



# CITY OF NORMAN, OK CITY COUNCIL SPECIAL MEETING

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

Tuesday, June 13, 2023 at 5:00 PM

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## 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 contact the ADA Technician at 405-366-5446, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.*

### CALL TO ORDER

### DISCUSSION ITEMS

1. DISCUSSION REGARDING PROPOSED ORDINANCE O-2223-48 REGULATING UNSOLICITED WRITTEN MATERIALS.
2. DISCUSSION REGARDING THE EMERGENCY SHELTER LEASE LOCATED AT 109 WEST GRAY STREET.

### AGENDA ITEMS

3. CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES, TITLE 25 § 307(B)(3) TO DISCUSS THE ACQUISITION OF REAL PROPERTY IN CONJUNCTION WITH THE JENKINS AVENUE 2019 BOND PROJECT.

### ADJOURNMENT



## CITY OF NORMAN, OK STAFF MEMORANDUM

**MEETING DATE:** 6/13/2023

**REQUESTER:** City Council

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

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2223-48 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA ADDING ARTICLE 16-XI UNSOLICITED WRITTEN MATERIALS TO CHAPTER 16 HEALTH AND SAFETY, SECTIONS 16-1101 THROUGH 16-1103 TO ADD DEFINITIONS, PROHIBITIONS ON PLACEMENT OF UNSOLICITED WRITTEN MATERIALS, AND PENALTIES FOR VIOLATIONS THEREOF; AMENDING APPENDIX B CITY OF NORMAN PENALTY AND FINE SCHEDULE TO INCLUDE PENALTY FOR VIOLATIONS OF SECTION 16-1102; AND PROVIDING THE SEVERABILITY THEREOF

### BACKGROUND:

For the past 10+ years, the City Attorney's office has regularly updated Council on potential solutions to the City's longstanding issues with the haphazard distribution of unsolicited written materials, which tend to end up in City streets and storm drains. The last update was presented to the City Council's Oversight Committee on 3/9/23, where staff was asked to prepare and ordinance regulating the distribution of unsolicited written materials. The Staff Memo from that meeting is included in the material for this agenda item.

### DISCUSSION:

This ordinance closely resembles an ordinance by the Lexington-Fayette County Government that was upheld in the Sixth Circuit in 2018. After presentation of the Lexington-Fayette ordinance by City Staff, City Council expressed interest in adopting a similar ordinance. After recommendation from the City Attorney's Office, the City began efforts to document the effects of haphazard distribution of these materials in order to ensure that such effects warranted passing any regulation. Staff presented findings on 3/9/23 to the Oversight Committee, which demonstrated that careless distribution of these materials caused them to drift into City streets, onto stormwater grates, and into the City's stormwater system. As a result, the materials end up being sources of visual blight, reducing the effectiveness of the City's stormwater system, and end up polluting the areas where the stormwater system discharges.

The proposed ordinance simply regulates where unsolicited written materials may be placed when delivered to a premises in Norman, thereby preventing these materials from straying into streets and stormwater systems. As proposed, the materials may only be placed in the following locations:

- (1) On a porch, if one exists, nearest the front door; or
- (2) So that such materials are securely attached to the front door; or
- (3) Through a mail slot on the front door or principal structure, if one exists, as permitted by the United States Postal Service Domestic Mail Manual, Section 508 Recipient Services, Subsection 3.1.2; or
- (4) Between the exterior front door, if one exists and is unlocked, and the interior front door; or
- (5) Where permitted, in a distribution box located on or adjacent to the premises; or
- (6) Personally with the owner, occupant, and/or lessee of the premises.

Upon citation and conviction of a violation of these regulations, offenders could be punished by a fine from \$50.00 - \$750.00.

**RECOMMENDATION:**

City Staff presents O-2223-48 to City Council for consideration. Given that a similar ordinance was recently upheld in the Sixth Circuit, there is a good likelihood that the City's ordinance would be similarly upheld by courts in the Tenth Circuit, if challenged. As such, Staff recommends approval of O-2223-48.

