



City of Edmond Notice of Public Meeting

Edmond City Council and Public Works Authority Meeting Information

The City of Edmond encourages participation from all its citizens. To request an accommodation due to a disability, please contact the ADA Coordinator at least 48 hours prior to a scheduled meeting. The ADA Coordinator can be contacted by email: ADAcordinator@edmondok.gov or phone: 405-359-4518.

The agenda packet, containing additional details on agenda items, is available for review upon request at the City Clerk's Office and on the City's website at edmondok.gov. The City of Edmond encourages members of the public to contact the City Clerk's Office if they have questions regarding items on a City Council or Public Works Authority meeting agenda. The City Clerk's Office can be contacted by email: cityclerk@edmondok.gov or phone: 405-359-4555.

Answers to frequently asked questions about City Council / Public Works Authority meetings can be found [here](#). City Council / Public Works Authority Meeting Rules are available [here](#). Meeting Rules and FAQs are also available in the Council Chambers lobby.

Members of the Edmond City Council / Public Works Authority include:

Darrell A. Davis	Mayor	(405) 359-4642	darrell.davis@edmondok.gov
Stacie Peterson	Mayor Pro Tem Councilmember Ward 4	(405) 359-4734	stacie.peterson@edmondok.gov
Barry K. Moore	Councilmember Ward 2	(405) 359-4641	barry.moore@edmondok.gov
Christin Mugg	Councilmember Ward 3	(405) 359-4640	christin.mugg@edmondok.gov
Tom Robins	Councilmember Ward 1	(405) 359-4684	thomas.robins@edmondok.gov

The Mayor and members of the City Council will gather for dinner prior to their regular meeting. This gathering will take place at the Public Safety Center, located at 100 E First Street, in Matt Terry Hall beginning at approximately 4:30 p.m. No City Council or Public Works Authority business will be discussed or acted upon at this time. This is an informal gathering and members of the public are welcome to attend. Meals will only be provided to the City Council and staff.

Regular Meeting Agenda

**Edmond City Council Meeting
Edmond Public Works Authority Meeting
20 S. Littler Avenue, Edmond, Oklahoma
5:30 p.m., Monday, March 25, 2024**

Notice to the Public

Official action can only be taken on items which appear on the agenda. The City Council or Public Works Authority may discuss, adopt, approve, amend, reject, deny, strike or continue any item listed on the agenda. When more information is needed to act on an item, the City Council or Public Works Authority may refer the matter to the City Manager or the City Attorney or other staff. The City Council or Public Works Authority may also refer items to the standing committees of the City Council or to a board or commission for additional study. Under certain circumstances, items are deferred/continued to a specific later date or stricken from the agenda entirely.

- 1. Call to Order of the Edmond City Council Meeting.**
- 2. Presentations:**
 - A.** Presentation of a Proclamation Recognizing March 24 to March 30 as Arbor Week in the City of Edmond.
 - B.** Presentation of Tree City USA and Tree Line USA Recognition by Mark Bays of Oklahoma Forestry Services.
 - C.** Recognition of "Best of Show Winners" in the Arbor Day Art Contest.
- 3. Recess of the Edmond City Council Meeting and Call to Order of the Edmond Public Works Authority Meeting.**
- 4. Public Works Authority General Consent Items:**

Items listed under General Consent are usually approved as a group with the proper motion from a member of the Public Works Authority. Members of the Public Works Authority may pull any item under General Consent for separate discussion and/or action.

- A.** Consideration of Approval of Public Works Authority Regular Meeting Minutes: March 11, 2024. (Citywide)

- B. Consideration of Approval of Bid Disposition by the Purchasing Agent for Mowing and Landscape Maintenance Services for City Owned Properties (Including Renewal Options); \$450,000.00 Annual Estimate. (Citywide)
- C. Consideration of Approval of Bid Disposition by the Purchasing Agent for Biosolids Hauling and Disposal Services (Including Renewal Options) for the Waste Water Treatment Plant; \$200,000.00 Annual Estimate. (Citywide)
- D. Consideration of Approval of Bid Disposition by the Purchasing Agent for Vegetation Control for City Owned Properties (Including Renewal Options); \$75,000.00 Annual Estimate. (Citywide)
- E. Consideration of Acceptance of Easement from Emily Brashier for Ridgecrest Stormwater Infrastructure Improvements; \$5,000.00. (Ward 3)

5. **Public Works Authority Discussion and Consideration Items:**

Items listed under Discussion and Consideration are usually discussed and considered individually, or by project, by members of the Public Works Authority.

- A. Consideration of Public Works Authority General Consent Agenda Items Pulled for Separate Discussion and/or Action.
- B. Consideration of Approval of Purchase of Network Firewalls and Switches from Chickasaw Telecom, Inc. on State Contract ITSW1006; \$892,620.92. (Citywide)

6. **Adjournment of the Edmond Public Works Authority Meeting and Reconvene the Edmond City Council Meeting.**

7. **City Council General Consent Items:**

Items listed under General Consent are usually approved as a group with the proper motion from a member of the Council. Members of the Council may pull any item under General Consent for separate discussion and/or action.

- A. Consideration of Approval of City Council Special Meeting Minutes: March 11, 2024. (Citywide)
- B. Consideration of Approval of City Council Regular Meeting Minutes: March 11, 2024. (Citywide)

- C. Consideration of Acceptance of Public Improvements and Maintenance Bonds for the Mitch Park and Coffee Creek Trail Renovations Project, B23-021. (Citywide)
- D. Consideration of Acknowledging Receipt of Oklahoma Department of Environmental Quality (ODEQ) Construction Permits for Lakes at Cross Timbers Phase 2, Kelly Hollow Apartments, University Heights Townhomes, and Life Church Campus YouVersion. (Citywide)
- E. Consideration of Approval of Bid Disposition by the Purchasing Agent for Mowing and Landscape Maintenance Services for City Owned Properties (Including Renewal Options); \$450,000.00 Annual Estimate. (Citywide)
- F. Sustainability Assessment Project:
 - 1. Consideration of Acceptance of Award from the Energy Efficiency and Conservation Block Grant Program from the Department of Energy; \$146,020.00. (Citywide)
 - 2. Consideration of Approval of Transfer of Appropriation for Initial Funding for Sustainability Assessment Project for the Energy Efficiency and Conservation Block Grant; \$100,000.00. (Citywide)
 - 3. Consideration of Acceptance of Proposal and Approval of Agreement with Lotus Engineering & Sustainability, Inc. for Edmond Sustainability Plan; \$146,000.00. (Citywide)
- G. Consideration of Approval of Purchase of Additional Microsoft Windows Server and System Core Licenses through State Contract; \$142,290.00. (Citywide)
- H. Consideration of Approval of Purchase of Vehicle Upfitting Services from Metro Emergency Upfitters LLC utilizing State Contracts SW141 and SW142; \$106,600.00. (Citywide)
- I. Consideration of Approval of Agreement for Services with The Sanborn Map Company, Inc. to Update Digital Ortho Photography, Contour and Planimetric Mapping for Geographic Information System (GIS); \$105,954.83. (Citywide)
- J. Consideration of Approval of Purchase for Retainer Replenishment for Legal Professional Service Provider Hornbeek Vitali & Braun, PLLC for As Needed Miscellaneous Legal Services for the Legal Services Department; \$100,000.00. (Citywide)

- K.** Consideration of Approval of Bid Disposition by the Purchasing Agent for Vegetation Control for City Owned Properties (Including Renewal Options); \$75,000.00 Annual Estimate. (Citywide)
- L.** Consideration of Approval of Contract for the Acquisition of Five Dual Level II Charging Stations through a Reimbursable Grant; \$70,000.00. (Citywide)
- M.** Consideration of Approval of Bid Disposition by the Purchasing Agent for On-Call Lighting Repair Services (Including Renewal Options) from Phoenix Electrical; \$50,000.00 Annual Estimate. (Citywide)

N. Pelican Bay Aquatic Center:

- 1.** Consideration of Acceptance of a Proposal from Sunbelt Pools for Maintenance and Repair Services at Pelican Bay Aquatic Center; Estimated Cost of \$50,000.00. (Ward 1)
- 2.** Consideration of Approval of an Amendment to the Agreement with GH2 Architects for Additional Services Related to the Assessment and Concept Design for Renovation of the Pelican Bay Aquatic Center; \$5,500.00 Increase. (Ward 1)

8. **City Council Discussion and Consideration Items:**

Items listed under Discussion and Consideration are usually discussed and considered individually, or by project, by members of the City Council.

- A.** Consideration of City Council General Consent Agenda Items Pulled for Separate Discussion and/or Action.
- B.** Consideration of the Acceptance of the Annual Comprehensive Financial Report and Single Audit for the Fiscal Year Ending June 30, 2023 by Andy Cromer of HSPG & Associates. (Citywide)
- C.** Presentation and Discussion of the Performer for the Fiscal Year Ending June 30, 2023 by Frank Crawford of Crawford and Associates. (Citywide)
- D.** Consideration of Approval of Purchase of Network Firewalls and Switches from Chickasaw Telecom, Inc. on State Contract ITSW1006; \$892,620.92 (Citywide)
- E.** Presentation and Discussion on Status of the SmartChoice Advanced Metering System Implementation. (Citywide)

9. City Council Public Hearing Items:

Items listed under Public Hearings are usually discussed and considered individually, or by project, by members of the City Council. Each item provides an opportunity for members of the public to speak in accordance with the City Council / Public Works Authority rules, available [here](#) and in the Council Chambers lobby. Comments must be directed to the Mayor or Chair of the meeting.

- A.** Consideration of Approval of Resolution No. ____ Adopting the Revised Edmond TIF Policy Guide; Creating The Citizen TIF Oversight Committee (CTOC); Establishing The Committee's Duties And Responsibilities; Providing For The Appointment And Qualifications Of Committee Members; Providing For Committee Meeting Rules; And Providing An Effective Date. (Citywide)
- B.** Consideration of Approval of a Consulting Agreement with COAlign Group LLC for Development of General Obligation Bond and Sales Tax Election Strategies; \$88,500.00 for Total Scope of Services. (Citywide)
- C.** Public Hearing and Consideration of Ordinance No. ____ Amending Title 16 Buildings and Construction of the Edmond Municipal Code by Amending Section 16.16.130 Fee Schedule Associated with Electrical Permits; And by Adding New Section 16.16.131 Temporary Building Permits; And by Amending Section 16.06.530 Enclosures; And Providing for Repealer and Severability; And Providing an Effective Date. (Citywide)
- D.** Case No. Z23-00012; Public Hearing and Consideration of Ordinance No. ____ Rezoning from "A" Single-Family to "PUD Z23-00012" Planned Unit Development for 601 W Main Street, Located on the Northwest Corner of Main and State Streets. (601 Edmond LLC; Ward 1)

10. Executive Sessions and Action Items:

- A.** Executive Session to Discuss the Appointment and Employment of the City Manager as Authorized Pursuant to 25 Okla. Stat. Section 307(B)(1).
- B.** Executive Session to Discuss Pending Claim or Action: Mann v. City as Authorized Pursuant to 25 Okla. Stat. Section 307(B)(4) because Disclosure Would Seriously Impair the Ability of the Public Body to Process the Claim or Conduct a Pending Investigation, Litigation or Proceeding in the Public Interest.
- C.** Consideration of Action with Regard to the Appointment and Employment of the City Manager.
- D.** Consideration of Action with Regard to Claim or Action: Mann v. City.

11. Citizen Comments.

This is an opportunity for residents and non-residents to address the City Council on city-related matters not on the agenda or scheduled for a public hearing. Citizens must sign up to speak either online by 3:00 p.m. the day of the City Council meeting, or in person by the start of the meeting. All remarks must be directed to the Mayor or Chair of the meeting, are limited to three minutes or less, and must otherwise be made in accordance with the City Council / Public Works Authority rules, available [here](#) and in the Council Chambers lobby.

12. Comments from the Mayor and Members of the City Council.

13. Adjournment of the Edmond City Council Meeting.

City Council / Public Works Authority

4. A.

Meeting Date: 03/25/2024

Submitted For: Kory Atcuson, City Clerk, City Clerk's Office

Email: Kory.Atcuson@edmondok.gov , Phone: 405-359-4555

Submitted By: Kory Atcuson, City Clerk, City Clerk's Office

Ward: Citywide

City Council Strategic Plan: N/A

Item

Consideration of Approval of Public Works Authority Regular Meeting Minutes: March 11, 2024.
(Citywide)

Background

Time Frame

Issue

Recommendations

Action Needed

Public Notification

Attachments

20240311PWA

Edmond Public Works Authority Minutes - March 11, 2024

Regular Meeting

Chairperson Davis called the regular meeting of the Edmond Public Works Authority to order on Monday, March 11, 2024, in the City Council Chambers located at 20 S. Littler, Edmond, Oklahoma. The agenda for this meeting was posted in the City First Administration Building on March 7, 2024, at 2:24 PM.

PRESENT: Chairperson Davis, Trustees Moore, Mugg, and Peterson

ABSENT: Trustee Robins

7. Public Works Authority General Consent Items:

- A. Consideration of Approval of Public Works Authority Regular Meeting Minutes: February 26, 2024.**
- B. Consideration of Approval of Bid Disposition by the Purchasing Agent for Vegetation Control Services (Including Renewal Options) for Edmond Electric Substations from Plunkett Energy and Industrial Service Companies LLC; \$2,000.00 Annual Estimate.**
- C. Consideration of Approval of Assignment of Engineering Services Contract from WSP USA Environment & Infrastructure Solutions, Inc. to WSP USA Inc.**
- D. Consideration of Approval of a Master Service Agreement with RMA Engineering for Design, Project Management, and Other Engineering Services for Edmond Electric.**

Chairperson Davis asked if any member of the Public Works Authority wished to pull any of the four items under Public Works Authority General Consent for separate discussion and/or action. No Trustee responded.

Motion by Trustee Moore, seconded by Trustee Mugg, to approve agenda items 7.A. - 7.D. under Public Works Authority General Consent. Chairperson Davis asked if any Trustee wished to speak for or against the items under Public Works Authority General Consent. No Trustee responded. Motion carried as follows:

YES: Chairperson Davis, Trustees Moore, Mugg, and Peterson

NO: None

8. Public Works Authority Discussion and Consideration Items:

- A. Consideration of Public Works Authority General Consent Agenda Items Pulled for Separate Discussion and/or Action.**

None.

9. Adjournment of the Edmond Public Works Authority Meeting.

Motion by Trustee Moore, seconded by Trustee Mugg, to adjourn the Edmond Public Works Authority meeting. Motion carried as follows:

YES: Chairperson Davis, Trustees Moore, Mugg, and Peterson

NO: None

Secretary

Chairperson

City Council / Public Works Authority

4. B.

Meeting Date: 03/25/2024

Submitted For: Brenda Mayer, Purchasing Manager, Purchasing

Submitted By: Nathan Watson, Purchasing Analyst, Purchasing

Ward: Citywide

Item

Consideration of Approval of Bid Disposition by the Purchasing Agent for Mowing and Landscape Maintenance Services for City Owned Properties (Including Renewal Options); \$450,000.00 Annual Estimate. (Citywide)

Background

This item involves the approval of services for departments / funds under the Public Works Authority (PWA) and the City Council. As such, the item is under both the PWA and City Council portions of the agenda for approval.

Bids were solicited and received for the following annual Service/Supply contract: Mowing and Landscape Maintenance Services for City owned properties. Bid packages were picked up by eight (8) prospective vendors; six (6) bids were submitted. Staff recommends accepting the bid (s) as shown below. Contractors will be paid based on the fixed price bid per property per mowing.

Edmond Electric Property Package: Myers Landscape Management
Fire Department Property Package: Myers Landscape Management
Heavy Duty Rotary Mower Properties Package: Myers Landscape Management
Parks Department Properties Package: Myers Landscape Management
Police Department Property Package: Absolute Lawn and Landscape
Water Resources Coffee Creek (WWRF) Property Package: Myers Landscape Management
Water Resources Arcadia Lake (WTP) Property Package: Myers Landscape Management
Water Resources Water Well Property Package: Myers Landscape Management
Kickingbird Golf Club (Mowing & Bed Maintenance): Myers Landscape Management
Edmond Center Court: Absolute Lawn and Landscape
Parks Department Properties Package 2: Greenshade Trees Inc

Time and Material, Install Plant Material: Cox Maintenance LLC
Time and Material, Mulch Install: Cox Maintenance LLC
Time and Material, General Clean Up / Weeding: Cox Maintenance LLC
Time and Material, Leaf Removal: Cox Maintenance LLC
Time and Material, Mowing/String Line Trimming: Cox Maintenance LLC

Additional procurement information, such as announcements, specifications, and responses, may be found by visiting <https://edmondok.ionwave.net/Login.aspx>, selecting Closed Bids, and choosing Bid Number B24-029 or by contacting the Purchasing Department.

