## **Exhibit A**

### **Program and Service Requirements**

#### **Intake and Admission**

##### **Eligibility**

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

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

##### **Housing-First Model**

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

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

##### **Intake and Exit Process**

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

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

#### **Hours of operation**

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

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

- e. An active hail or tornado warning.

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

### **Client Services**

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

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

### **Janitorial Services**

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

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

### **Minimum Security and Safety Measures**

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

#### **Security and Safety Measures**

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

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

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

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

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

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

### Fire Watch

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

### Prohibited Activities:

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

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

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

#### Staff and Subcontractor Safety Training

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

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

#### Maximum Capacity:

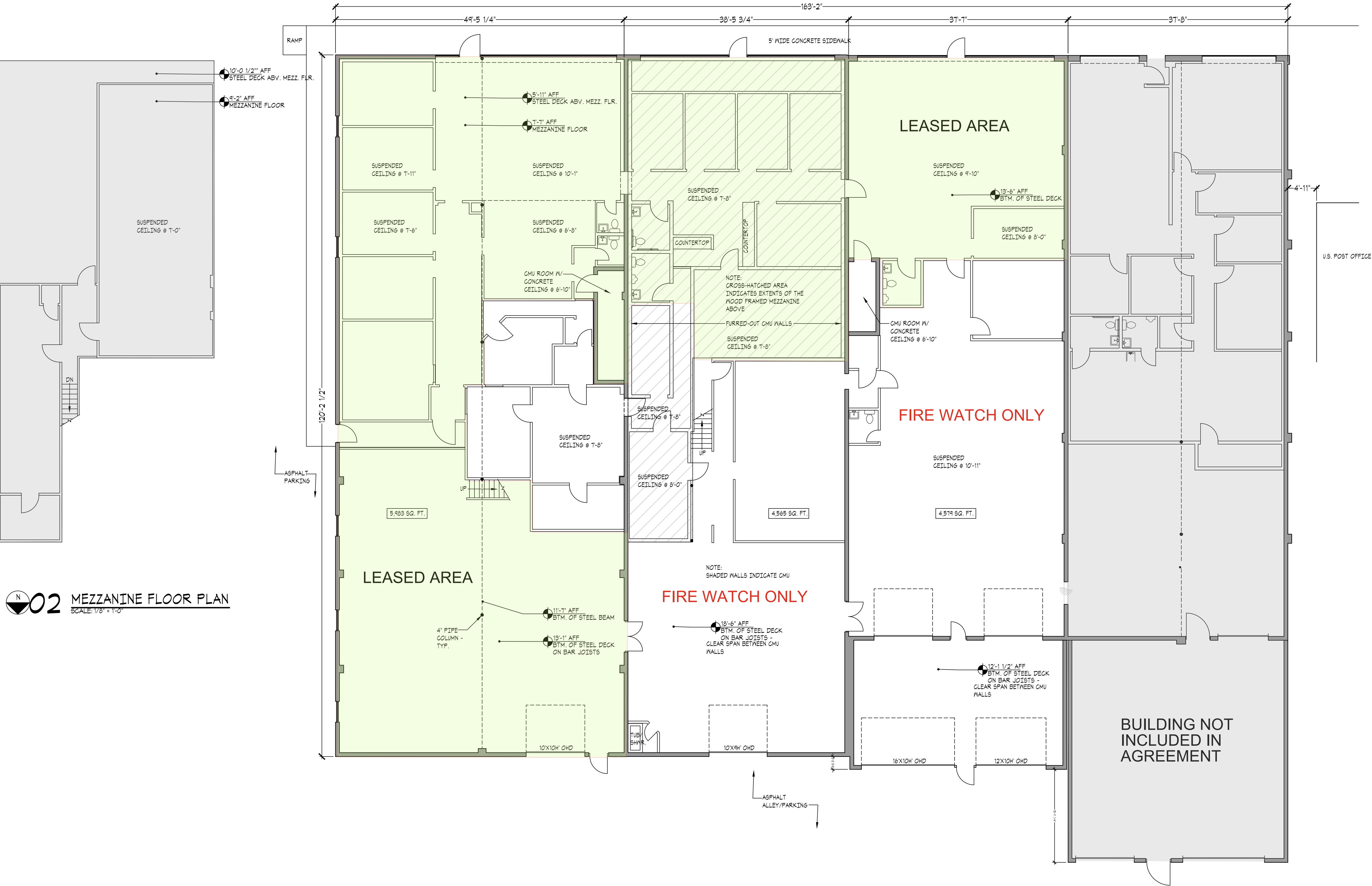
The maximum capacity of available beds may not exceed 52 beds, unless otherwise approved in writing by City Manager or designee and the appropriate code officials.