**CITY OF NORMAN  
ORDINANCE O-2223-48**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA  
ADDING ARTICLE 16-XI UNSOLICITED WRITTEN MATERIALS TO  
CHAPTER 16 HEALTH AND SAFETY, SECTIONS 16-1101 THROUGH 16-1103 TO  
ADD DEFINITIONS, PROHIBITIONS ON PLACEMENT OF UNSOLICITED  
WRITTEN MATERIALS, AND PENALTIES FOR VIOLATIONS THEREOF;  
AMENDING APPENDIX B CITY OF NORMAN PENALTY AND FINE  
SCHEDULE TO INCLUDE PENALTY FOR VIOLATIONS OF SECTION 16-1102;  
AND PROVIDING THE SEVERABILITY THEREOF.**

WHEREAS, the City of Norman, Oklahoma ("City") is concerned about the proliferation of litter and visual blight within the community; and

WHEREAS, the City finds that deliveries of unsolicited written materials are being haphazardly made throughout the City, including by distributing such materials on sidewalks, yards, driveways, and streets with no means to ensure that such items do not add to the litter problem and/or visual blight; and

WHEREAS, the City finds that these unsolicited written materials have contributed to the litter and visual blight of private premises, public streets, sidewalks, and other public places, and that these materials, haphazardly delivered, are damaging to private property and/or interfere with private property; and

WHEREAS, the City finds that these unsolicited written materials have the tendency to block stormwater drains in City streets and end up in the stormwater system which adds additional maintenance, impairs the effectiveness of the City's stormwater system during large rain events, and creates pollution when the materials make their way out of the stormwater system; and

WHEREAS, the City desires to ensure that these unsolicited written materials do not litter the streets, sidewalks, or other public places, or yards or driveways of private premises; do not cause visual blight in our neighborhoods; do not interfere with private property; and do not interfere with the City's stormwater system; and

WHEREAS, this Ordinance is an effort to reduce unwanted litter, visual blight, and pollution caused by unsolicited written materials on public property and the yards and driveways of private premises; to prevent damage to public and private property; and to further prevent interference with private property; and

WHEREAS, this Ordinance does not in any way deprive or diminish a private property owner's right to protect his or her premises from unsolicited or unwanted written materials.

NOW THEREFORE, be it ordained by the City Council of the City of Norman, in the State of Oklahoma, as follows:

**SECTION 1:           ADOPTION** “ARTICLE 16-XI UNSOLICITED WRITTEN MATERIALS” of the City of Norman Municipal Code is hereby *added* as follows:

## ADOPTION

### ARTICLE 16-XI UNSOLICITED WRITTEN MATERIALS(*Added*)

#### **16-1101 Definitions**

For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

*Front door.* The street-facing entrance(s) to a principal structure. In the event no door faces the street, then any other door of a principal structure nearest the street shall be considered a front door for purposes of this section.

*Porch.* An exterior appendage to a principal structure leading to a doorway, including any stairway attached thereto.

*Premises.* A lot, plot, or parcel of land including any structures, driveways, or other impervious surfaces thereon.

*Principal structure.* A structure, or combination of structures of primary importance on the premises, and that contains the primary use associated with the premises. The primary use is characterized by identifying the main activity taking place on the premises.

*Unsolicited written materials.* Any written materials delivered to any premises without the express invitation or permission, in writing or otherwise, by the owner, occupant, or lessee of such premises.

#### **16-1102 Placement of unsolicited written materials**

(a) Unsolicited written materials delivered to premises shall be placed:

(1) On a porch, if one exists, nearest the front door; or

(2) So that such materials are securely attached to the front door; or

(3) Through a mail slot on the front door or principal structure, if one exists, as permitted by the United States Postal Service Domestic Mail Manual, Section 508 Recipient Services, Subsection 3.1.2; or

(4) Between the exterior front door, if one exists and is unlocked, and the interior front door; or

(5) Where permitted, in a distribution box located on or adjacent to the premises; or

(6) Personally with the owner, occupant, and/or lessee of the premises.

(b) Notwithstanding subsection (a) above, an owner, lessee, or occupant maintains the right to restrict entry to his or her premises.

(c) The provisions of this section do not apply to the United States Postal Service.

### **16-1103 Penalties**

Any person violating any of the provisions of this article shall, upon conviction thereof, be punished by a fine as provided in the City penalty and fine schedule per offense.