Time Frame

Effective date of award March 26, 2024

Issue

Authorizing Contract for Mowing and Landscape Maintenance Services

Recommendations

Staff Recommends Approval.

Action Needed

Motion to Approve.

Public Notification

Posted Agenda. The bid opportunity was issued on February 8, 2024, and closed on February 22, 2024. Bid Tabulation is available upon request.

Fiscal Impact

Funding/Cost: \$450,000 Annual Est.

Budgeted Item Y/N or N/A: Y

Account:

562032-8361 Electric Utility – Contract Svs
121005-8361 Fire – Contract Svs
122041-8361 Police – Contract Svs
122045-8361 Animal Services – Contract Svs
563332-8361 Water Treatment Plant – Contract Svs
565352-8361 Wastewater Treatment Plant – Contract Svs
563333-8361 Water Wells – Contract Svs
001163-8361 Streetscape/Median Maint – Contract Svs
001015-8361 Cemetery – Contract Svs
001062-8361 Parks Maintenance – Contract Svs
116044 -8361 Park Tax – Contract Svs
570740-8361 Golf Maintenance

City Council / Public Works Authority

4. C.

Meeting Date: 03/25/2024

Submitted For: Kris Neifing, Director, Water Resources
Email: Kris.Neifing@edmondok.gov , Phone: 405-216-7675

Submitted By: Brenda Mayer, Purchasing Manager, Purchasing

Ward: Citywide

City Council Strategic Plan: N/A

Item

Consideration of Approval of Bid Disposition by the Purchasing Agent for Biosolids Hauling and Disposal Services (Including Renewal Options) for the Waste Water Treatment Plant; \$200,000.00 Annual Estimate. (Citywide)

Background

Bids were solicited and received for the following annual Service/Supply contracts:

Biosolids hauling for the Waste Water Treatment Plant. Lowest and best bid meeting all specifications has been awarded to Total Trucking. Bid packages were picked up by five (5) prospective vendors; three (3) bids were submitted. Additional procurement information, such as announcements, specifications, and responses, may be found by visiting <https://edmondok.ionwave.net/Login.aspx>, selecting Closed Bids, and choosing Bid Number B24-030 or by contacting the Purchasing Department.

Biosolids disposal for the Waste Water Treatment Plant. Lowest and best bid meeting specifications has been awarded to Waste Management. Bid packages were picked up by three (3) prospective vendors; one (1) bid was submitted. Additional procurement information, such as announcements, specifications, and responses, may be found by visiting <https://edmondok.ionwave.net/Login.aspx>, selecting Closed Bids, and choosing Bid Number B24-031 or by contacting the Purchasing Department.

Funds availability verified by Purchasing.

Time Frame

Effective date of award March 26, 2024

Issue

Authorizing Biosolids Hauling and Disposal for the Waste Water Treatment Plant

Recommendations

Staff recommends approval.

Action Needed

Motion to Approve.

Public Notification

Posted Agenda. Bid opportunities were issued on February 26, 2024 and closed on March 12, 2024.

Fiscal Impact

Amount: \$200,000 annual estimate

Account: 565352-8361 Wastewater Treatment - Contract Services

Additional Information :

City Council / Public Works Authority**4. D.****Meeting Date:** 03/25/2024**Submitted For:** Brenda Mayer, Purchasing Manager, Purchasing
Email: Brenda.Mayer@edmondok.gov , Phone: 405-359-4533**Submitted By:** Nathan Watson, Purchasing Analyst, Purchasing**Ward:** Citywide**City Council Strategic Plan:** N/A

Item

Consideration of Approval of Bid Disposition by the Purchasing Agent for Vegetation Control for City Owned Properties (Including Renewal Options); \$75,000.00 Annual Estimate. (Citywide)

Background

This item involves the approval of services for departments / funds under the Public Works Authority (PWA) and the City Council. As such, the item is under both the PWA and City Council portions of the agenda for approval.

Bids were solicited and received for the following annual Service/Supply contract: Vegetation Control Services for City owned properties. Bid packages were picked up by eleven (11) prospective vendors; five (5) bids were submitted. Staff recommends accepting the bid (s) as shown below. Contractors will be paid based on the fixed price bid per property per spraying.

Parks Department Packages 1-6: Sparky's Lawn Care
Police Department Package: Sparky's Lawn Care
Facility Maintenance Department Package: Myers Landscape Management
Fire Department Package: Myers Landscape Management
Water Resources Package: Myers Landscape Management

Additional procurement information, such as announcements, specifications, and responses, may be found by visiting <https://edmondok.ionwave.net/Login.aspx>, selecting Closed Bids, and choosing Bid Number B24-028 or by contacting the Purchasing Department.

Time Frame

Effective date of award March 26, 2024

Issue

Authorizing Contract for Vegetation Control Services

Recommendations

Staff Recommends Approval

Action Needed

Motion to Approve

Public Notification

Posted Agenda. The bid opportunity was issued on February 7, 2024, and closed on February 15, 2024.
Bid Tabulation is available upon request.

Fiscal Impact

Amount: \$75,000 Annual Estimate

Account: Multiple

Additional Information :

001163-8361 Streetscape/Median Maint – Contract Svs

001015-8361 Cemetery – Contract Svs

001062-8361 Parks Maintenance – Contract Svs

001065-8361 Pelican Bay – Contract Svs

116044-8361 Park Tax – Contract Svs

122041-8361 Police – Contract Svs

122045-8361 Animal Services – Contract Svs

652057-8361 Facility Maintenance - Contract Svs

121005-8361 Fire – Contract Svs

563332-8361 Water Treatment Plant – Contract Svs

565352-8361 Wastewater Treatment Plant – Contract Svs

City Council / Public Works Authority

4. E.

Meeting Date: 03/25/2024

Submitted For: Steve Lawrence, Director, Engineering
Email: Steve.Lawrence@edmondok.gov , Phone: 405-359-4770

Submitted By: Audrey Plunkett, Stormwater Engineer, Engineering

Ward: 3

City Council Strategic Plan: Strategic Initiative 3 - Community Development

Item

Consideration of Acceptance of Easement from Emily Brashier for Ridgecrest Stormwater Infrastructure Improvements; \$5,000.00. (Ward 3)

Background

A feasibility study was conducted to investigate drainage issues near the intersection of Ridgecrest Road and Pine Oak Drive, and evaluate stormwater infrastructure improvements. The study recommends installing a grated, street inlet to the west and to the north of the intersection of Ridgecrest Road and Pine Oak Drive and piping the flow to the north side of the culvert under Ridgecrest Road. The existing 60" reinforced concrete pipe (RCP) culvert will be replaced with an 18'x7' reinforced concrete box (RCB) culvert, and channel modification will occur 150 feet upstream of the box. The RCB replacement and channel modifications will require an additional drainage easement and temporary construction easement to the south of Ridgecrest Road. The property owner settled for an amount of \$5,000.00 that falls within the range of fair market value for the following:

Parcel 1 - 0.051 Acres of Drainage Easement

Parcel 1.1 - Temporary Easement

Fund availability verified by Purchasing

This item has been reviewed by the City Attorney's Office as to form and legality.

Time Frame

Immediate upon acceptance.

Issue

Easements are necessary to construct stormwater infrastructure improvements.

Recommendations

Staff recommends approval.

Action Needed

Motion to Approve.

Public Notifications

Posted Agenda.

Fiscal Impact

Amount: \$5,000.00

Account: 568038-8404 Drainage Utility

Additional Information :

The easement acquisition cost is \$5,000.00 which will be paid from the Drainage Utility Budget 568038-8404. Budget authority approved in Fiscal Year 2024 Annual Budget.

Attachments

Location Map

Partially Executed - Parcel 1



SCALE: 1"= 50'

The City of Edmond disclaims any warranty or merchantability of warranty for fitness of use for a particular purpose, expressed or implied, with respect to this data. Furthermore, the City of Edmond disclaims any responsibility for the accuracy or completeness of this data.

1008 Ridgcrest Rd



January 17, 2024

Owner(s): Emily Brashier
1104 East Drive
Edmond, OK 73034

Parcel No. 1, 1.1

Project: Drainage and Street Improvements

Dear Mrs. Brashier:

The City of Edmond is in need of right-of-way on property that you own that is located at **1008 Ridgecrest Road in the Willow Creek subdivision in Edmond, OK** for the purpose of public drainage and street improvements. Please find attached the Drainage and Temporary easement forms and exhibits depicting the legal description of this proposed parcel.

We have contracted with Poe & Associates, Inc. to explain the project and acquire the needed parcel. Courtney West, Right-of-Way Manager, will be available to meet with you and explain the project and its effect on your property.

The City's offer to acquire included the following criteria:

Parcel 1 – Drainage Easement: 0.051 acres (Flood Plain)

Parcel 1.1 – Temporary Easement

The Total offer is \$5,000.00.

The above offer, contingent upon the ability to convey marketable title, is the amount the City of Edmond has determined to be the fair market value of that part of your property needed including damages (if any) to your remaining property.

Thank you for your cooperation and consideration.

Sincerely,

Audrey Plunkett, P.E.
Stormwater Engineer
City of Edmond

Attachments

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Emily Brashier, a single person for and in consideration of One Dollar (\$1.00), in hand paid, receipt of which is hereby acknowledged, does hereby grant and convey unto the City of Edmond, a municipal corporation, an easement and right-of-way through, over, under and across the following described real property and premises, situated in Oklahoma County, State of Oklahoma, to-wit:

The East 15 feet of the West 35 feet of LOT 008 of BLK 007 of the Willow Creek Addition to the City of Edmond, said plat being recorded at Oklahoma County on Book 44, Page 26. Area of easement containing 0.051 acres. See Exhibit A for sketch.

with right of ingress and egress to and from said land and premises for the purpose of constructing, maintaining, and operating
drainage infrastructure through, over, under and upon the same.

Should the grantee(s) abandon the easement and right-of-way for the purposes above stated, then the said easement shall revert to the grantor, his heirs, successors and assigns.

Dated this 17 day of Jan, 2024

Grantor(s)

Emily Brashier
Emily Brashier

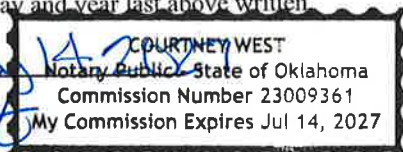
STATE OF OKLAHOMA)
) SS:
OK COUNTY)

Before me, Courtney West in and for this state, on this 17 day of Jan, 2024, personally appeared Emily Brashier to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: July 14, 2027

Courtney West
Notary Public

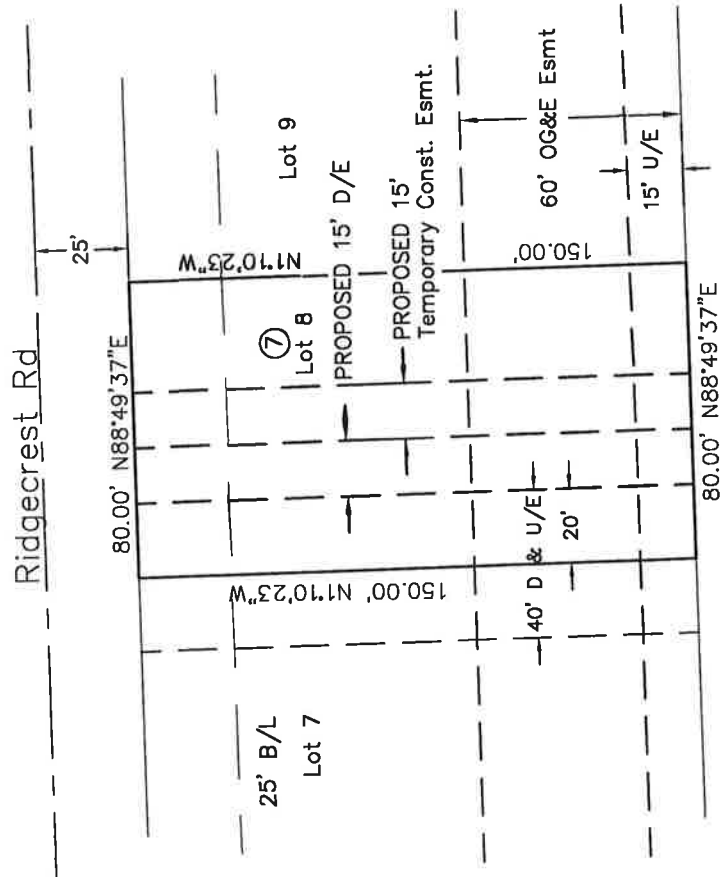


APPROVED as to form and legality this ____ day of _____, 20 ____.

City Attorney

ACCEPTED by the Council of the City of Edmond this ____ day of _____, 20 ____.

City Clerk



Scale 1"=50'



Exhibit A
Drainage Easement
1008 Ridgecrest Road

TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That **Emily Brashier, a single person** for and in consideration of Ten Dollars (\$10.00), in hand paid, receipt of which is hereby acknowledged, does hereby grant and convey unto the City of Edmond, a municipal corporation, an easement and right-of-way through, over, under and across the following described real property and premises, situated in Oklahoma County, State of Oklahoma, to-wit:

The East 15 feet of the West 50 feet of LOT 008 of BLK 007 of the Willow Creek Addition to the City of Edmond, said plat being recorded at Oklahoma County on Book 44, Page 26. See Exhibit A for sketch.

with right of ingress and egress to and from said land and premises for the sole purpose of constructing, maintaining, and operating temporary construction access through, over, under and upon the same.

The Temporary easement and right-of-way for the purposes above stated, shall revert to the grantor, his heirs, successors and assigns upon completion of the improvements as stated

Dated this 17 day of Jan., 20 24

Grantor(s)

Emily Brashier
Emily Brashier

STATE OF OKLAHOMA)

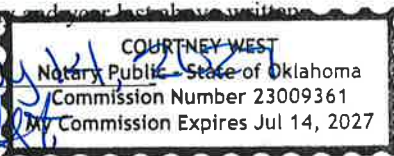
OK.) SS:
COUNTY)

Before me, Courtney West in and for this state, on this 17 day of Jan., 20 24, personally appeared Emily Brashier to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that She executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: July 14, 2027

Courtney West
Notary Public

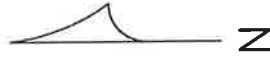
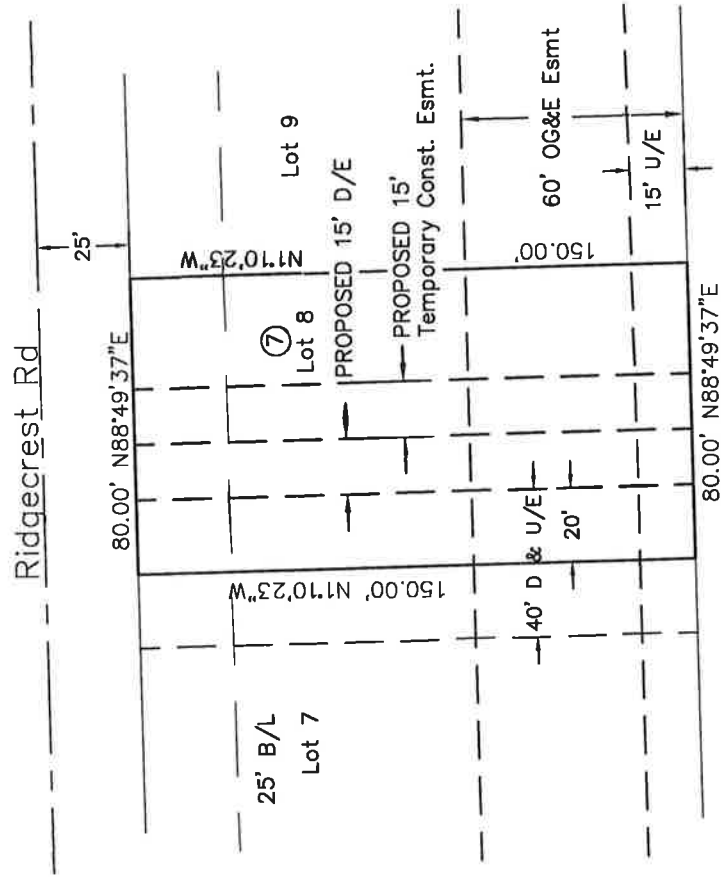


APPROVED as to form and legality this ____ day of _____, 20 ____.

City Attorney

ACCEPTED by the Council of the City of Edmond this ____ day of _____, 20 ____.