**Exhibit B**

**Floorplan of Building showing Leased Premises**

# EXHIBIT B1



**Exhibit C**  
**Program Budget**

2025-2026 Norman Shelter Budget	Amount	
	Monthly	Annual
Cleaning & Cleaning Supplies	\$4,000.00	\$48,000.00
Program Supplies	\$3,000.00	\$36,000.00
Linens	\$3,235.66	\$38,827.88
Exterminator	\$600.00	\$7,200.00
Building Maintenance	\$250.00	\$3,000.00
Uniforms	\$60.00	\$720.00
Security	\$7,333.33	\$88,000.00
Wages, taxes, Wrk Comp	\$41,465.59	\$497,587.03
Admin Fee 12.5%	\$7,493.07	\$89,916.86
Total	\$67,437.65	\$809,251.77



NORMAN SHELTER STAFFING	Taxable Wages & Benefits				Non-taxable Benefits						
	Salary	Holiday Bonus	Wellness	Total Cash Comp	401(k) Match @ 3%	Health	STD	LTD	Life	Phone Reimbursement	Total Fringe
Shelter Manager	65,000	717	300	\$66,017.00	N/A (Yr 1)	6,032	307	137	126	480	\$7,081.40
Navigator	40,560	717	300	\$41,577.00	N/A (Yr 1)	6,032	192	85	126	N/A	\$6,434.68
Navigator PT	29,406	717	300	\$30,423.00	N/A (Yr 1)	N/A	N/A	N/A	N/A	N/A	\$0.00
Eve Shift Lead	40,560	717	300	\$41,577.00	N/A (Yr 1)	6,032	192	85	126	N/A	\$6,434.68
Eve Advocate	36,400	717	300	\$37,417.00	N/A (Yr 1)	6,032	172	76	126	N/A	\$6,406.30
Eve Shift Lead PT	29,406	717	300	\$30,423.00	N/A (Yr 1)	N/A	N/A	N/A	N/A	N/A	\$0.00
Eve Advocate PT	26,390	717	300	\$27,407.00	N/A (Yr 1)	N/A	N/A	N/A	N/A	N/A	\$0.00
Night Shift Lead	40,560	717	300	\$41,577.00	N/A (Yr 1)	6,032	192	85	126	N/A	\$6,434.68
Night Advocate	36,400	717	300	\$37,417.00	N/A (Yr 1)	6,032	172	76	126	N/A	\$6,406.30
Night Shift Lead PT	29,406	717	300	\$30,423.00	N/A (Yr 1)	N/A	N/A	N/A	N/A	N/A	\$0.00
Night Advocate PT	26,390	717	300	\$27,407.00	N/A (Yr 1)	N/A	N/A	N/A	N/A	N/A	\$0.00
Wages & Benefits Totals	400,478	7,887	3,300	\$411,665.00	N/A (Yr 1)	36,192	1,225	545	756	480	\$39,198.05

	Monthly	Annual
7.95%	\$2,283.92	\$32,727.37
Work Comp	\$1,166.38	\$13,996.61
TOTAL WAGES, TAXES, WORK COMP, BENEFITS	\$41,465.59	\$497,587.03

**Exhibit D**  
**Invoice Form**

# City of Norman Request for Reimbursement

Item 2.



City Care Inc.

Contact Person:

Service Month (due the 10th each month):

Date:

## Wages & Benefits (supporting documentation must be attached)

<u>Employee Name &amp; Title</u>	<u>Rate/Hour</u>	<u>Total Regular Hours</u>	<u>Total Overtime/ Holiday Hours</u>	<u>Total</u>
	\$ -			\$ -
	\$ -			\$ -
	\$ -			\$ -
	\$ -			\$ -
	\$ -			\$ -
	\$ -			\$ -
	\$ -			\$ -
	\$ -			\$ -
	\$ -			\$ -
<b>Total Wage and Benefit Expenses</b>	<b>\$</b>			<b>-</b>

## OPERATING EXPENSES (supporting documentation including invoices paid, receipts, etc. must be attached)

<u>Item</u>	<u>Total</u>
Cleaning	\$ -
Program Supplies	\$ -
Linens	\$ -
Exterminator	\$ -
Phone / Internet	\$ -
Building Maintenance	\$ -
Milage for Admin	\$ -
	\$ -
Security	\$ -
	\$ -
<b>Total Operating Expenses</b>	<b>\$</b>

## ADMINISTRATIVE FEE

**Total Administrative Fee (Fixed amount at 12.5% of Contract Budget )** **\$7,493.07**

## TOTAL EXPENSES

**TOTAL REIMBURSEMENT REQUEST** **\$** **-**

*I certify, as an authorized representative of City Care Inc., the incurred costs detailed in this request for reimbursement are accurate, and correspond with the terms and conditions of the Agreement. The costs included in this request for reimbursement are allowable, eligible, paid, and have not been reimbursed by another entity.*

**AUTHORIZED SIGNATURE, TITLE:**

DATE