**SECTION 2:            AMENDMENT “APPENDIX B CITY OF NORMAN PENALTY AND FINE SCHEDULE”** of the City of Norman Municipal Code is hereby *amended* as follows:

#### **AMENDMENT**

#### **APPENDIX B CITY OF NORMAN PENALTY AND FINE SCHEDULE**

<i>Code Section</i>	<i>Description</i>	<i>Penalty/Fine</i>
<i>Chapter 1--General Provisions</i>		
1-114	General penalty	
	Violation of any provision of the City Code	Up to \$750.00 and/or imprisonment not exceeding 60 days
	Violation of Code provisions regulating the pretreatment of wastewater and stormwater discharges	Up to \$1,000.00 and/or imprisonment not exceeding 90 days
	Violation of Code provisions regarding alcohol or drug related traffic offenses	Up to \$800.00 and/or imprisonment not exceeding six months
	Violation of Code provisions regarding speeding or parking	Up to \$200.00

<i>Chapter 2--Administration</i>		
2-103(f)(1)	For any municipal officer or any employee of a political subdivision to corruptly accept or request a gift or gratuity, or a promise to make a gift, or a promise to do an act beneficial to such officer	\$5,000.00
2-111(c)	Violating the provisions of the proclamation of a civil emergency	\$50.00--\$750.00
<i>Chapter 4--Animals</i>		
4-223	Violation of NCC Article 4-II	\$50.00--\$750.00 and/or 60 days in jail
<i>Chapter 6--Buildings and Building Regulations</i>		
6-105(1)	Retaining wall permit, missed inspections, per missed inspection. The builder/contractor will be required to provide documentation that the retaining wall was constructed per the permit.	\$50.00
6-105(6)	Other missed inspections, per missed inspection	\$50.00
6-108	Violation of chapter	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
<i>Chapter 8--Civil Rights</i>		
8-206	Violation of chapter	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
8-302	Violation of NCC 8-301	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
<i>Chapter 12--Finance</i>		
12-409(c)	Violation of article 12-IV	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
12-416	Failure to make report, remittance; fraudulent returns for transient guest room tax	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
12-518(b)	Delinquent penalty:	
	Within 30 days of due date	10% of total
	After 30 days of due date	25% of total

12-610	Delinquent penalty for use tax	Amount specified in 68 O.S. § 217
12-613	Failure to make report, remittance; fraudulent returns for use tax	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
<i>Chapter 14--Fire Prevention</i>		
14-106	Violation of chapter	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
14-305	Violation of article 14-III	In accordance with NCC 14-106
14-403	Failure to report hazardous material or hazardous material incident	In accordance with NCC 14-407
<i>Chapter 16--Health and Safety</i>		
16-115	Violation of article 16-I	\$50.00--\$750.00
16-211	Violation of article 16-II	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
16-311	Violation of article 16-III	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
16-406	Violation of article 16-IV	\$50.00--\$1,000.00 and/or imprisonment not to exceed 90 days
16-508(a)	Smoking in certain places	\$10.00--\$100.00
16-508(b)	Signs required in retail establishments	Up to \$50.00
16-508(c)	Vending machines and sales displays	Up to \$200.00
16-602	Violation of article 16-VI	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
16-703	Violation of article 16-VII	\$50.00--\$750.00
16-813	Violation of article 16-VIII	\$50.00--\$750.00



16-904(b)	Removal of street tree in violation of NCC 16-903, per inch DBH	Up to \$50.00
	Total administrative fine not to exceed	\$2,000.00
16-911	Violation of article 16-IX; per offense	Up to \$500.00
<u>16-1103</u>	<u>Violation of article 16-XI; per offense</u>	<u>\$50.00—\$750.00</u>
<i>Chapter 20--Licenses and Occupations</i>		
20-113	Violation of chapter	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
20-1924	Violation of article 20-XIX	\$50.00--\$200.00
20-3017	Violation of street closure permit or regulations	Misdemeanor punishable in accordance with NCC 20-113
<i>Chapter 22--Municipal Courts</i>		
22-104(c)	Payment of fine in lieu of court appearance:	
(1)	Improper equipment	\$35.00
(2)	Speeding:	
a.	In excess of the posted limit	\$5.00 per mile in excess of the posted limit
b.	In a school zone or school crossing zone	\$200.00
c.	Ten miles and under on any interstate, federal-aid primary highways, and state highways, subsection 20-1002(5), which are located on the outskirts of any municipality as determined by 47 O.S. § 2-117	\$10.00 plus \$15.00 costs
d.	In an area designated by the State or the City as under construction, maintenance, or repair, and marked as such	\$200.00
(3)	Violations resulting in personal injury or property damage	\$100.00
(4)	All other moving traffic violations	\$50.00
(5)	Transporting a firearm improperly	\$70.00
(6)	Failure to appear, first offense	\$200.00
(7)	Violations of the mandatory use of seatbelts	\$10.00 plus \$10.00 costs