City Clerk



Scale 1"=50'



Exhibit A Drainage Easement 1008 Ridgecrest Road



QUIT CLAIM DEED

INDIVIDUAL FORM

THIS INDENTURE, Made this 9 day of JANUARY
JONATHON PERKINS, SINGLE

2024 between

W and EMILY BRASHIER, SINGLE

of the first part,

1104 EAST DRIVE, EDMOND, OK 73034

of the second part, **Witneseth**, that said part Y of the first part, in consideration of the sum of

0.00

DOLLARS to

HIM in hand paid, the receipt of which is hereby acknowledged, do ES hereby quitclaim, grant,

bargain, sell and convey unto the said party of the second part all HIS right, title, interest, estate, and

every claim and demand, both at law and in equity, in and to all the following described property situate in

Oklahoma County, State of Oklahoma, to wit:

LOT 8 BLOCK 7 WILLOW CREEK ADDITION

EXEMPT 3202-4

PID#: R182092470

Together with all and singular the hereditaments and appurtenances thereunto belonging.

To Have and to Hold the above described premises unto the said parties of the second part, and to the heirs and assigns of the survivor forever, so that neither the said part Y of the first part or any person in HIS name and behalf, shall or will hereafter claim or demand any right or title to the said premises or any part thereof; but they and everyone of them shall by these presents be excluded and forever barred.

In Witness Whereof, the said part Y of the first part ha S hereunto set HIS hand the day and year first above written.

[Signature]

STATE OF OKLAHOMA

COUNTY OF Oklahoma } ss:

INDIVIDUAL ACKNOWLEDGEMENT
OKLAHOMA FORM

Before me, the undersigned, a Notary Public in and for said County and State on this 9th day of January, 2024, personally appeared Jonathon A Perkins

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

MY COMMISSION EXPIRES:



[Signature] NOTARY PUBLIC

3122

OAG 2023-1 - INDIVIDUAL

Exhibit to DeedAFFIDAVIT OF LAND OR MINERAL OWNERSHIP: INDIVIDUAL

STATE OF OKLAHOMA)
)
 COUNTY OF _____) ss.

TO: THE ATTORNEY GENERAL OF THE STATE OF OKLAHOMA

Before me, the undersigned Emily Brashier
 (list legal name and any aliases) (the "Affiant"), who, having been first duly sworn, deposes and states as of the date of this Affidavit:

1. I have personal knowledge of the statements made herein.
2. I am:
 - ☒ a citizen of the United States; or
 - ☐ not a citizen of the United States, but an alien who is a bona fide resident of the State of Oklahoma.
3. I acquired title to the real property identified in the Deed to which this Affidavit is attached (the "Property").
4. This Affidavit is executed in accordance with and pursuant to 60 O.S. § 121, which provides in part as follows:

No alien or any person who is not a citizen of the United States shall acquire title to or own land in this state either directly or indirectly through a business entity or trust, except as hereinafter provided, but he or she shall have and enjoy in this state such rights as to personal property as are, or shall be accorded a citizen of the United States under the laws of the nation to which such alien belongs, or by the treaties of such nation with the United States, except as the same may be affected by the provisions of Section 121 et seq. of this title or the Constitution of this state. Provided, however, the requirements of this subsection shall not apply to a business entity that is engaged in regulated interstate commerce in accordance with federal law.

OAG 2023-1 - INDIVIDUAL

5. I acknowledge and understand that section 121 generally prohibits an alien or person who is not a citizen of the United States from acquiring title to or owning land in the State of Oklahoma. I further acknowledge and understand that section 121 does not prohibit an alien who is a bona fide resident of the State of Oklahoma from acquiring title to or owning land in the State of Oklahoma.

6. I acquired title to the Property in compliance with the requirements of 60 O.S. § 121 and no funding source was used in the sale or transfer of the Property in violation of section 121 or any other state or federal law.

7. I acknowledge and understand that making or causing to be made a false statement in this affidavit may subject me to criminal prosecution for perjury and/or being liable for actual damages suffered or incurred by any person or other entity as a result or consequence of the making of or reliance upon such false statement.

FURTHER AFFIANT SAYETH NOT.

Emily Brashier
AFFIANT

Date

1/12/24

The foregoing instrument was acknowledged before me this 12th day of January, 2024,
by Emily Elizabeth Brashier

Jessica Carrasco
NOTARY PUBLIC

My Commission Expires: _____

My Commission Number: _____





20200130010146190
01/30/2020 04:38:54 PM
BK#14250 Pg:1312 Pgs:1 DGED
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
David B. Hooten

QUIT CLAIM DEED

INDIVIDUAL FORM

THIS INDENTURE, Made this 30 day of JANUARY 2020 between
CYNDI FOLEY SINGLE PERSON

_____ of the first part,
and JONATHON PERKINS SINGLE PERSON

of the second part, **Witnesseth**, that said part Y of the first part, in consideration of the sum of
TEN DOLLARS to

HER in hand paid, the receipt of which is hereby acknowledged, do ES hereby quitclaim, grant,
bargain, sell and convey unto the said party of the second part all HIM right, title, interest, estate, and
every claim and demand, both at law and in equity, in and to all the following described property situate in
Oklahoma County, State of Oklahoma, to wit:

**LOT EIGHT BLOCK 7 WILLOW CREEK ADDITION TO THE CITY OF EDMOND
OKLAHOMA COUNTY OKLAHOMA ACCORDING TO THE RECORDED PLAT
THEROF**

W1 **502 N ELM MARLOW OK. 73055**

Exempt Documentary Stamp Tax
08 Title 98
Article 22 Section 3201 or 3202,
Paragraph 3201

PID#: R182092470

Together with all and singular the hereditaments and appurtenances thereunto belonging.

To Have and to Hold the above described premises unto the said parties of the second part, and to
the heirs and assigns of the survivor forever, so that neither the said part Y of the first part or any
person in HER name and behalf, shall or will hereafter claim or demand any right or title to the
said premises or any part thereof; but they and everyone of them shall by these presents be excluded and
forever barred.

In Witness Whereof, the said part Y of the first part ha S hereunto set HER
hand the day and year first above written.

Cyndi Foley

STATE OF OKLAHOMA
COUNTY OF Canadian } SS:

INDIVIDUAL ACKNOWLEDGEMENT
OKLAHOMA FORM

Before me, the undersigned, a Notary Public in and for said County and State on this 30th day of
January, 2020, personally appeared Cyndi Foley

to me known to be the identical person who executed the within and foregoing instrument and acknowledged
to me that she executed the same as her free and voluntary act and deed for the uses and
purposes therein set forth.

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

MY COMMISSION EXPIRES: 4.3.2021

20200130010146190
Filing Fee: \$18.00

01/30/2020 04:38:54 PM
DEED



Shelley A. G.

NOTARY PUBLIC



20190531010741010
05/31/2019 11:38:22 AM
Bk:RE14036 Pg:1464 Pgs:1 DEED
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
David B. Hooten

QUIT CLAIM DEED

INDIVIDUAL FORM

THIS INDENTURE, Made this 31 day of May, 2019 between
Emily Brashier (a single person)

and Cyndi Foley (a single person)

502 N. Elm, Marlow OK 73055

of the second part, **Witnesseth**, that said party y of the first part, in consideration of the sum of:
Zero and no/100 DOLLARS to
her in hand paid, the receipt of which is hereby acknowledged, do es hereby quitclaim, grant,

bargain, sell and convey unto the said party of the second part all her right, title, interest, estate, and
every claim and demand, both at law and in equity, in and to all the following described property situate in
Oklahoma County, State of Oklahoma, to wit:

**Lot Eight (8), in Block Seven (7), of WILLOW CREEK ADDITION, to the City of Edmond,
Oklahoma County, Oklahoma, according to the recorded plat thereof.**

Exempt Documentary Stamp Tax
OS Title 69
Article 32 Section 3201 or 3202,
Paragraph 4

PID#: 182092470

Together with all and singular the hereditaments and appurtenances thereunto belonging.

To Have and to Hold the above described premises unto the said parties of the second part, and to
the heirs and assigns of the survivor forever, so that neither the said party y of the first part or any
person in her name and behalf, shall or will hereafter claim or demand any right or title to the
said premises or any part thereof; but they and everyone of them shall by these presents be excluded and
forever barred.

In Witness Whereof, the said party y of the first part has hereunto set her
hand the day and year first above written.

Emily Brashier

STATE OF OKLAHOMA
COUNTY OF Oklahoma } ss:

INDIVIDUAL ACKNOWLEDGEMENT
OKLAHOMA FORM

Before me, the undersigned, a Notary Public in and for said County and State on this 31 day of

May, 2019, personally appeared
Emily Brashier

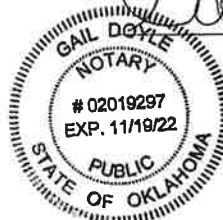
to me known to be the identical person who executed the within and foregoing instrument and acknowledged
to me that she executed the same as her free and voluntary act and deed for the uses and
purposes therein set forth.

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

MY COMMISSION EXPIRES: _____

20190531010741010
Filing Fee: \$13.00

05/31/2019 11:38:22 AM
DEED



Gail Doyle
NOTARY PUBLIC

WARRANTY DEED
Statutory Form Individual

20180326010398618
DEED 03/26/2018
03:17:41 PM Book:13692
Page:48 PageCount:1
Filing Fee:\$13.00
Doc. Tax:\$4.50
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
David B. Hodten

Know All Men by These Presents:

THAT, **57 Holdings LLC**, duly organized and existing under and by virtue of the laws of the State of party of the first part, in consideration of the sum of TEN and No/100 (\$10.00) and other valuable considerations in hand paid, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and convey unto **Emily Brashier** party of the second part, the following described real property and premises situate in Oklahoma County, State of Oklahoma, to wit:

Lot Eight (8), in Block Seven (7), of WILLOW CREEK ADDITION, to the City of Edmond, Oklahoma County, Oklahoma, according to the recorded plat thereof.

TAX ID No.: 182092470 **513 N. Oakridge Drive, Edmond, OK 73034**

Grantee's Mailing Address: ~~0 Ridgewood Road, Edmond, OK 73012~~

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said party of the second part, her heirs and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature. SUBJECT to existing zoning, easements, right-of-ways and restrictive covenants of record.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its Member this 20 day of March, 2018

57 HOLDINGS LLC

Jakob Taylor Davis
Member

01043-81113
Doc Stamps: \$4.50

CORPORATION OR LLC ACKNOWLEDGMENT

State of Oklahoma
County of Oklahoma

Before me, the undersigned, a Notary Public in and for said County and State on this 20 day of March, 2018, personally appeared, Jakob Taylor Davis, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Member and acknowledged to me that same was executed as the free and voluntary act and deed of such entity for the uses and purposes therein set forth.

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

Kyilee Littleton
Commission Expires: December 11, 2020

Stewart Title of Oklahoma, Inc.
701 N. Broadway, Suite 300
Oklahoma City, OK 73102

\$4.50

1/13



City Council / Public Works Authority**5. B.****Meeting Date:** 03/25/2024**Submitted For:** Sara Cobb, Director, Information Technology
Email: Sara.Cobb@edmondok.gov , Phone: 405-359-4517**Submitted By:** Sara Cobb, Director, Information Technology**Ward:** Citywide**City Council Strategic Plan:** Strategic Initiative 2 – Quality of Life

Item

Consideration of Approval of Purchase of Network Firewalls and Switches from Chickasaw Telecom, Inc. on State Contract ITSW1006; \$892,620.92. (Citywide)

Background

This item involves the approval of services for departments / funds under the Public Works Authority (PWA) and the City Council. As such, the item is under both the PWA and City Council portions of the agenda for approval.

This is a request for the purchase of network equipment that is essential for operating the City's network infrastructure, which supports all City departments. The current equipment, which includes firewalls and switches, is due for replacement and will soon reach its end of support. To ensure uninterrupted network services and to prevent any potential security risks, we propose replacing existing network equipment with newer models of Cisco switches and firewall licenses and maintenance. This purchase also includes new switches for Edmond Electric Supervisory Control and Data Acquisition (SCADA) systems.

Fund availability verified by Purchasing.

Time Frame

Network equipment order will be placed upon approval

Issue

The proposed purchase of new equipment will enable us to upgrade our network switch and firewall infrastructure, and will also ensure the security and reliability of the network. Firewalls are a crucial component of our cybersecurity strategy, helping to protect critical infrastructure. Dual systems are required for both the City's primary data center and disaster recovery data center. New switches are required for networking Electric substations. State contracts are competitively bid and local governments have access to purchase off of their bid items.

Recommendations

City Staff Recommends Approval.

Action Needed

Motion to Approve.

Public Notification

Fiscal Impact

Amount: \$892,620.92

Account: 562032-8531 EE Hardware, 562060-8415 IT Furniture/Office, 562060-8249 IT Computer, 562060-8361

Additional Information :

Network Switches for Substations in the amount of \$75,000 will be paid by EPWA Electric Fund - 562032-8531 Electric Hardware/Software Systems. For the remainder of the FireWalls and Switches \$378,297.16 will be paid from the Information Technology Budget 652060-8415 and \$126,085.93 for supporting equipment will be paid from 652060-8249 IT Computer Hardware. Hardware maintenance costs of \$143,609.21 will be paid from the Information Technology Budget 652060-8313 Hardware Maintenance/Repairs. \$169,628.62, the cost of software licenses and services will be paid from the Information Technology Budget 652060-8361. Budget authority approved in Fiscal Year 2024 Annual Budget.

City Council / Public Works Authority

7. A.

Meeting Date: 03/25/2024

Submitted For: Kory Atcuson, City Clerk, City Clerk's Office

Email: Kory.Atcuson@edmondok.gov , Phone: 405-359-4555

Submitted By: Kory Atcuson, City Clerk, City Clerk's Office

Ward: Citywide

City Council Strategic Plan: N/A

Item

Consideration of Approval of City Council Special Meeting Minutes: March 11, 2024. (Citywide)

Background

Time Frame

Issue

Recommendations

Action Needed

Public Notification

Attachments

20240311CCW

Edmond City Council Minutes - March 11, 2024

Special Meeting: Fiscal Year 2024-25 Budget Kickoff Workshop

1. Call to Order.

Mayor Davis called the special meeting of the Edmond City Council to order at 3:30 PM, Monday, March 11, 2024, in the City Council Chambers, 20 S. Littler, Edmond, Oklahoma. The agenda for this meeting was posted in the City First Administration Building on March 7, 2024 at 12:50 PM.

PRESENT: Mayor Davis, Councilmembers Moore, Mugg, Peterson, and Robins

ABSENT: None

2. Welcome and Update from City Staff on Fiscal Year 2024-25 Budget Process.

City staff including Scot Rigby, City Manager, and Jared Campbell, Budget Senior Manager, provided an overview of the Fiscal Year 2024-25 Budget Process.

3. Update from City Staff on Economic Outlook.

City staff including Scot Rigby, City Manager, and Jared Campbell, Budget Senior Manager, provided an updated Economic Outlook.

Mr. Campbell noted that next year's economic outlook would likely necessitate a flat or near flat budget.

4. Discussion of Revenue Projections and Obligations for Fiscal Year 2024-25.

City staff including Scot Rigby, City Manager, and Jared Campbell, Budget Senior Manager, provided updated revenue projections and obligations for Fiscal Year 2024-25.

Councilmembers requested that staff provide a list of restricted/unrestricted reserve balances.

5. Adjournment.

Mayor Davis adjourned the meeting.

City Clerk

Mayor

City Council / Public Works Authority

7. B.

Meeting Date: 03/25/2024

Submitted For: Kory Atcuson, City Clerk, City Clerk's Office

Email: Kory.Atcuson@edmondok.gov , Phone: 405-359-4555

Submitted By: Kory Atcuson, City Clerk, City Clerk's Office

Ward: Citywide

City Council Strategic Plan: N/A

Item

Consideration of Approval of City Council Regular Meeting Minutes: March 11, 2024. (Citywide)

Background

Time Frame

Issue

Recommendations

Action Needed

Public Notification

Attachments

20240311CC

Edmond City Council Minutes - March 11, 2024

Regular Meeting

1. Call to Order of the Edmond City Council Meeting.

Mayor Davis called the regular meeting of the Edmond City Council to order at 5:30 PM, Monday, March 11, 2024, in the City Council Chambers located at 20 S. Littler, Edmond, Oklahoma. The agenda for this meeting was posted in the City First Administration Building on March 7, 2024, at 2:24 PM.

PRESENT: Mayor Davis, Councilmembers Moore, Mugg, Peterson, and Robins

ABSENT: None

2. Consideration of Approval of City Council Meeting Minutes:

A. Consideration of Approval of City Council Special Meeting Minutes: February 26, 2024.

B. Consideration of Approval of City Council Regular Meeting Minutes: February 26, 2024.

Motion by Councilmember Peterson, seconded by Councilmember Moore, to approve agenda items 2.A. and 2.B. Motion carried as follows:

YES: Mayor Davis, Councilmembers Moore, Mugg, Peterson, and Robins

NO: None

3. Presentations:

A. Recognition of the City of Edmond as the Recipient of the 2024 Oklahoma Local Agricultural Summit Outstanding Support Organization Award for the Edmond Farmers Market.

Mayor Davis recognized that the City of Edmond had received the 2024 Oklahoma Local Agricultural Summit Outstanding Support Organization Award for the Edmond Farmers Market.

B. City Manager's Update.

Scot Rigby, City Manager, provided an update on the state grocery tax, sales tax and use tax collections in Edmond, the Development Advisory Forum, the SmartChoice Portal, Leadership Edmond, and upcoming events in Edmond.

4. Consideration of Appointments and Reappointments:

A. Ward Four Appointments and Reappointments:

1. Appointment of Cody Mosley to the Capital Improvement Projects Advisory Board to Fulfill the Unexpired Term of Brian Holland; Term Expires June 2026.

Motion by Councilmember Peterson, seconded by Councilmember Mugg, to approve all appointments and reappointments made under agenda item 4. Motion carried as follows:

YES: Mayor Davis, Councilmembers Moore, Mugg, Peterson, and Robins

NO: None

5. City Council Public Hearing Items:

A. Public Hearing and Consideration of the Following Items Related to the Property Located at 1300 E Ayers, Declared a Public Nuisance by the Edmond City Council on February 26, 2024:

Mayor Davis opened the public hearing for agenda item 5.A.

- 1. Update from City Staff and Property Owners Regarding the Status of Actions Required for Abatement.**
- 2. Discussion and Consideration of Resolution No. 8-24 Finding that the Public Nuisance Existing on Property Located at 1300 East Ayers in the City of Edmond has Not Been Abated as Directed by the Edmond City Council on February 26, 2024; Determining that Summary Abatement is Not Practical; And Directing the City Attorney to File Suit in District Court Seeking to Abate Said Public Nuisance.**
- 3. Discussion and Consideration of Directing the Owner and Other Persons Responsible for or Causing the Public Nuisance Existing on Property Located at 1300 East Ayers in the City of Edmond to take Additional Actions and/or Abate it within a Specified Time.**

Kirsten Ledington, Building Services Manager, noted that staff were on the property the morning of March 11, 2024, and were able to inspect more of the rooms on the first floor than staff were able to get into during the last inspection. Some progress had been made on the first floor, but the only changes made on the second and third floors was some “desperately needed” lighting.

Mayor Davis asked to clarify if it is only the first floor that is authorized to be occupied.

Ms. Ledington responded that was correct.

Mayor Davis asked if what had occurred was a “total facility building inspection.”

Ms. Ledington responded that was correct.

Ivan Smith, Code Enforcement Supervisor, noted that staff had inspected the property on February 28, 2024, as directed by the City Council. At that time, staff had noted a number of issues on the property. Mr. Smith noted that staff were also on the property on March 11, 2024, and did see an improvement in the conditions on the first floor.

Mr. Smith noted that more than seventy percent of the violations initially identified were still outstanding during the inspection earlier in the day. The majority of these violations were on the second and third floors.

Councilmember Robins noted that previous statements had indicated that there were no occupants on the second or third floor of the building. Councilmember Robins asked if Mr. Smith, or other City staff, had observed evidence of anyone occupying the second or third floor of the building.

Mr. Smith stated that he was not part of the second-floor inspection team, but that it was his understanding that there was one occupant on the second floor.

Mr. Smith again noted that seventy percent of violations remain uncorrected. He noted that there was work done, the majority of which was done on the first floor. He noted that staff had initially identified fifty-nine violations on the first floor, twenty percent of which have now been corrected. He noted staff had identified one hundred and twenty-seven violations on the second floor, less than one percent of which have been corrected. He also noted that staff had identified one hundred and seventy-seven violations on the third floor, none of those have been corrected. Finally, he noted that on the outside of the building there were approximately thirty-three violations identified, with only seven percent of those corrected.

Councilmember Robins asked if the violations observed, such as roaches, vermin, and unsanitary and dilapidated conditions, were caused the week before or happened suddenly to the property owner.

Mr. Smith responded that "it didn't happen overnight sir."

Councilmember Robins asked if the property owner has been in charge of the property since approximately 2014.

Mr. Smith responded that it sounded accurate.

Councilmember Robins requested clarification on the number of violations on the property.

Mr. Smith responded that it was approximately three hundred and ninety-seven.

Councilmember Robins noted that those violations included "trip hazards, interior surfaces damaged, not sanitary, damaged tiles, exposed wiring, non-compliant HVAC, roaches, mice, lockbox not working, tiles not working, poor lighting, electrical panel breakers - not being able to close the doors, fire violations." He expressed that these issues would not have happened overnight. He asked if these issues would have developed over the ten-year period the property owner has been in charge of the property.

Mr. Smith responded that it was an accurate statement.

Councilmember Robins stated that "what we are being asked to do as Council is to look at a property owner who is willfully neglected his property and not invested in it, caused roaches, caused mice..."

Mayor Davis interjected to note that "all we are trying to do now is just find out what's going on at the property... the facts are going to speak for themselves."

Councilmember Robins stated “I’ll speak for myself. That’s what I’ll do.”

Mayor Davis stated, “I understand you’d like to do that sir, but I want to keep us in the lane so we have the information that is necessary for us to make a decision this evening.”

Councilmember Robins responded “The information that I’m using is that we’ve got a property owner who over ten years has willfully neglected his property that has caused almost four hundred of these violations which were just reported to us, at this, to be able to look at. So, I’m asking the question, of these four hundred violations, is this a ‘whoops, surprise’ or is this something that has been building up over years because somebody hasn’t been, over and over again, not investing in their property which has caused a security, public, health, and safety nuisance.”

Mayor Davis responded that “I would like to go through the process for our City staff to come through and tell us what, we gave them a task to go out and inspect. I would like for us to go through the process and then give us that inspection from all of them. We have several, we have fire, we have the Police Chief coming up...”

Councilmember Robins responded “Yes, so my question is this. Are the four hundred violations, something we were just given, of the rat poop, cockroaches, the soiled, the blocked doors, the fire hazard, the uncompliant HVAC, all of that, is that something, in your opinion, that has happened since last week or is it something that the property owner has not been maintaining or investing in, over a period of years?”

Mr. Smith responded, “Councilmember Robins, it would be my assumption that this didn’t happen in a short period of time... This would be neglect. All of this didn’t happen overnight.”

Mayor Davis stated his desire for all staff presentations to be completed before questions are asked.

Councilmember Robins stated he could wait until all the presentations are done to ask questions.

Mike Fitzgerald, Assistant Fire Chief, provided an updated inspection list to members of the City Council. Mr. Fitzgerald noted that at the reinspection earlier in the day, March 11, 2024, staff did observe that the fire protection systems, being the fire alarm the fire sprinkler system, and the standpipe systems have been inspected, are up to date, and are tagged properly. He stated that the fire hydrants have not been inspected yet. He noted that the smoke alarms are not operating at all on the second or third floors. He noted that there is smoking in the building and that smoke alarms on the first floor are being taken down by residents. Mr. Fitzgerald noted that there are still egress issues and sprinkler head issues on the property.

Mayor Davis asked how the violations on the second and third floor impact the occupants on the first floor.

Mr. Fitzgerald stated that it would impact them in that the entire building is not completely fire safe, there is still open wiring, no working smoke alarms, which allows a fire to grow in size before individuals are notified.

J.D. Younger, Edmond Police Chief, stated that since the previous meeting on February 26, 2024, first responders had responded to the property twenty times, three

of which were fire responses, eight were police responses to a traditional call for service, ranging in nature from suspicious activity, to theft, to one deceased body, and nine proactive calls, in which officers took initiative to go by to meet with people or check the location.

Councilmember Robins asked, “if I have people that are part of a vulnerable population, seniors, people facing addiction, veterans, on the first floor, why do I care if there are working fire / smoke alarms on the second and third floor?”

Mr. Fitzgerald noted that it’s an issue of delayed notification and the risk of fire spreading.

Councilmember Robins asked why exposed wiring was an issue.

Mr. Fitzgerald stated that it’s a fire hazard and that sparks could cause combustibles in the area to catch fire.

Councilmember Moore asked if these issues cause a risk to the City’s first responders.

Mr. Fitzgerald responded, “Absolutely. Any fire they go into is a risk.”

Councilmember Moore asked if it was a greater risk.

Mr. Fitzgerald responded, “all fires are different. I wouldn’t say a greater risk, any fire they go into is a risk. This is a large structure though, so that does potentially create a greater risk than a single-family home, but even single-family homes are difficult.”

Councilmember Robins asked if any occupants were observed on the second or third floor of the building.

Mr. Fitzgerald stated that during the initial inspection, there were two apartments on the second floor that were occupied. He further stated that “in an earlier inspection prior to that, there was an occupant on the third floor. We’ve spoke to the property owner several times about this.”

Councilmember Robins stated, “so what you’re telling me is what was presented to us, before, previously, per your inspection, is not correct. So, we did have a situation where there was exposed wiring, multiple code violations, sprinkler systems that weren’t there, inoperable equipment, and from your inspection, you found folks both on the second and third floor at various times that were living there.”

Mr. Fitzgerald responded that was correct.

Councilmember Robins asked if the average cost to send out a fire truck, per call, was approximately \$400.00.

Mr. Fitzgerald responded that was probably close.

Councilmember Robins expressed his concern with the costs of sending out first responders to the property multiple times.

Councilmember Robins asked if the issues on the property were caused suddenly.

Mr. Fitzgerald responded that it was a pattern.

Councilmember Robins noted that the property owner had been instructed to both hire CLEET certified security to be on the property 24/7, and to provide a copy of their contract to the City, no later than 5PM Friday, March 1, 2024.

Madeline Sawyer, City Attorney, noted that she received a copy of the security contract on Sunday, March 10, 2024, at 1:23PM.

Councilmember Robins stated that he had been notified about a “person that is unhoused” that had set up a tent on the property. He stated that he then notified Code Enforcement.

Mr. Smith stated that upon receipt of Councilmember Robins’ notification, he had seen a “homeless encampment” on the property and approached security on the property about it. He stated that the security guard said that they would take care of it.

Councilmember Robins expressed concern that it took City action to address the issue versus the property security taking care of it.

Mr. Smith stated that he believed the security guard hadn’t understood that the portion of the property that the tent was set up on was part of the subject property.

Mayor Davis provided an opportunity for the property owner, or a representative of the property owner, to speak.

Danny Shadid identified himself as the attorney for the property owner at 1300 E Ayers.

Mr. Shadid began by noting “the person that set up this little tent encampment, that Councilmember Robins wants to talk about and blow it out of proportion, was not known at the time. When it was found out, the person was removed. It was not a resident of the property.”

Councilmember Robins asked, “so you're saying that the security that was employed did not know the boundaries of the property?”

Mr. Shadid stated, “I believe you were just told that.”

Councilmember Robins responded, “I’m asking you.”

Mr. Shadid said, “No. I don’t know the answer. I know what I just heard. I know what the people on the property believe and you were just told by a staff member, Councilman, that he did not believe that the security guard knew the extent of where that property boundary was.

Councilmember Robins responded, “so the property owner didn't instruct the security guard as to where the property was?”

Mr. Shadid responded, “I don't know Councilman and I'm not going to be cross-examined by you.”

Councilmember Robins stated, “yeah, you'll answer any...”

Mr. Shadid interjected, “no, I shan't.”

Councilmember Robins stated “yeah, you will.”

Mr. Shadid responded, “no I won’t. You will. When you’re a defendant, you will.”

Mayor Davis interjected, “excuse me, excuse me, I would just like to have some orderly question and answer period and not an interrogation of the speaker or Councilperson. There's a very civil way to handle this Councilman and audience. It's just a question-and-answer period so that the Council can get enough information to make a determination on the next steps. Please know, this is one of the things I've thought about over the past two weeks, our words and actions up here have an impact on the community and the residents there and I don't want to put any additional pressure on the residents that are there because they are a subset of what's going on here. Our issue tonight, and the attorney Shadid is here to represent the property owner and that's what we're talking about, the property. So, let's do this in a civil manner of question and answer so that the Council, at the end of this period, we can determine next steps.”

Mr. Shadid stated, “on the subject of a security company, the security contract was not entered into by March 1st at 5PM. The owner of our intended security company called Blackhawk Security, which is now in place, was out of town. That person, Mr. Danny Franks, came to my office along with the owners on March 6th. Prior to March 6th, individual CLEET certified personnel, from time to time, were retained on an eight-hour basis, if I understand correctly. Primarily for overnight until this contract could be put in place; and that happened basically from March 1st until approximately March 6th and that was sporadic. It was primarily overnight with CLEET certified individuals. On March 6th, which I believe was a Wednesday, Mr. Franks attended in my office. The contract had been signed previously and then my client, who had also been out of town, but he was there at my office. The contract was actually signed in full on March 6th. I said that wrong. It was brought to me on March 6th by Mr. Franks and I misstated. I had to send it to my client who was out of town at the time for counter signature. The contract I sent to Ms. Sawyer on March 10th and at that time it had been counter signed. My client signed it on March 9th while he was out of state, sent it back to me, we had to play the e-mail game back and forth. But the security was on site 24/7 from the late afternoon of March 6th through right now and continues. I believe that's what the Council most wanted but it's gotten done. There's been real money invested in that and that security company there is there 24/7.”

Mr. Shadid continued, “today, I'm hearing again things from Councilman Robins in the nature of the prosecutorial fashion about how something didn't occur overnight. Nothing occurred overnight. But it didn't all go back to 2014 either. A year ago, this Council declared the property not a nuisance and that's on the record.”

Mr. Shadid continued, “now, additional things as you were told, I believe, sprinkling system has been green tagged. When we were here last, there were questions about the elevator. You may recall that the temporary permit on the elevator, had, on paper, expired February 10th and when we were here on February 26th that was a concern of the City Council. On February 27th, the very next day, we had the Department of Labor out to the premises to do the inspection of the elevator at that time and the report has been submitted through counsel showing no violations and no recommendations. A few days later, Ms. Sawyer sent me a note saying that she had heard that the certificate was not posted in the elevator and I replied to her, after talking with the folks on the property, that the certificate had been placed, had been torn down, and now it's in a frame inside of the elevator, this is what I'm told.”

Mr. Shadid continued, “you were just told a few moments ago about twenty responses from first responders within the last two weeks. You were told that three of them were fire related, that eight were traditional police calls, and that nine were proactive where the police just went by. That's fine. There had been one natural death on the property within the past two weeks. I assume that part of the response that dealt with that natural death, EMS, I think fire and police were there when that person deceased.”

Councilmember Robins asked, “has the coroner declared that a natural death or cause?”

Mr. Shadid responded, “I'm sorry sir.”

Councilmember Robins responded, “you said it was a natural death, I was just curious if the coroner...”

Mr. Shadid interjected, “well, let me put it this way, I believe it was ruled that there was not foul play. I believe that's how it was explained to me. Not foul play. That's all I know.”

Mr. Shadid continued, “the report that was just passed out to you, I have not seen. I heard what I heard here. Progress has been made. We made, when we were here last time, I mentioned to you the group called Zoey Healing Centers. Two of their representatives are here and Ms. Paula Parkhurst, who is not technically a formal representative but has worked with them is here, and they've been on site just about every day since we were last here, trying to govern and monitor things on the property. This deal about residents on the second floor or the word occupants. I believe, I cannot swear and I will not swear to you, but I believe that they're referring to two of the workers on the property that used the second floor to live in while they were there and hopefully that is being rectified. The contract with Blackhawk Security is in your possession. Nice little newspaper article that appeared this morning in the Oklahoman even shows a picture of the Blackhawk Security car in front of the premises. The current plan is just a little teeny bit different than what I mentioned two weeks ago. It's been determined that it's probably better to use a traditional management company to operate the property and to allow the Zoey Healing Centers to conduct their charitable work on the property as time goes on. We've already had a contractor come out to look at the property, give us estimates on what it's going to take to bring everything up to code. It's a six-figure number, a lower six-figure number to bring it up to code. We're also working on estimates to do complete refurbishing of the property for the future. As you know, only the first floor right now is occupied. Also, for your information, about three days or so after the last meeting, February 29th or March 1st and I cannot remember which, a representative of the VA who works with these residents, who are actually tenants from the VA, came out to have a meeting with them. Most of those people were advised that the VA, through the caseworkers, will be working to try and relocate them during this time if they want to and it's probably during the repair phase better for them. But there were some people that were adamant that said they weren't moving. Right now, nobody has been relocated. There's still, as I understand it, approximately thirty people living on the first floor. The common areas, I think the inspectors will tell you, have been thoroughly cleaned and are vastly improved. Now, getting inside of a person's apartment is a different story. We can't just walk in on them. As Chief Fitzgerald mentioned, some people smoke. We can't always stop, now there's a future plan to make this a smoke-free facility, but there are leases in place right now. We can't necessarily stop them from doing that and as the Chief also told you some people were just tinkering with the

smoke alarms inside of their units, so from a landlord tenant standpoint we have to deal with that one-on-one, but we have to do it according to the lease and according to the law. If the Council has any other questions of me, I don't want to just carry on forever. We are making progress. We want to keep making progress. Let's see if I missed anything from Ms. Sawyer's questions. I believe we still have one security camera to install. I'm pretty sure that all exit signs have been taken care of, and things of that nature, but there is more work to do. We're working. We've got a contractor that is not signed up yet but has given us some preliminary estimates and I think he wants to go through, his name is John Gilmore, he really exists, and that's basically the report from this end."