(8)	Failure to carry security verification form while operating a vehicle		\$250.00
(9)	Transporting an open container		\$200.00
(10)	Third and subsequent moving violations during any immediately preceding 12-month period		\$200.00
(11)	Nontraffic violations, first offense, that do not carry jail time		\$200.00
(12)	Failure to yield to emergency vehicle		\$200.00
(13)	Racing on the highway		\$200.00
(14)	School zone violations except as otherwise provided		\$200.00
(15)	Violations of the mandatory use of child passenger restraint		\$50.00
(16)	Vehicle registration violations		\$35.00
(17)	Careless/failure to devote full time and attention		\$100.00
(18)	Reckless driving		\$200.00
(19)	Failure to stop		\$100.00
(20)	Disregarding railroad signals		\$100.00
(21)	Driving under Suspension or Revocation		\$200.00
22-105	Traffic violations, parking	Violations Paid Within Five Days	Violations Paid After Five Days
	Expired meter	\$10.00	\$25.00
	Excess of time	\$10.00	\$25.00
	Fire lane	\$100.00	\$150.00
	Accessible parking	\$500.00	\$500.00
	Registration violations	\$50.00	\$50.00
	Blocking sidewalk	\$50.00	\$75.00
	Private property	\$50.00	\$75.00
	Parking, stopping and standing prohibited in other areas	\$100.00	\$200.00
	All other parking violations	\$20.00	\$30.00

22-105(d)	Vehicle impounded or bench warrant ordered	\$30.00
22-105(e)	Vehicle involved in accident resulting in personal injury or property damage	\$25.00
<i>Chapter 24--Offenses and Miscellaneous Provisions</i>		
24-104	Violation of chapter	\$50.00--\$750.00
	Consuming spirits in a public place	\$50.00--\$500.00
	Possession of marijuana	Up to \$400.00
	Pump pirating	\$50.00--\$500.00 and/or imprisonment not to exceed 60 days
	Age misrepresentation	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
	Furnishing alcoholic beverages	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
	Possession, distribution; harmful substances and narcotics	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
	Narcotics	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
	Nudity, indecent exposure	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
	Peeping Toms	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
	Possession or sale of drug related paraphernalia	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
	Assault and battery	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
	Discharging firearms	

		\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
	Disturbing the peace	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
	Possession of certain weapons	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
	Unlawful assembly	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
	Nuisance party	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
	Attendance, contribution to a nuisance party	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
	Social host, minors consuming alcohol	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
	Interference with use of property	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
	Molesting property	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
	Petit larceny	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
	Tampering with public utilities	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
	Trespass, illegal entry	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
	Offenses against public authority	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days

24-311	Violation of section:	
(b)	First offense	\$100.00
	Second offense, within two years of first	\$200.00
	Third offense, within two years of first	\$300.00
	Fourth offense, within two years of first	\$300.00
(c)	First offense	Up to \$100.00
	Subsequent offense, within one year of first	Up to \$200.00
(d)	First offense	Up to \$100.00
	Second offense	Up to \$200.00
	Third or subsequent offense	Up to \$300.00
(e)	Sale of tobacco products, packaging, each offense	Up to \$200.00
(f)	Sale of tobacco products, display, each offense	Up to \$200.00
24-603	Littering, failure to remove	
24-611	Court--Parental responsibility for juvenile court fines	
24-612	Failure to appear	
<i>Chapter 26--Public Improvements</i>		
26-102	Violation of chapter	\$50.00--\$750.00
<i>Chapter 28--Sign Regulations</i>		
28-106	Enforcement of chapter	
28-107	Violation of chapter	
28-302	Violation of chapter	\$50.00--\$750.00
28-412(3)	Model home directional sign, violations, per sign	\$15.00
28-902	Violation of chapter	