Mayor Davis stated that, "so what I've heard is this, I've heard the reports from City staff that there have been a number of violations, the entire building has been documented. In the past two weeks there's been numerous, double-digit first responder calls over there, fire, proactive, traditional calls, from a building, that, using your words, might have been deemed not a nuisance a year ago but a year later it's a nuisance. You tell us that there's a lot of work to do and I have great concern with that. That we're here, for the building to go down in a year, that's a lot. It's just not good. Then I have the overall concern that the inspections that were done, which I'm glad was all encompassing for the entire floors, that does impact from a safety and health, welfare aspect for the occupants on the first floor if there is fire hazards potentially above. There could be a fire smoldering and the occupants downstairs might not even know it until it's too late. So, I still have great concern about what has happened, how did it get to this point again, and let's see if the Council has any other questions for you."

Mr. Shadid stated, "the property owners have, in fact, turned over the operation. They're not on the property right now. They have turned the property over, this past couple of weeks, basically under the guidance of the representatives of Zoey Healing, but I believe we really are going to use a real management company to take over the daily operations. We've had a gentleman there, who has been paid money to oversee the day-to-day operations in terms of the actual management and handling stuff day-to-day. There's been a lot of people on the property. These two ladies have been there, along with some others, every day since. We're doing work and what else can you ask except that we try and get the matter to the point with the property that the Council is satisfied. The list that we got on January 29th from the Fire Department was vastly different than the list that we got on February 28th. I said that wrong. On January 29th compared to February 28th. Why it was that much different I don't know."

Councilmember Moore asked, "what do you mean by that?"

Mr. Shadid responded, "what I mean is on January 29th, and I showed it to the Council the last time we were here, I got a list that looks like this with maybe twenty to twenty-five bullet points, if that many, and then on February 28th, I got a five-page list that was much more encompassing."

Councilmember Peterson commented, "the Fire Department clarified that by saying they started the inspections and then they just stopped and so we did not have a complete inspection of the facility. So, after our last meeting, they said that in the Council meeting."

Mr. Shadid stated, "that's not what this letter says that was given to us."

Councilmember Peterson continued, “so then he went back out, on our wishes, and inspected the entire facility because we said we need a complete inspection, not just of the first floor, not just walk in and say okay all of these and then back out, we need an inspection of everything, so we can see what we’re looking at. You were at that meeting, you heard them.”

Mr. Shadid responded, “but I also know the words that he wrote on this letter.”

Councilmember Peterson responded, “but you also heard him.”

Mr. Shadid responded, “well, I heard him.”

Councilmember Peterson responded, “I know you heard him two weeks ago.”

Mr. Shadid responded, “I also know what he told the property owners. He said this is what we found. He didn’t...”

Mayor Davis stated, “I’m not going to get into the semantics of this.”

Councilmember Moore stated that at the appropriate time he’d like to comment on the item and make a motion.

Mayor Davis noted that he wanted to follow the proper process. Mayor Davis stated “the building is not inhabitable right now, in my words, that’s my words. We’ve had our inspectors look out there and there is numerous things that are wrong with the building and however long it took for it to happen, it has happened. It seems it’s within the past year, its reoccurred. Some of it might have been festering from the previous time, I don’t know. But the thing is this, we look at the number of calls we’ve had, we look at the amount of crime we’ve had over there, that’s why we determined that this place is a public nuisance. So now when we look at the categories of a public nuisance, our Council must make the determination, have those been rectified enough or cleared up enough to say it’s not a public nuisance anymore. I don’t know if I’ve heard that yet. We still have a lot of issues, life and limb issues, at this facility. All I’ve heard from you is this - we have a lot of work to do.”

Mr. Shadid responded, “we’ve done a lot of work, and we have a lot of work to do.”

Councilmember Robins stated, “one thing that stuck out to me is that this Council, in declaring a public nuisance at our last meeting, had set the date. We’d set an earlier date, but Mr. Shadid had asked for March 1st at 5PM, to have Ms. Madeline Sawyer have a contract in hand of 24/7 CLEET security. What I captured, and I wrote this down, these exact words, was that because the property owner was out of town, that Mr. Shadid had to play a quote ‘email game’ with him until March 9th until it was signed and March 6th is when potentially the 24/7 CLEET security was on site. My challenge is that on Monday, March 4th, at approximately 5PM, which was publicly posted by our Edmond Police Department if you do care to look at it, case number 24-13274, that Edmond Police responded to a report of an unresponsive male at the residence of 1300 East Ayers. Upon arrival the police confirmed that the sixty-eight-year-old was deceased from an apparent drug overdose. This investigation is ongoing, the official cause of death will be determined by the medical examiner. So, when you say there wasn’t foul play and you initially said that it was natural causes. Let me get something straight, this isn’t a court room, you brought your court reporter, but just because you bring a tux and somebody else brings a dress, doesn’t mean we get married and play house. I represent the people of my district, of my ward, and I have

pledged to them that we will have a community that has property owners that are safe, that take of their properties. I've met with the VA and the American Legion who have very, very real concerns about how people within their organization have been treated. The Supreme Court offers me unequivocal safeguards as a publicly elected official, in charge of representing those who elected me, as I put my name on the ballot and a functioning democratic society, a high bar of political speech, protected and recognized, and you might think of New York Times vs. Sullivan in 64, which basically said because I'm a public official, I can fight for my residents. I can say what I'm for and what I'm against. I can look them in the eye and say I'll show up and do the hard work to go through the voluminous case files and everything that I need to. Now, if you don't like it, what your client can do, is take a picture of the cockroaches that are in, that we have now from the inspection, and you can blow it up and you can put it on a billboard and you can say Mr. Robins is the real cockroach because he wants me to get rid of mine. You can spend millions of dollars doing that or your client can. But I have every right to be able to stand up and defend our residents from those people. Last comment, you said that on the second or third floor your understanding that it might be a maintenance person or persons that have access to that or were sleeping there. Well, I believe that maintenance people's lives are worth it. So, if there's been somewhere with exposed wiring, taped over or shut doors, or not access to exits, however, again if you would just read the police reports that are publicly available, in the research that I have done, case number 24-25555, February 5, 2024, a gentleman who was identified by both of your property owners as a part of the investigation who was on site as a handyman, no contract, no vetting, no background check, was arrested for possession and distribution of child pornography. So yes, I will vote to declare this a public nuisance. Because if that isn't, I don't know what is."

Mr. Shadid responded, "Councilman, you have the right to say anything you want to say. You don't have the right to deny my client of due process. We will take that up. One thing he failed to say, he said, well, he missed part of the words. I said my client signed on February 9th, he missed the part and left out the part that the owner of the security company was out of town also and didn't make it back in until March 6th and that's on the record and I said so."

Councilmember Robins responded, "are there not more than one security companies in this state that service this area? Was that the only option? Someone died on March 4th. Was the property owner only..."

Mr. Shadid interjected, "the person that died on March 4th has nothing to do with security."

Councilmember Robins responded, "that's your opinion."

Mr. Shadid responded, "that is my opinion, and I haven't heard any evidence to the contrary. I was told not foul play."

Mayor Davis noted, "so Council, this is what is in front of us. The original determination that we made two weeks ago for declaring this a nuisance, those items, Council you need, well, one has already stated, do you think it's been cleaned up enough that it's still not a public nuisance or that it's still a public nuisance. The other part of that is this, we still have thirty residents there. This is what we have to understand. We continue it as a public nuisance, what's next? Because then you have to take into account the residents that are there. We are not going to make an action to say they are out on the street tomorrow. That ain't happening. I'm pretty sure that's none of our intent up here. Our intent is to clean up, either do something with the

building and the owner. Then we have to take into account that we don't want to add any additional harm to the residents during this transitional time for them, potentially. So, I need to hear from you Council.

Mr. Shadid stated, "the items that Councilman Robins just mentioned about the photographs that he has aren't from today because that doesn't exist in the common areas today. That's all."

Councilmember Moore noted that all members of council shared concerns about making sure no resident is being put out on the streets.

Christy Batterson, Housing and Community Development Manager, noted that the VA program and the Oklahoma Housing Finance Agency had been working to get new vouchers for the veterans that want to move out. She noted that "six of the twenty" are vouchered. Residents are beginning the process to get new vouchers so they can move out of the property. She noted that "we would need some time to move the remaining that want to move."

Mayor Davis asked what "some time" meant?

Ms. Batterson answered approximately sixty to ninety days. She noted agencies are trying to speed up the process, as it's an emergency.

Councilmember Mugg asked, "so if they don't have a voucher, but other organizations are willing to pay for their expenses in that sixty-to-ninety-day period, then they could be relocated right? That's just getting the government to move the 850 a month to a different location."

Ms. Batterson responded, "that is correct. Keep in mind that there are some, there would be some difficulties for some of these residents to move to new facilities. Some of them have animals. It is my understanding that some of the landlords that have spoke up do not accept pets. So, there are some considerations that would have to be taken. I have been in contact with both organizations for the help and assistance they could provide. There is other organizations out there that could potentially provide, but it would be a few days to try to get everything in."

Councilmember Robins stated, "I also spoke with our Congresswoman. I spoke with our U.S. Senator James Lankford. I was there last week. I'll be flying back to DC next week and ask to meet with their HUD staff in charge of the HUD program to make sure this is on their radar, and they can expedite it. So, I'll be back in DC with that meeting with HUD next week."

Deric Duncan, VFW Post Commander and Edmond resident, discussed VFW Post programs for housing assistance and their efforts to ensure those with housing needs on the property have a place to move to.

Mayor Davis commented, "in a perfect world, it would be nice to get everybody out of that facility and, just like it happened last time, we got everybody out of the facility over a period of time and then the owner at that time had to bring it up to a certain standard, which we thought they did, but they didn't. I don't know if that world exists right now."

Rex Ice, Commander of the local American Legion post, provided details about the immediate assistance available to those that would need to be rehoused.

Teresa Jamie-Marsee explained the process for residents to be issued new vouchers.

Councilmember Mugg stated, “Mayor, back to your question about have we seen sufficient abatement. We gave a very detailed list. There were violations, there were things that needed to be done and they haven’t. So, my short answer to that is no. I think we’ve got to move forward with the process. I struggle with, we need a safe place for these people to live and living where they are living now is not a safe place. It’s not a habitable place. It’s not a safe place. These things have developed - redeveloped - in the last twelve to fourteen months. It was a habitable place, many things were promised, and told, and we were on the right track. The owners are not here tonight. There are only seven percent of the things on the outside of the building that were addressed. So, this idea that you can’t access the rooms, I’m not buying that. When only seven percent of the violations on the outside of the building were taken care of. We have been told, point blank, there is no one living on the second or third floor. It sure sounds like someone has been living on the second floor, probably two people. Quite frankly, I’m tired of being lied to. This is not a safe place. This is not a good place for these people to live. It’s not safe for our first responders. It’s a waste of taxpayer money. I’m done. We need to move forward on this. If part of I’m done and moving forward on that means that the process takes sixty to ninety days, then I say we start it tonight. It is not abated enough for me. I’m ready to move forward. We already declared it a public nuisance. We said what needed to be done to show abatement. Maybe thirty percent of those things have been done. To the point of security, there are other security organizations. What was there before that was sporadic overnight. This thing about two people living on the second floor, egress, ingress, these are not just calls. These are things that could have been fixed. Should have been fixed. Should never have reoccurred.”

Councilmember Mugg asked the City Attorney: if a motion was made to file suit at district court, what does that time frame look like from a legal standpoint of protecting these people and their well-being.

Madeline Sawyer, City Attorney, responded that it would depend on the docket.

Councilmember Mugg commented that just because the motion to direct action at district court is made tonight, it doesn’t mean that residents of the property would be forced out the following day. The timeline would depend on the length of time of the court action and court order.

Motion by Councilmember Moore, seconded by Councilmember Mugg, to approve Resolution No. 8-24, finding that the public nuisance existing on the property located at 1300 East Ayers in the City of Edmond has not been abated as directed by the Edmond City Council on February 26, 2024; determining that summary abatement is not practical; and directing the City Attorney to file suit in district court seeking to abate said public nuisance.

Mayor Davis asked if any Councilmember wished to speak for or against the item.

Councilmember Moore stated, “I’m looking at these percentages that have been repaired. One percent out of one hundred and twenty-seven, zero on the third floor, seven of thirty-three on the outside. If the property owner were a baseball player, they wouldn’t even make the minor leagues with a batting average like that. This is unacceptable. I know Mr. Shadid is doing his work to represent his client. It’s just not good enough. At the rate this is going, we could be sitting here in a year waiting for this to be resolved. I think it’s just deplorable what’s going on over there.

Unacceptable. Ms. Mugg has said that. We've all said it. It's the damn truth. It's horrible."

Mayor Davis commented, "we need to continue to work with the occupants that no one is being evicted tonight. There is a process we need to go through, because the processes that we've gone through for the past year and the time before that did not work out. These are the processes we have to go through, and we have all of the other organizations out there to continue to help and maybe this is highlighting the need for different types of housing in our community that we don't have."

Councilmember Peterson commented, "most everything has been said, but it's not just the residents that are living in this community that are threatened, but it's the residents that live around that community that are threatened. Even if you don't consider the pure outright, not neglect, but all the code violations that have happened and you are correct this didn't happen overnight. It happened years in advance. We closed it down. They were fixing the items. It became habitable again with a list of things they were going to continue to do. Like Councilwoman Mugg said, we've been lied to. I don't allow lying in my family, I'm certainly not going to allow it for my residents. It's a horrible safety issue. The fact when our first responders are there, they can't be anywhere else. That's okay if there's an emergency situation. But not in a place that should be cleaned up. That's an unreasonable amount of emergency calls made from that facility. So, in good conscience to the residents that not only live there, but the ones that live around it, and to the community who are paying for these responses, quite frankly, if not financially, maybe for their families. I have to vote for this."

Councilmember Robins commented, "in my mind this has been going on since 2014. The VFW, the American Legion, this property, Portland Hills Elementary School, UCO, right in that area. The record speaks for itself. Somebody says well the property owner was traveling and we had to play an email game back and forth. Right after this vote, I'll leave because I need to be in Fargo, North Dakota at 9:30AM tomorrow at a conference giving a presentation. I could have been in a comfortable flight around 3PM or 4PM. Instead, I'm going to get on a flight, go to Denver, and then Denver is going to take me to Minneapolis. Then I'm going to rent a car, not a full size but, you know, they're going to give me the eco. Drive through the blizzard or whatever is going on for four hours. I'm going to show up at 4AM or 4:30AM at my hotel and I'm going to check in. I'm going to take a power nap. I'm going to shower and I'm going to go give my presentation. Because when you need to show up and get something done for people who are at risk and to make your voice heard, that's what you do. The excuses are done. Appreciate the opportunity to vote.

Mayor Davis called for a vote on Councilmember Moore's motion. Motion carried as follows:

YES: Mayor Davis, Councilmembers Moore, Mugg, Peterson, and Robins

NO: None

Motion by Councilmember Moore, seconded by Councilmember Mugg, to recess the City Council meeting for five minutes. Motion carried as follows:

YES: Mayor Davis, Councilmembers Moore, Mugg, Peterson, and Robins

NO: None

Motion by Councilmember Peterson, seconded by Councilmember Moore, to return from recess and reconvene the City Council meeting. Motion carried as follows:

YES: Mayor Davis, Councilmembers Moore, Mugg, and Peterson

NO: None

Councilmember Robins did not return to the City Council meeting after the recess.

B. Public Hearing and Consideration of the Following Items Related to the Scheduling of a Special Election on June 18, 2024, for the Purpose of Submitting to the Registered, Qualified Voters of the City of Edmond, the Question of Approval of a Two Percent (2%) Increase to the Lodging Excise Tax Rate, from Four Percent (4%) to Six Percent (6%), of the Room Rental Rate:

Mayor Davis opened the public hearing for agenda item 5.B.

1. **Public Hearing and Consideration of Ordinance No. 3987 Amending Chapter 3.12 Lodging Tax Ordinance of the Edmond Municipal Code, Section 3.12.010 - Lodging Tax Ordinance; Allowing Informal Reference to Lodging Tax as Visitor Tax; Section 3.12.030 Levied; Amount; Amending Tax Rate to Six Percent (6%) of the Room Rental Rate to be Used Exclusively for the Purpose of Encouraging, Promoting and Fostering Convention and Tourism for the City of Edmond; Requiring Approval of Ordinance by a Majority of Registered Voters Voting at an Election Held for Such Purpose; And Fixing an Effective Date Thereof.**
2. **Special Election Proclamation and Notice Hereby Authorizing the Calling of a Special Election to be held on the 18th Day of June, 2024.**
3. **Public Hearing and Consideration of Resolution No. 9-24 Authorizing the Calling and Holding of an Election in the City of Edmond, in the State Of Oklahoma on the 18th Day of June 2024, for the Purpose of Submitting to the Registered, Qualified Voters of Said City, the Question of Approval of Ordinance No. 3987 to Amend the Lodging Excise Tax Rate to Six Percent (6%) of the Room Rental Rate, All Taxes Collected Shall be Set Aside and Used Exclusively for the Purpose of Encouraging, Promoting and Fostering Convention and Tourism for the City of Edmond.**

Jennifer Thornton, Tourism Director, provided general information regarding the agenda items. She discussed the purpose of the tax, how Edmond's tax rate compares to other cities, and how tax dollars will be used.

Mayor Davis asked if any Councilmember had any questions regarding the agenda items.

Councilmember Peterson expressed her appreciation for those serving as members of the Visit Edmond Tourism Advisory Board.

Councilmember Mugg acknowledged the importance of funding sources like the lodging tax because the City is so dependent on sales/use tax.

Councilmember Moore expressed his appreciation for staff's work to get the agenda item ready. He also expressed his appreciation for Councilmember Peterson getting this item on the agenda.

Councilmembers expressed their excitement about the opportunities the potential increase would bring for tourism activities.

Mayor Davis asked if anyone in the audience wished to speak regarding the agenda item.

Jennifer Fields, an Edmond resident, spoke in favor of the proposed increase.

Dena Jones, an Edmond resident, spoke in favor of the proposed increase.

Connie Thayer, an Edmond resident, expressed concern about the cost of a special election.

Motion by Councilmember Peterson, seconded by Councilmember Mugg, to approve agenda items 5.B.1., 5.B.2., and 5.B.3. Mayor Davis asked if any Councilmember wished to speak for or against the items. No Councilmember responded. Motion carried as follows:

YES: Mayor Davis, Councilmembers Moore, Mugg, and Peterson

NO: None

6. Recess of the Edmond City Council Meeting.

Motion by Councilmember Moore, seconded by Councilmember Mugg, to recess the Edmond City Council Meeting until Edmond Public Works Authority business is concluded. Motion carried as follows:

YES: Mayor Davis, Councilmembers Moore, Mugg, and Peterson

NO: None

10. City Council General Consent Items:

- A. Consideration of Acceptance of Correction of Plat for Hundred Oaks Village, Phase 3.**
- B. Consideration of Approval of Purchase from Motorola, Inc for 20 Portable Radios from OMES Contract for the Police Department; \$97,932.20.**
- C. Main Street Improvements:**
 - 1. Consideration of Approval of Transfer of Appropriation for Additional Design Services for Main Street Mobility Improvements; \$15,000.00.**
 - 2. Consideration of Approval of Additional Design Services with Rees for Mobility and Stormwater Improvements on Main Street between Broadway and Boulevard; \$15,000.00.**
- D. Consideration of Approval of Change Order No. 1 to the Contract with Performance Design Quality for the Shade Structures Project at Edmond Center Court; \$1,650.00.**

Mayor Davis asked if any Councilmember wished to pull any of the five items under City Council General Consent for separate discussion and/or action. No Councilmember responded.

Motion by Councilmember Mugg, seconded by Councilmember Peterson, to approve agenda items 10.A. and 10.B. Mayor Davis asked if any Councilmember wished to speak for or against the items. No Councilmember responded. Motion carried as follows:

YES: Mayor Davis, Councilmembers Moore, Mugg, and Peterson

NO: None

Motion by Councilmember Moore, seconded by Councilmember Mugg, to approve agenda items 10.C.1., 10.C.2., and 10.D. Mayor Davis asked if any Councilmember wished to speak for or against the items. No Councilmember responded. Motion carried as follows:

YES: Mayor Davis, Councilmembers Moore, Mugg, and Peterson

NO: None

11. City Council Discussion and Consideration Items:

A. Consideration of City Council General Consent Agenda Items Pulled for Separate Discussion and/or Action.

None.

B. Consideration of Approval of Agreement to Accept \$250,000.00 in American Rescue Plan Act (ARPA) Funds from Oklahoma County for Edmond Mobile Meals.

Christy Batterson, Housing and Community Development Manager, provided general information regarding the agenda item.

Mayor Davis asked if any Councilmember had any questions regarding the agenda item.

Councilmember Moore expressed his appreciation for the helpfulness of Myles Davidson, Oklahoma County Commissioner, during this process.

Motion by Councilmember Peterson, seconded by Councilmember Moore, to approve agenda item 11.B. Mayor Davis asked if any Councilmember wished to speak for or against the item. No Councilmember responded. Motion carried as follows:

YES: Mayor Davis, Councilmembers Moore, Mugg, and Peterson

NO: None

12. Executive Sessions and Action Items:

A. Executive Session to Discuss the Appointment and Employment of the City Manager as Authorized Pursuant to 25 Okla. Stat. Section 307(B)(1).

B. Executive Session to Discuss Pending Claim or Action: Glynn Simmons v. City of Edmond, et al. as Authorized Pursuant to 25 Okla. Stat. Section 307(B)(4) because

- C. Disclosure Would Seriously Impair the Ability of the Public Body to Process the Claim or Conduct a Pending Investigation, Litigation or Proceeding in the Public Interest. Executive Session to Discuss Pending Claim or Action: Langley v. City of Edmond as Authorized Pursuant to 25 Okla. Stat. Section 307(B)(4) because Disclosure Would Seriously Impair the Ability of the Public Body to Process the Claim or Conduct a Pending Investigation, Litigation or Proceeding in the Public Interest.**

Motion by Councilmember Peterson, seconded by Councilmember Mugg, to go into executive session for agenda items 12.A., 12.B., and 12.C. Motion carried as follows:

YES: Mayor Davis, Councilmembers Moore, Mugg, and Peterson

NO: None

Motion by Councilmember Moore, seconded by Councilmember Mugg, to leave executive session. Motion carried as follows:

YES: Mayor Davis, Councilmembers Moore, Mugg, and Peterson

NO: None

- D. Consideration of Action with Regard to the Appointment and Employment of the City Manager.**

No action taken.

- E. Consideration of Action with Regard to Claim or Action: Glynn Simmons v. City of Edmond, et al.**

No action taken.

- F. Consideration of Action with Regard to Claim or Action: Langley v. City of Edmond.**

No action taken.

13. Citizens Comments.

Leonard Scott, an Edmond resident, requested that members of the City Council place an amendment to Title 11 of the Edmond Charter on a future City Council agenda. Mr. Scott also requested that Citizens Comments be placed before Executive Sessions on future City Council agendas.

Connie Thayer, an Edmond resident, spoke regarding community preparedness.

Sharon Fernandez, an Edmond resident, spoke regarding her concerns regarding Council meetings and the placement of an amendment to Title 11 on a future City Council agenda.

Leslie Mahan requested that an amendment to Title 11 be placed on a future City Council agenda.

14. Comments from the Mayor and Members of the City Council.

None.

15. Adjournment of the Edmond City Council Meeting.

Motion by Councilmember Moore, seconded by Councilmember Peterson, to adjourn the Edmond City Council meeting. Motion carried as follows:

YES: Mayor Davis, Councilmembers Moore, Mugg, and Peterson

NO: None

City Clerk

Mayor

City Council / Public Works Authority

7. C.

Meeting Date: 03/25/2024

Submitted For: Steve Lawrence, Director, Engineering

Email: Steve.Lawrence@edmondok.gov , Phone: 405-359-4770

Submitted By: Rendi Wehr, Administrative Assistant, Engineering

Ward: Citywide

City Council Strategic Plan: Strategic Initiative 3 – Community Development

Item

Consideration of Acceptance of Public Improvements and Maintenance Bonds for the Mitch Park and Coffee Creek Trail Renovations Project, B23-021. (Citywide)

Background

The Mitch Park and Coffee Creek Trail Renovations Project (B23-021) is now complete. This item accepts the maintenance bond for the project.

This item has been reviewed by the City Attorney's Office as to form and legality.

Time Frame

N/A

Issue

Proper execution of maintenance bond.

Recommendations

Staff recommends approval.

Action Needed

Motion to approve.

Public Notification

Posted Agenda.

Attachments

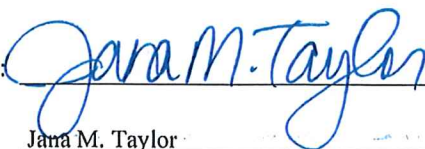
MB_Mitch Park and Coffee Creek Trail Renovations Project (B23-021)



MAINTENANCE BOND FORM

Bond No.: 30164358

Contractor as Principal Name: Wynn Construction Co., Inc. Mailing address (<i>principal place of business</i>): 11901 N. Eastern Avenue Oklahoma City, OK 73131	Surety Name: Western Surety Company Mailing address (<i>principal place of business</i>): 151 N. Franklin St. Chicago, IL 60606
Owner Name: City of Edmond Mailing address (<i>principal place of business</i>): Engineering Department PO Box 2970 Edmond, OK 73083	Physical address(<i>principal place of business</i>): 151 N. Franklin St. Chicago, IL 60606
Contract Project name and location: <u>Mitch Park and Coffee Creek Trail Renovations (6 miles)</u> Effective Date of the Agreement: 2/21/2023 Contract Amount: \$2,412,009.00	Surety is a corporation organized and existing under the laws of the state of: <u>South Dakota</u> <i>By submitting this bond, Surety affirms their authority to do business in the State of Oklahoma and their license to execute bonds in the State of Oklahoma.</i> Telephone (<i>main number</i>): (312) 822-5000 Telephone (<i>for notice of claim</i>): (312) 822-5000
Bond (<i>Principal shall provide three (3) original, fully executed bonds for each project type</i>) Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Agreement)</i> Bond Amount: <i>(Bond Amount is equal to the Contract Amount.)</i> Bond Terms: (<i>check applicable type</i>) ☐ One-year Bond required for stabilization projects ☒ Five-year Bond 100% of Total Bond Amount for One (1) Year from date of acceptance of said improvements by Edmond City Council or Edmond Public Works Authority. Then, 15% of the Total Bond Amount for the remainder of the term.	Local Agent for Surety Name: INSURICA, Inc. Address: 5100 N. Classen Blvd., Ste 300 Oklahoma City, OK 73118 Telephone: (405) 523-2100 <i>Surety and Contractor, intending to be legally bound and obligated to Owner do each cause this Maintenance Bond to be duly executed on its behalf by its authorized officer, agent or representative. The Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally to this bond. The condition of this obligation is such that if the Contractor as Principal faithfully performs maintenance work required by the Contract Documents then this obligation shall be null and void; otherwise the obligation is to remain in full force and effect. Provisions of the bond shall be pursuant to the terms and provisions of the Contract Documents with regard to the continued maintenance of the Project for the period specified in the Contract Documents. All liabilities on this bond shall be determined in accordance with the provisions of said Contract Documents to the same extent as if they were copied at length herein. Venue shall lie exclusively in Oklahoma County, Oklahoma for any legal action.</i>

Contractor as Principal		Surety	
Signature: <u></u>	Signature: <u></u>		
Name: <u>Ricky Thompson</u>	Name: <u>Jana M. Taylor</u>		
Title: <u>Vice President</u>	Title: <u>Attorney-in-Fact</u>		
		<u>(Attach Power of Attorney)</u>	
<u>FOR CITY USE ONLY</u> APPROVED as to form and legality this _____ day of _____, 20____. _____ CITY ATTORNEY APPROVED, as it applies, by the Council of the City of Edmond or the Edmond Public Works Authority this _____ day of _____, 20____. Witness: _____ CITY CLERK _____ MAYOR & EPWA CHAIRMAN			



City Council / Public Works Authority

7. D.

Meeting Date: 03/25/2024

Submitted For: Steve Lawrence, Director, Engineering
Email: Steve.Lawrence@edmondok.gov , Phone: 405-359-4770

Submitted By: Mariah Fields, Plan Review Supervisor, Engineering

Ward: Citywide

City Council Strategic Plan: Strategic Initiative 3 – Community Development

Item

Consideration of Acknowledging Receipt of Oklahoma Department of Environmental Quality (ODEQ) Construction Permits for Lakes at Cross Timbers Phase 2, Kelly Hollow Apartments, University Heights Townhomes, and Life Church Campus YouVersion. (Citywide)

Background

Acknowledging receipt of the following Oklahoma Department of Environmental Quality (ODEQ) construction permits:

ODEQ Amended Permit No. SL000055230204 for the construction of approximately 6,082 L.F. of 8-inch sanitary sewer lines and appurtenances to serve Lakes at Cross Timbers Phase 2, located southeast of Covell Road and Coltrane Road.

ODEQ Permit No. WL000055230983 for the construction of approximately 383 L.F. of 10-inch, 2,725 L.F. of 8-inch and 90 L.F. linear feet of 6-inch water lines and appurtenances and ODEQ Permit No. SL000055231087 for the construction of approximately 2,376 L.F. of 8-inch sanitary sewer lines and appurtenances to serve Kelly Hollow Apartments, located at 1125 W. Edmond Road.

ODEQ Permit No. WL000055231103 for the construction of approximately 7 L.F. of 6-inch water lines and appurtenances to serve University Heights Townhomes, located at 329 Wayne Avenue.

ODEQ Permit No. WL000055231117 for the construction of approximately 720 L.F. of 12-inch water lines and appurtenances to serve Life Church Campus YouVersion, located at 4600 E. 2nd Street.

Said permits are available for review, upon request, by contacting the City Clerk's Office at cityclerk@edmondok.gov or by calling 405-359-4555.

This item has been reviewed by the City Attorney's Office as to form and legality.

Time Frame

N/A

Issue

The Oklahoma Department of Environmental Quality requires that receipt of the above listed construction permits be acknowledged in a City Council meeting.

Recommendations

Staff recommends approval.

Action Needed

Motion to Approve.

Public Notification

Posted Agenda.

City Council / Public Works Authority

7. E.

Meeting Date: 03/25/2024

Submitted For: Brenda Mayer, Purchasing Manager, Purchasing

Submitted By: Nathan Watson, Purchasing Analyst, Purchasing

Ward: Citywide

Item

Consideration of Approval of Bid Disposition by the Purchasing Agent for Mowing and Landscape Maintenance Services for City Owned Properties (Including Renewal Options); \$450,000.00 Annual Estimate. (Citywide)

Background

This item involves the approval of services for departments / funds under the Public Works Authority (PWA) and the City Council. As such, the item is under both the PWA and City Council portions of the agenda for approval.

Bids were solicited and received for the following annual Service/Supply contract: Mowing and Landscape Maintenance Services for City owned properties. Bid packages were picked up by eight (8) prospective vendors; six (6) bids were submitted. Staff recommends accepting the bid (s) as shown below. Contractors will be paid based on the fixed price bid per property per mowing.

Edmond Electric Property Package: Myers Landscape Management
Fire Department Property Package: Myers Landscape Management
Heavy Duty Rotary Mower Properties Package: Myers Landscape Management
Parks Department Properties Package: Myers Landscape Management
Police Department Property Package: Absolute Lawn and Landscape
Water Resources Coffee Creek (WWRF) Property Package: Myers Landscape Management
Water Resources Arcadia Lake (WTP) Property Package: Myers Landscape Management
Water Resources Water Well Property Package: Myers Landscape Management
Kickingbird Golf Club (Mowing & Bed Maintenance): Myers Landscape Management
Edmond Center Court: Absolute Lawn and Landscape
Parks Department Properties Package 2: Greenshade Trees Inc

Time and Material, Install Plant Material: Cox Maintenance LLC
Time and Material, Mulch Install: Cox Maintenance LLC
Time and Material, General Clean Up / Weeding: Cox Maintenance LLC
Time and Material, Leaf Removal: Cox Maintenance LLC
Time and Material, Mowing/String Line Trimming: Cox Maintenance LLC

Additional procurement information, such as announcements, specifications, and responses, may be found by visiting <https://edmondok.ionwave.net/Login.aspx>, selecting Closed Bids, and choosing Bid Number B24-029 or by contacting the Purchasing Department.

Time Frame

Effective date of award March 26, 2024

Issue

Authorizing Contract for Mowing and Landscape Maintenance Services

Recommendations

Staff Recommends Approval.

Action Needed

Motion to Approve.

Public Notification

Posted Agenda. The bid opportunity was issued on February 8, 2024, and closed on February 22, 2024. Bid Tabulation is available upon request.

Fiscal Impact

Funding/Cost: \$450,000 Annual Est.