<i>Chapter 30--Subdivision Regulations</i>		
30-210	Violation of article 30-II	\$50.00--\$750.00
<i>Chapter 32--Traffic and Vehicles</i>		
32-112(a)	Violation of chapter, generally	\$35.00--\$200.00
32-112(b)	Violation of specific provisions of chapter as listed below:	
	NCC 32-201 Duties of drivers involved in accidents	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
	NCC 32-419 Driving: Reckless	
	NCC 32-425 Driving: Unauthorized person operating a vehicle	
	NCC 32-426 Driving: Transportation of alcoholic beverages	
	NCC 32-430 Passing: School bus	
	NCC 32-441 Fleeing or attempting to elude a police officer	
32-112(d)	Court fines in addition to fine and/or imprisonment	As determined by the court
32-112(e)	Violation of NCC 32-507 Child passenger restraint system	\$50.00
32-112(f)	Violation of NCC 32-508 Mandatory use of seatbelts	\$10.00
32-112(g)	Violation of NCC 32-409(c) Driving without license	\$100.00--\$750.00 and/or imprisonment not to exceed 60 days
32-112(h)	Violation of NCC 32-447 Improper transportation of a firearm	\$70.00 plus court costs
32-112(i)	Violation of NCC 32-442 Carrying of security verification form while operating vehicle	\$50.00--\$250.00 and/or imprisonment not to exceed 30 days
32-444	Transportation of children by day care centers--citations	\$50.00--\$200.00
32-507	Child passenger restraint system	\$50.00

32-509	Unlawful operation of a motor vehicle while texting	Up to \$100.00
32-717	Parking in accessible parking space prohibited	\$500.00
<i>Chapter 34--Utility Services</i>		
34-101	Violation of chapter	\$50.00--\$750.00 and/or imprisonment not to exceed 60 days
<i>Chapter 36--Zoning</i>		
36-407	Violation of article 36-IV	In accordance with NCC 36-569
36-533	Offenses cited by the Planning and Community Development Department	\$50.00--\$750.00
36-569	Violation of chapter	\$50.00--\$750.00

**SECTION 3: SEVERABILITY CLAUSE** Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

PASSED AND ADOPTED BY THE CITY OF NORMAN CITY COUNCIL

\_\_\_\_\_.

**AYE**

**NAY**

**ABSENT**

**ABSTAIN**

\_\_\_\_\_  
Presiding Officer

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Larry Heikkila, Mayor, City of Norman

\_\_\_\_\_  
Brenda Hall, City Clerk, City of Norman

**AMENDMENT TO SERVICE AND LEASE AGREEMENT FOR 2022-23 EMERGENCY  
WINTER SHELTER**

This Amendment made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Norman, Oklahoma, a municipal corporation ("City"), and Food and Shelter, Inc., a not-for-profit corporation ("Contractor").

**WITNESSETH:**

**WHEREAS**, the City and the Contractor entered into a contract K-2223-56 on October 11, 2022 entitled:

**SERVICE AND LEASE AGREEMENT FOR 2022-23 EMERGENCY  
WINTER SHELTER**

**WHEREAS**, upon consensus from both parties, it was determined that services provided by Contractor as described in the original agreement should continue for at least an additional three (3) months.

**NOW, THEREFORE**, the parties agree to amend the Contract as follows:

- I. Replace Section 2. **Term** to read as follows:

Service shall be provided starting on November 1st, 2022 and ending on June 30th, 2023.

- II. Replace Section 6. **Payment for Services** to read as follows:

In consideration of the services provided by the Contractor in accordance with all terms, conditions and specifications set forth herein, City shall pay Contractor an initial amount of \$85,968.40 within ten (10) days of the effective date of this agreement. Thereafter, the City shall pay the Contractor seven (7) payments of \$54,832.40, due monthly upon the 10th day of each month with the first payment due on December 10, 2022 and the last payment being due on June 10, 2023. The City reserves the right to withhold payment if the City determines that the quality or quantity of the work performed is unacceptable.



## Amendment No. One to Contract K-2223-56

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN, the City and the Contractor that, as amended by this Instrument, all terms and conditions of the original Contract shall remain in full force and effect and the provisions of this Instrument shall become a part of the original Contract as if fully written herein.

IN WITNESS WHEREOF, THE CITY OF NORMAN and FOOD & SHELTER, INC. have executed this AGREEMENT.

DATED this 15 this day of March, 2023.

The City of Norman  
(CITY)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Attest:

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

Food & Shelter, Inc.  
(CONTRACTOR)

Signature Angela Atkins

Name Angela Atkins

Title Vice President

Date 3-15-2023

Attest:

Lisa Morales  
Corporate Secretary

APPROVED as to form and legality this 27 day of March, 2023.

[Signature]  
CITY ATTORNEY

**SERVICE AND LEASE AGREEMENT FOR 2022-23 EMERGENCY WINTER  
SHELTER**

THIS AGREEMENT ("Agreement") is dated this 11<sup>th</sup> day of October 2022 by and between the City of Norman, Oklahoma, a municipal corporation ("City"), and Food and Shelter, Inc., a not-for-profit corporation ("Contractor").

**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**

Service shall be provided during the winter season of 2022-2023 starting on November 1<sup>st</sup>, 2022 and ending on March 31<sup>st</sup>, 2022.

**Section 3: Lease Agreement**

The City is the owner of the property and improvements located at 109 W. Gray St, Norman, Cleveland County, Oklahoma, which property it has agreed to lease to Contractor for the use and operation of Shelter during the term stated in Section 2. Contractor may only use the portions of the property indicated on "Exhibit B1" and "Exhibit B2" attached herein ("**Leased Premises**"). In no event shall this structure be used for any purpose other than a low-barrier emergency shelter without the written consent of City.

**3.1 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.

**3.2 Maintenance.**

Contractor will be solely responsible for all day-to-day upkeep of the Leased Premises, including maintenance of all plumbing units, pipes, and connections in good repair and free from obstruction. Subject to any provisions herein to the contrary, City shall be required to repair only defects, deficiencies, deviations or failures of materials or workmanship in the building. The City shall keep the Leased Premises free of such defects, deficiencies, deviations during the term of this

agreement. Contractor shall notify City of any hazard, danger, or defect of the premises in writing immediately upon discovery.

### 3.3 Improvements.

Contractor may, at its sole expense, from time to time, redecorate 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 consent thereto of the City in writing. All fixtures, furniture (including bunk bed systems), equipment, improvements and appurtenances (**Leasehold Improvements**), whether or not by or at the expense of Contractor, shall be and remain a part of the Premises, shall be the property of City and shall not be removed by Contractor, unless City, by Notice to Contractor, elects to have Contractor remove any Leasehold Improvements installed by Contractor. In such case, Contractor, at Contractor's sole cost and expense and prior to the expiration of the Term, shall remove the Leasehold Improvements and repair any damage caused by such removal.

### 3.4 Utilities

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

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

### 4.1 Meetings

Contractor shall meet Darrel Pyle, City Manager, or other 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, administered by the Homeless Alliance. Participation will include entering all data elements as required by HUD for an Emergency Service Grant activity and detailed in the "Data and Technical Standards Notice-OMB approved March 2010". A separate project shall be set up in HMIS for the Emergency Shelter and HMIS clients utilizing shelter services shall be entered and exited from said project each day. Contractor will also attend user group meetings and share appropriate client information as identified through share agreements.

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

- [HMIS REPORT] ESG CAPER – parameters for the previous month with error rate of less than 5% in all categories
- [HMIS REPORT] Daily Unit Report for the previous month
- Monthly summary containing all incident reports from the previous month

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

**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: Payment For Services**

In consideration of the services provided by the Contractor in accordance with all terms, conditions and specifications set forth herein. City shall pay Contractor an initial amount of \$85,968.40 within ten (10) days of the effective date of this agreement. Thereafter, the City shall pay the Contractor four payments of \$54,832.40, due monthly upon the 10th day of each month with the first payment due on December 10, 2022 and the last payment being due on March 10, 2023. The City reserves the right to withhold payment if the City determines that the quality or quantity of the work performed is unacceptable. In no event shall the City's total fiscal obligation under this Agreement exceed Three Hundred and Five Thousand Two Hundred and Ninety Eight Dollars (\$305,298.00).