Budgeted Item Y/N or N/A: Y

Account:

562032-8361 Electric Utility – Contract Svs
121005-8361 Fire – Contract Svs
122041-8361 Police – Contract Svs
122045-8361 Animal Services – Contract Svs
563332-8361 Water Treatment Plant – Contract Svs
565352-8361 Wastewater Treatment Plant – Contract Svs
563333-8361 Water Wells – Contract Svs
001163-8361 Streetscape/Median Maint – Contract Svs
001015-8361 Cemetery – Contract Svs
001062-8361 Parks Maintenance – Contract Svs
116044 -8361 Park Tax – Contract Svs
570740-8361 Golf Maintenance

City Council / Public Works Authority**7. F. 1.****Meeting Date:** 03/25/2024**Submitted For:** Ken Bryan, Interim Director, Planning/Zoning

Email: Ken.Bryan@edmondok.gov , Phone: 405-359-4742

Submitted By: Julianna McCullough, CDBG Grant Coordinator, Planning/Zoning**Ward:** Citywide**City Council Strategic Plan:** Strategic Initiative 1 - Economic Development

Item

Consideration of Acceptance of Award from the Energy Efficiency and Conservation Block Grant Program from the Department of Energy; \$146,020.00. (Citywide)

Background

The Energy Efficiency and Conservation Block Grant (EECBG) Program from the U.S. Department of Energy (DOE) is designed to assist states, local governments, and Tribes in implementing strategies to reduce energy use, to reduce fossil fuel emissions, and to improve energy efficiency.

Not only does the reduction of energy usage and use of fossil fuels improve air quality, it can also reduce energy costs assumed by the city. As the city has been awarded \$146,020.00 by the program, we want to hire a consultant to perform an analysis of current energy use in the city and help develop strategies that will make the most impact on energy use.

This item has been reviewed by the City Attorney's Office as to form and legality.

Time Frame

This program runs from now through 10/31/2025

Issue

In order to pursue improved energy efficiency in the City of Edmond, we plan to use this grant to fund a city-wide energy analysis and develop a web-based visualization dashboard that will inform future energy reduction measures. We have already put out a competitive bid for this project and are in the process of selecting a consultant.

Recommendations

Staff recommends approval.

Action Needed

Motion to approve.

Public Notifications

Posted agenda

Fiscal Impact

Amount: 146,020.00

Account: 112040-8361 CDBG-Contract Services

Additional Information :

Funding will be provided on a reimbursement basis, with the initial funds to come out of 112040-8361.

Attachments

EECBG Award Agreement

ASSISTANCE AGREEMENT

1. Award No. DE-SE0000292		2. Modification No.		3. Effective Date 11/01/2023		4. CFDA No. 81.128	
5. Awarded To City Of Edmond Attn: Christy Batterson PO BOX 2970 EDMOND OK 730832970			6. Sponsoring Office State and Community Energy Programs U.S. Department of Energy 1000 Independence Ave, SW Washington DC 20585			7. Period of Performance 11/01/2023 through 10/31/2025	
8. Type of Agreement ☒ Grant ☐ Cooperative Agreement ☐ Other		9. Authority IIJA PL 117-58, 2021 110-140 EISA of 2005			10. Purchase Request or Funding Document No. 24SE000055		
11. Remittance Address City Of Edmond Attn: Christy Batterson PO BOX 2970 EDMOND OK 730832970			12. Total Amount Govt. Share: \$146,020.00 Cost Share : \$0.00 Total : \$146,020.00		13. Funds Obligated This action: \$146,020.00 Total : \$146,020.00		
14. Principal Investigator		15. Program Manager Arturo Romero Phone: 240-49-6332			16. Administrator Golden Field Office U.S. Department of Energy Golden Field Office 15013 Denver West Parkway Golden CO 80401		
17. Submit Payment Requests To Payment - Direct Payment from U.S. Dept of Treasury			18. Paying Office Payment - Direct Payment from U.S. Dept of Treasury			19. Submit Reports To See Attachment 2	
20. Accounting and Appropriation Data 05461-2022-31-200835-41020-1005917-0000000-0000000-0000000							
21. Research Title and/or Description of Project							
For the Recipient				For the United States of America			
22. Signature of Person Authorized to Sign				25. Signature of Grants/Agreements Officer Signature on File			
23. Name and Title		24. Date Signed		26. Name of Officer Geoffrey I. Walker		27. Date Signed 11/13/2023	

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED DE-SE0000292			PAGE 2	OF 3
NAME OF OFFEROR OR CONTRACTOR City Of Edmond						
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
	UEI: GPDHN1ZVXG38 The purpose of this action is to obligate EECBG BIL funds and to authorize activities under Section 40552. In addition to this Assistance Agreement, this award consists of the items listed on the Cover Page of the Special Terms and Conditions. The Project Period for this award is 11/01/2023 through 10/31/2025. This award is subject to the Financial Assistance regulations contained in 2 CFR 200 as amended by 2 CFR Part 910. Funding for all awards and future budget periods is contingent upon the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority. DOE Award Administrator: Holly Wilson Email: holly.wilson@ee.doe.gov Phone: 240-562-1779 DOE Project Officer: Arturo Romero E-mail: arturo.romero@hq.doe.gov Phone: 240-449-6332 Recipient Business Officer: Kathy Panas E-mail: kathy.panas@edmondok.gov Phone: 405-359-4521 Recipient Principal Investigator: Julianna McCullough E-mail: julianna.mccullough@edmondok.gov Phone: 405-359-4552 Electronic signature or signatures as used in this document means a method of signing an electronic message that-- (A) Identifies and authenticates a particular person as the source of the electronic message; (B) Indicates such person's approval of the information contained in the electronic message; and, (C) Submission via FedConnect constitutes electronically signed documents. ASAP: YES Extent Competed: NOT AVAIL FOR COMP Davis-Bacon Act: YES PI: McCullough, Julianna Continued ...					

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-SE0000292	3	3

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-SE0000292	3	3

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-SE0000292	3	3

NAME OF OFFEROR OR CONTRACTOR
City Of Edmond

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Fund: 05461 Appr Year: 2022 Allottee: 31 Report Entity: 200835 Object Class: 41020 Program: 1005917 Project: 0000000 WFO: 0000000 Local Use: 0000000				

City Council / Public Works Authority**7. F. 2.****Meeting Date:** 03/25/2024**Submitted For:** Kathy Panas, Director, Finance

Email: Kathy.Panas@edmondok.gov , Phone: 405-359-4521

Submitted By: Julianna McCullough, CDBG Grant Coordinator, Planning/Zoning**Ward:** Citywide**City Council Strategic Plan:** Strategic Initiative 1 – Economic Development

Item

Consideration of Approval of Transfer of Appropriation for Initial Funding for Sustainability Assessment Project for the Energy Efficiency and Conservation Block Grant; \$100,000.00. (Citywide)

Background

The City of Edmond has been awarded an Energy Efficiency Conservation Block Grant (EECBG) from the U.S. Department of Energy (DOE) in the amount of \$146,020.00 in order to conduct a city-wide sustainability assessment.

This grant is funded on a reimbursement basis, so we will need to fund the project initially and submit reimbursement requests to receive those funds.

There are funds available for the initial funding of the project in 112040-8361, CDBG Entitlement - Contractual Services, but we will need to transfer \$100,000 from 112040-8447 CDBG Entitlement - Public Service Grant Spending to Contractual Services in order to cover the whole project.

Time Frame

Immediate upon approval.

Issue

Move a portion of CDBG Public Service funding to Contractual Services to fund the initial project to be reimbursed by the EECBG program.

Recommendations

Staff recommends approval.

Action Needed

Motion to Approve.

Public Notification

Posted Agenda.

Fiscal Impact**Amount:** \$100,000**Account:** From: CDBG Entitlement - Public Service Grant Spending 112040-8447

Additional Information:

Amount: \$100,000

Account: To: CDBG Entitlement - Contractual Services 112040-8361

Additional Information:

City Council / Public Works Authority**7. F. 3.****Meeting Date:** 03/25/2024**Submitted For:** Randy Entz, Assistant City Manager of Development Services, City Manager's Office

Email: Randy.Entz@edmondok.gov , Phone: 405-359-4790

Submitted By: Phil Jones, Sustainability Planner, Planning/Zoning**Ward:** Citywide**City Council Strategic Plan:** Strategic Initiative 3 - Community Development

Item

Consideration of Acceptance of Proposal and Approval of Agreement with Lotus Engineering & Sustainability, Inc. for Edmond Sustainability Plan; \$146,000.00. (Citywide)

Background

Lotus Engineering & Sustainability was selected by Request for Proposal RFP24-012. Seven companies submitted a proposal. The RFP was issued on 12/12/2023 and closed on 01/17/2024. A staff team consisting of primary stakeholders were given two weeks to review the proposals, after which the City narrowed it down to three companies to interview. Interviews were held on February 22nd, and Lotus was notified on February 27th that they had been selected.

This plan will be funded entirely through the US Department of Energy, Energy Efficiency and Conservation Block Grant (EECBG) that has been awarded to the City.

The City has a long history of providing sustainability solutions and services for residents and businesses to conserve energy and costs, and making City operations more fiscally and environmentally sustainable. This plan will provide a thorough review of our plans and services and prioritize a way forward, examining the City's overall goals and objectives, and assisting with the development of new goals. It will provide more transparency to residents and staff in the form of website visualizations and graphs to track metrics important to the management of our resources, plans for better efficiency, and forward-looking sustainable policies. Among the program areas the City will be reviewing are 1) Energy Efficiency, 2) Air Quality, 3) Water Use, 4) Water Quality, 5) Waste Reduction, 6) Fleet Alternatives, 7) Transportation Options, 8) Electric-Vehicle Readiness, 9) Buildings Efficiency, 10) Climate Resilience, 11) Urban Design and Economic Development, and 12) Programs Outreach.

Fund availability verified by Purchasing pending approval of companion transfer item.

This item has been reviewed by the City Attorney's Office as to form and legality.

Time Frame

Contract will start April 1st, 2024 and will take 12 months.

Issue

Sustainable operations and City programs strive to contribute to cleaner air and surface waters, and better efficiencies relating to cost, energy, water usage, and waste disposal.

Recommendations

Staff recommends approval.

Action Needed

Motion to approve.

Public Notifications

Posted Agenda.

Fiscal Impact

Amount: \$146,000

Account: 112040-8361 CDBG-Contract Services

Additional Information :

The funds utilized for this assessment will be funded through the EECBG (Energy Efficiency and Conservation Block Grant) on a reimbursement basis.

Attachments

Contract Proposal

Appendix A: Scope of Work

Lotus Engineering & Sustainability Professional Services Agreement

This Professional Services Agreement (this "**Agreement**"), dated as of [DATE] _____ (the "**Effective Date**"), is by and between Lotus Engineering and Sustainability, LLC, a Colorado limited liability company (the "**Service Provider**") and City of Edmond, an Oklahoma municipality (the "**Customer**").

1. Services. Service Provider shall provide to Customer the services (the "**Services**") set forth in the Scope of Work attached as **Appendix A**.

2. Customer's Obligations. Customer shall (a) respond promptly to any Service Provider request for information or approvals, subject to Customer's reasonable discretion, that Service Provider requires to perform the Services.

3. Term and Termination.

3.1 Term; Renewal. This Agreement shall commence as of the Effective Date and shall continue thereafter, in fixed one (1) year periods, until the completion of the Services (the "**Term**"), unless terminated sooner pursuant to this Section 3.

3.2 Termination for Cause. Either party may terminate this Agreement, effective upon written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party (a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 15 days after receipt of written notice of such breach.

3.3 Effects of Termination or Expiration. Upon expiration or termination of this Agreement for any reason, (a) Service Provider shall: (i) deliver to Customer all documents, work product, and other materials, whether or not complete, prepared by or on behalf of Service Provider in the course of performing the Services for which Customer has paid; (ii) return to Customer all Customer-owned property, equipment, or materials in its possession or control; and (b) each party shall return to the other party or destroy, at the other party's discretion, all documents and tangible materials (and any copies, physical or electronic) containing, reflecting, incorporating or based on the other party's Confidential Information and certify in writing that it has done so; provided, however, that Customer may retain copies of any Confidential Information of Service Provider incorporated in the Deliverables, as defined in Section 5.1, or to the extent necessary to allow it to make full use of the Services and any Deliverables.

3.4 Survival. The rights and obligations of the parties set forth in this Section 3.3, Section 5, Section 6, Section 7, Section 8, Section 9, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

4. Fees and Expenses; Payment Terms.

4.1 In General. In consideration of the provision of the Services by the Service Provider and the rights granted to Customer under this Agreement, Customer shall pay the fees as follows:

(a) Project Fees. For Services provided on a time and materials basis, Customer shall pay fees (the "**Fees**") calculated in accordance with Service Provider's hourly and task fee rates as set forth in Appendix B.

(b) Expense Reimbursement. Customer shall reimburse Service Provider for all actual, documented, and reasonable travel and out-of-pocket expenses incurred by Service Provider in performing the Services that have been approved in advance in writing by Customer at Service Provider's actual cost.

4.2 Invoicing and Payment. Service Provider shall issue invoices to Customer: (a) monthly in arrears for its fees for the immediately preceding month for time and materials Services; and (b) when any installment is due as indicated in Appendix B for fixed price Services. Each invoice shall also include a detailed breakdown of reimbursable expenses incurred in connection with the applicable Services. Customer shall pay all amounts due to Service Provider within 30 days after Customer's receipt of such invoice. If Customer fails to timely pay an invoice, Service Provider may (a) charge interest on unpaid amounts at a rate of 8% per month or the maximum amount permitted by law, whichever is lower, from the date such payment was due until the date paid; and (b) suspend performance for all Services until payment has been made in full, except for any amount disputed in good faith.

5. Intellectual Property.

5.1 Except as set forth in Section 5.2, all intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of Service Provider in the course of performing the Services (collectively, the "**Deliverables**") shall be owned exclusively by Customer. Service Provider agrees and will cause its Service Provider personnel to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. §101, such Deliverables are hereby deemed a "work made for hire" for Customer. To the extent that any of the Deliverables do not constitute a "work made for hire," Service Provider hereby irrevocably assigns and shall cause its personnel to irrevocably assign to Customer all Intellectual Property Rights worldwide in

the Deliverables. The Service Provider shall cause its personnel to irrevocably waive, to the extent permitted by applicable law, any and all claims such Service Provider personnel may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Deliverables.

5.2 All Intellectual Property Rights in all documents, data, know-how, methodologies, software, and other materials provided by or used by Service Provider in performing the Services and developed or acquired by the Service Provider prior to or independently of this Agreement (collectively, **"Pre-Existing Materials"**) shall be owned exclusively by Service Provider and its licensors. Service Provider hereby grants Customer a limited, revocable, perpetual, fully paid-up, royalty-free, non-transferable (except in accordance with Section 10.4), non-sublicensable, worldwide, non-exclusive license to use, display, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell and otherwise exploit any Pre-Existing Materials to the extent incorporated in or otherwise necessary for the use of the Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Service Provider.

6. Confidential Information.

6.1 All non-public, confidential or proprietary information of either party (**"Confidential Information"**), including, but not limited to, information about such party's business affairs, products, services, methodologies, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, disclosed by one party (the **"Disclosing Party"**) to the other party (the **"Receiving Party"**), whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, or otherwise learned by the Receiving Party in connection with this Agreement, and whether or not marked, designated, or otherwise identified as "confidential," is confidential, solely for use in performing this Agreement and may not be disclosed or copied unless authorized by the Disclosing Party in writing. The Receiving Party shall protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of the Receiving Party's breach of this Agreement; (b) is obtained by the Receiving Party on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in its possession prior to the Disclosing Party's disclosure hereunder; (d) was or is independently developed by the Receiving Party without using any of the Disclosing Party's Confidential Information; or (e) is required to be disclosed under applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction.

6.2 The Receiving Party shall be responsible for any breach of this Section 6 caused by any of its employees, contractors, agents, or representatives, but only to the extent the Receiving Party would be liable under the state laws of the Receiving Party's corporate domicile for any such conduct. On the expiration or termination of the Agreement or any time during or after the term of this Agreement, at the Disclosing Party's written request, the Receiving Party shall promptly return, and shall require its Representatives to return to the Disclosing Party all copies, whether in written, electronic or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed, unless the Confidential Information is required to be retained by the Receiving Party under applicable federal, state or local laws addressing records retention. Each party's obligations under this Section 6 will survive termination or expiration of this Agreement.

7. Representations and Warranties.

7.1 Mutual. Each party represents and warrants to the other party that: (a) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder; and (b) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

7.2 Service Provider. Service Provider represents and warrants to Customer that: (a) it shall perform the Services in a professional and workmanlike manner in accordance with generally recognized and commercially reasonable industry standards for similar services and in compliance with all applicable laws, and shall devote adequate resources to meet its obligations under this Agreement; (b) the Services and Deliverables shall conform in all material respects with the specifications and will be performed to Customer's reasonable satisfaction; and (c) to Service Provider's knowledge the Services and Deliverables, and Customer's use thereof, do not and will not infringe any Intellectual Property Right of any third party.