**Section 7: Insurance**

At all times during the Term of this Lease, 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.

**Section 8: Indemnification**

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 all Contractor shall bear the risk of loss for any property kept, installed, stored, or maintained in or upon the 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. The City may unilaterally terminate the agreement for any reason, with or without cause, by giving (30) days written notice from the City to the Contractor. 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 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.

**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, 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  
Darrel Pyle  
201 W. Gray St, Norman, OK 73069  
[Darrel.Pyle@NormanOK.gov](mailto:Darrel.Pyle@NormanOK.gov)  
With CC to:  
[Anthony.Purinton@NormanOK.gov](mailto:Anthony.Purinton@NormanOK.gov)

**To CONTRACTOR:**

Food & Shelter, Inc.  
April Doshier  
201 Reed Ave, Norman OK 73071  
[april@foodandshelterinc.org](mailto:april@foodandshelterinc.org)

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 FOOD & SHELTER, INC. have executed this AGREEMENT.

DATED this \_\_\_th day of \_\_\_\_\_, 2022.

The City of Norman  
(City)

Signature



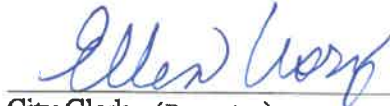
Name Larry Heikkila

Title Mayor

Date

10/11/22

Attest:



City Clerk (Deputy)

Food & Shelter, Inc.  
(CONTRACTOR)

Signature



Food

Name Michael W. Ridgeway

Title President of the Board

Date 10/05/2022


Attest:



Corporate Secretary

APPROVED as to form and legality this 6 day of October, 2022.



  
CITY ATTORNEY

## **Exhibit A**

### **Program and Service Requirements**

#### **Program Elements**

Contractor must adhere to the following Housing First principles:

- 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.
- Support services are available but are voluntary, client-driven, individualized, and flexible.
- Services are informed by a harm-reduction philosophy that recognizes that drug and alcohol use are a part of people's lives.
- 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.

At a minimum, Contractor must meet the following criteria which are based on evidence-based practices for low-barrier emergency shelter programs:

- ADA accessibility
- Accommodates service and companion animals
- Does not discriminate based on protected classes
- Sobriety\* and treatment are voluntary
- Does not exclude people with criminal convictions, poor credit, or eviction histories
- Does not require documentation of identification, custody, or citizenship
- Does not turn away clients because of a lack of income or the appearance of an unwillingness to participate in services or employment

*\*Note: Low-barrier shelters may establish requirements that limit the use of drugs and alcohol in common or shared areas of the facility. In addition, facilities should establish behavioral expectations that limit disruptive or violent behavior resulting from intoxication. However, the requirement to abstain completely from alcohol or drug use is not a component of low-barrier facilities.*

*\*\*Note: This does not apply to registered sex-offenders. Registered sex-offenders shall not be allowed to stay on premises.*

**Hours of operation:** The shelter shall be open to the public from 5:00pm – 7:00am. Contractor may extend these hours only upon written permission from City.

**Required Policies and Procedures.** Contractor shall develop and maintain the following policies and procedures. Copies of all required policies and procedures must be developed and provided to City prior to the Emergency Shelter's operation.

- 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;
- Storage and use of toxic substances plan;
- Shelters' housekeeping and maintenance functions;



- Pest control prevention and mitigation;
- Storage of personal property;
- Policies for Bars and bans;
- Development of written standards for the administration of medication (if applicable);
- Personnel/Volunteer, including policies covering drug screening and background checks for both volunteers and staff;

### **Safety Procedures**

Contractor acknowledges that it is leasing space and is responsible for all necessary training to its staff regarding safety and security. Contractor also acknowledges that any staff, agents, or contractors of Contractor shall follow all required safety protocols including evacuations and emergency response protocols of the City while they are on site.

### **Fire Watch**

Contractor shall employ qualified personnel to 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.

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.

### **Maximum Capacity:**

The maximum capacity of available beds may not exceed 40 beds.

### **Prohibited Activities:**

- There shall be no food or drink served at the facility.
- There shall be no loitering on the property during non-operating hours.
- Contractor shall not allow guests to access the property without a staff member present.
- No one under the age of 18 shall be allowed to stay at the shelter.



10/3/2022, 2:55:18 PM