7.3 EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, (A) EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND (B) SERVICE PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

8. Indemnification.

8.1 General. Each party ("**Indemnifying Party**") shall indemnify, defend, and hold harmless the other party and its officers, directors, employees, agents, affiliates,

successors, and permitted assigns ("**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and costs, incurred by Indemnified Party (collectively, "**Losses**"), arising out of or resulting from any claim of a third party arising out of or occurring in connection with: (a) bodily injury, death of any person or damage to real or tangible, personal property resulting from Indemnifying Party's willful, fraudulent or grossly negligent acts or omissions; or (b) Indemnifying Party's negligence, willful misconduct, or material breach of this Agreement, including but not limited to material breach of any representation or warranty made by Indemnifying Party in this Agreement.

8.2 Intellectual Property Infringement. Service Provider shall defend, indemnify, and hold harmless the Customer and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively "Customer Indemnitees") from and against all Losses awarded against any one (1) or more of the Customer Indemnitees in a final judgment based on a claim that any of the Services or Deliverables or Customer's receipt or use thereof infringes any Intellectual Property Right of a third party; provided, however, that Service Provider shall have no obligations under this Section 8.2 with respect to claims to the extent arising out of (a) any instruction, information, designs, specifications, or other materials provided by Customer in writing to Service Provider; (b) Customer's use of the Deliverables in combination with any materials or equipment not supplied to Customer or specified by Service Provider in writing; or (c) any modifications or changes made to the Deliverables other than by Service Provider.

9. Insurance. Service Provider shall, at its own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurers, that includes, but is not limited to: (a) Commercial General Liability with limits no less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate; (b) Worker's Compensation with limits no less than the minimum amount required by applicable law; (c) Errors and Omissions/Professional Liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (d) Cyber Security Liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

10. Miscellaneous.

10.1 Independent Contractors. The parties are independent contractors, and nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between them. Neither party shall be authorized to contract for or bind the other party in any manner whatsoever.

10.2 Notice. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties delivered by email (with confirmation of transmission).

10.3 Entire Agreement; Order of Precedence. This Agreement, together with all Schedules and Appendices, constitutes the sole and entire agreement of the parties to this Agreement. In the event of any conflict between the terms and provisions of this Agreement and those of any Schedule or Appendix, then the terms of this Agreement shall control.

10.4 Assignment. Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, excluding by operation of law, change of control, or merger, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

10.5 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

10.6 Amendment and Modification; Waiver. This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each party hereto. However, any such amendments, modifications or supplements are subject to approval of Customer's governing body prior to becoming effective and binding.

10.7 Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Oklahoma. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Services provided hereunder shall be instituted exclusively in the state or federal courts in Oklahoma City, Oklahoma, and each party irrevocably: (a) submits to the exclusive jurisdiction of such courts; and (b) waives any objection to such courts based on venue or inconvenience.

10.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered via e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

The parties hereto have executed this Professional Services Agreement and its Statement of Work as of the date first above written.

City of Edmond

Lotus Engineering and Sustainability, LLC

By _____

By _____

Name: Darrell Davis

Name: Hillary Dobos

Title: Mayor

Title: President

Email: darrell.davis@edmondok.gov

Email: hillary@lotussustainability.com

EXHIBIT A: SCOPE OF WORK

Appendix A: Scope of Work

Section 9.1 – In-Person and Virtual Meetings

Our Process

We will prepare materials for each meeting and send them to stakeholders at least one week in advance of the meeting. Our team has extensive experience facilitating and presenting at meetings with project staff and elected officials. We will also provide meeting follow-up within one week after each meeting so that the project remains on track and organized. The consultant team will attend the **three in-person meetings** listed below.

- Kick-off with city management and staff.
- City Council workshop to share the draft report and findings and collect feedback.
- City Council meeting for discussion and approval of the final report.

We suggest adding **bi-weekly, one-hour, virtual check-in meetings** to ensure the project remains on track. We are accustomed to all virtual platforms for meeting virtually. In between meetings, we propose using project management software such as Monday.com so communications and the project remain organized.

Deliverables:

- Three in-person meetings.
- Meeting agendas, meeting materials, and meeting notes. I
- Bi-weekly project check-ins with City staff.
- Use and facilitation of Monday.com or other Project Management platforms preferred by the City.
- Monthly invoices and invoice reports.

Section 9.2 – Plan Implementation Outline

Our Process

The consultant team will work with City staff to provide a **plan outline and timeline for completion** of the project. Using the indicators described in Appendix A of the RFP and City staff input, we will determine the organization of the Plan including an implementation plan timeline and recommended strategy. As part of this groundwork, we will identify existing City data sources and determine where we will need to use data-informed assumptions. This will support the determination of which metrics the team will use to track progress on each initiative. By the end of the project, we will establish phased

timelines for plan implementation (1-3 years, 4-6 years, and 7+ years) and provide estimated budget requirements.

Deliverables:

- Draft and final work plan (living document to keep us on track).
- All work will also be consolidated into section 9.7, 9.9, and 9.10.

Section 9.3 – Incorporate Existing Plans

Our Process

Our team will review and **analyze existing reports, policies, plans, and programs** for the City, region, regional partners, and the State to understand the current state of sustainability in Edmond and identify existing initiatives and infrastructure that will support the Plan. The research will consist of reviewing relevant documents such as Edmond Greenprint, Edmond Shift, the 2018 Water, Land and Energy Sustainability reports, Edmond Plan 2018, and the East Edmond 2050 Plan. We will also review all existing sustainability programs administered by the City, other regional entities, and partners that could aid in the development of the Plan such as the Association of Central Oklahoma Governments (ACOG). All our research will be input into a research matrix as seen in the example below.

The purpose of this process will be to glean insights from other planning and engagement efforts and to link sustainability to related areas such as land use, transportation, housing, economic development, water and energy supply, and others. We will evaluate City policies, regulations, purchasing practices, and internal programs for compatibility with sustainability goals. We will also identify sustainability metrics to track progress, public engagement, and education to ensure effective decision-making.

Lotus keeps a master inventory of various sustainability and climate action initiatives in the realms of infrastructure, transportation, mobility, energy, buildings, waste and resource management, adaptation, land use, food systems, stormwater management, environmental policies, hazard mitigation, disaster preparedness, and municipal leadership. This will enable us to efficiently complete this task and prepare for the next one.

Gap Analysis Matrix: Following our initial research and investigation phases, the consultant team will conduct a gap assessment to identify areas of resilience and climate action that are not covered by current policies, programs, or initiatives or which can be emulated or amplified from peer communities. With this gap analysis and the insights drawn from our research, we will propose new strategies we believe Edmond could implement to advance its sustainability goals. The results of our research and the gap assessment will be compiled into a matrix that will outline all the existing

sustainability efforts by topic as well as recommendations for new climate action strategies identified through the gap assessment. The matrix developed in this task will be a living document that will continuously be updated and refined throughout the project.

Deliverables

- A matrix detailing current initiatives, gaps, and opportunities for enhancing sustainability work in Edmond.
- All work will also be consolidated into sections 9.7, 9.9, and 9.10.

Section 9.4 – Establish and Prioritize Goals

Our Process

The consultant team will use the work conducted in previous Sections to solidify the community's visions and goals relating to sustainability. This vision will be designed to intentionally build on existing plans and goals for the community without duplicating work. Lotus will then develop a draft goal and review them with the Edmond project team to ensure it aligns with the community and the City's expectations.

Lotus has developed and executed prioritization methodologies with both qualitative and quantitative validating factors to help evaluate sustainability strategies. Our team will work with the City to finalize a prioritization methodology. Prioritization of strategies can be based on the anticipated impact of the strategy to achieve the targets and goals (GHG reduction, co-benefits, equity, etc.), as well as the feasibility of implementation (cost, effort, staff time, partners, etc.) and timeline (1-3 years, 4-6 years, and 7+ years). We will work with the project team to conduct a prioritization of the goals.

Deliverables

- All work will be consolidated into sections 9.7, 9.9, and 9.10.

Section 9.5(a) – Develop Indicators and Targets

Our Process

The consultant team will determine unique, City-specific measures and metrics for the Edmond Sustainability Plan. The overall goal of the metrics will guide implementation of the plan and policy changes. Our team will work to obtain baseline data to describe existing conditions and challenges. These metrics will relate to the indicators outlined in Appendix A of the RFP, as well as additional considerations from public input. Each metric will correspond to key indicators and targets.

Deliverables

- All work will be consolidated into 9.5 (b) deliverables.

Section 9.5(b) – Local Government Operations GHG Inventory

Our Process

As recommended by ICLEI, Lotus uses the Local Government Operations Protocol for local government organizational inventories. This task includes the creation of a GHG inventory for Town operations and accompanying documentation.

- Specific activities include:
 - Confirm reporting protocols, emissions factors, activity data, and analytical tools.
 - Coordinate data collection from required sources, identify types of necessary data, collection procedures, and approaches to addressing data gaps.
 - Customize the Lotus-derived data management and emission calculation spreadsheet. (Optional)
 - Calculate emissions and complete the municipal operations GHG inventory. Calculate key metrics for future comparison.
 - Conduct QA/QC review on collected data and GHG inventory to ensure that it aligns with protocols, best practices, and industry knowledge.

Deliverables

- LGOP-compliant municipal operations GHG inventory.
- Inventory kickoff and review meetings.
- All accompanying data sources, including emails, original reports, and spreadsheets.

Section 9.6 – Consolidate and Update Previous Work

Our Process

Our team is thorough and practiced at ensuring that new plans, policies, and programs are in alignment with the City's values and the public's vision for a healthy community. We will use the analysis from 9.2 to ensure that the current plan outline is right-sized and customized for the Edmond community, and that we avoid duplicating work across departments.

Deliverables

- All work will be consolidated into section 9.9 and 9.10.

Section 9.7 – Plan and Prioritize Key Recommendations

Our Process

The consultant team will work with the Edmond project team to establish key recommendations in the form of objectives, strategies, and actions. Research on costs and up to five informational interviews will support the development of these aspects of the plan. Johnson Controls will play a key role in this task as we identify steps for action and implementation and what it will cost. We will utilize our team's expertise in the sustainability field to create steps for Edmond that are organized, attainable, and bold in the direction of improving quality of life for the residents and business owners of Edmond.

We will use the same prioritization methodology used in Section 9.4 to order the key recommendations of the Plan.

We recommend presenting our work to the City Council at this time so they have enough to evaluate, but can make further recommendations, changes, and additions.

Deliverables

- All work will be consolidated into sections 9.9 and 9.10.

Section 9.8 – Align City Standards with Plan Goals/Metrics

Our Process

This section will build off prior tasks and review current and proposed City codes and relevant policies, including building performance standards, land use codes, and others as mandated by the state government. This will ensure that Edmond has the most thorough and complete long-term plan. The prioritized recommendations for the Sustainability Plan will include standards for development such as the construction of new city facilities and/or new development agreements and will reflect local and regional priorities. The final Plan document will include clear recommendations for updating the Zoning, Building, and Stormwater codes.

Deliverables

- All work will be consolidated into sections 9.9 and 9.10.

Section 9.9 – Create a Tri-fold Final Handout

Our Process

Our team will work to distill the information for the Sustainability Plan into the most important components to share with the community at the time of the Plan's completion. We will work with the City to determine what aspects of the Plan should be published in the tri-fold handout and then craft a visually appealing document that will tell the story of the Plan and the planning process results. The draft and final trifold will contain:

- Executive Summary - short, visual, informative illustrating the process.
- City goals or commitments.
- The high-level details for the Plan's indicators, targets, or recommendations.
- Key data to share with the public such as the results of the GHG inventory.
- Acknowledgements of partners.
- Photos, infographics and charts with minimal text.

Our team will prepare the draft in an accessible Word Doc or Google Docs to facilitate a seamless review process with the Edmond project team and Edmond City Council. We will conduct one round of review of the plan with the City. Lotus will integrate all feedback into a final draft which will be submitted for City Council approval.

Deliverables:

- Draft trifold.
- Final trifold.

Section 9.10 – Creation of a Public Dashboard

Our Process

Lotus will utilize the final plan to develop a public-facing dashboard that will provide transparency for the Edmond community regarding its sustainability work. It will also increase awareness of and accountability to the Sustainability Plan. At a minimum the dashboard will have the data metrics outlined in Section 9.5 or up to 3 metrics from each key area listed in Appendix A of the RFP. Lotus will work with Edmond to determine how each included metric should be tracked (year-to-year, cumulatively, etc.) and identify data sources and contacts for each metric. Some example metrics include greenhouse gas emissions over time, number of electric vehicles on the road, and total capacity of rooftop solar.

We will design the dashboard using the City's branding and screen it for ADA accessibility. Lotus can utilize the platform of choice for Edmond. However, Tableau and PowerBI have both been used

successfully in other communities. Depending on the choice of platforms, Edmond may need to acquire additional licenses to maintain the dashboard after the project is completed. Upon completion, Lotus will provide Edmond with the dashboard along with the connected datasets and a short document listing data sources and instructions for updating each metric. *In addition to this document, Lotus will provide training to Edmond staff on how to update the Dashboard.*

Deliverables:

- Draft dashboard.
- Final dashboard.
- Dashboard data source file
- Document with sources and instructions.
- Training session.

Budget

Lotus Engineering and Sustainability

Appendix B Pricing Worksheet

Pricing Worksheet Instructions: Provide a cost response based upon the project needs as defined in Section 10.5 of the RFP. The pricing should be based on the detailed functionality that the City requires for each functional area. When a single price may be provided for a group of services, please provide that cost with a notation. All additional costs should be captured in the respective areas.

Project Costs			
Cost Element	Unit Cost	Quantity	Total Cost
9.1 Project Management	\$ 11,516.00	1	\$ 11,516.00
9.1 In-Person and Virtual Meetings	\$ 19,537.00	1	\$ 19,537.00
9.2 Plan Implementation Guide	\$ 10,195.00	1	\$ 10,195.00
9.3 Incorporate Existing Plans	\$ 14,842.00	1	\$ 14,842.00
9.4 Establish and Prioritize Goals	\$ 16,000.00	1	\$ 16,000.00
9.5 (a) Develop Indicators and Targets	\$ 4,000.00	1	\$ 4,000.00
9.5 (b) Local Government Operations GHG Inventory	\$ 6,500.00	1	\$ 6,500.00
9.6 Consolidate and Update Previous Work	\$ 5,300.00	1	\$ 5,300.00
9.7 Plan and Prioritize Key Recommendations	\$ 16,000.00	1	\$ 16,000.00
9.8 Align City Standards with Plan Goals/Metrics	\$ 13,760.00	1	\$ 13,760.00
9.9 Create a Plan Document	\$ 6,000.00	1	\$ 6,000.00
9.10 Creation of a Public Dashboard (Include all associated costs)	\$ 22,350.00	1	\$ 22,350.00
			\$ 146,000.00
Tableau Creator License			
9.10 Tableau Creator License Annual Cost (Only if needed)	\$ 900.00	1	\$ 900.00
			\$ 900.00
Optional Additional Services			
9.4 Online Public Survey	\$ 3,090.00	1	\$ 3,090.00
9.5 Community-Wide GHG Inventory	\$ 9,550.00	1	\$ 9,550.00
9.5 Inventory Training and Management Plan	\$ 2,830.00	1	\$ 2,830.00
9.5 Business-As-Usual (BAU) Projection & Science-Based Targets	\$ 9,940.00	1	\$ 9,940.00
9.7 GHG Reduction Goal Setting & Scenario Modeling	\$ 19,000.00	1	\$ 19,000.00
			\$ 44,410.00

City Council / Public Works Authority**7. G.****Meeting Date:** 03/25/2024**Submitted For:** Sara Cobb, Director, Information Technology
Email: Sara.Cobb@edmondok.gov , Phone: 405-359-4517**Submitted By:** Sara Cobb, Director, Information Technology**Ward:** Citywide**City Council Strategic Plan:** N/A

Item

Consideration of Approval of Purchase of Additional Microsoft Windows Server and System Core Licenses through State Contract; \$142,290.00. (Citywide)

Background

In February 2023, City Council approved the replacement and expansion of its Unified Computing System (UCS) server hardware. IT has received and installed these systems. With the expansion of server cores, additional Microsoft Windows and System Core Licenses need to be purchased.

Fund availability verified by Purchasing.

Time Frame

Upon Approval, licenses will go into effect immediately.

Issue

The City of Edmond's IT department has recently replaced and upgraded our Cisco Unified Computing System (UCS) which is a data center server computer product line composed of server hardware, virtualization support, switching fabric, and management software. The upgrade included the expansion of server cores to accommodate increasing technology demands. Additional Microsoft Windows and System Core Licenses are required. Licenses are required for both the City's primary data center and disaster recovery data center. State contracts are competitively bid and local governments have access to purchase off of their bid items.

Recommendations

Staff Recommends Approval

Action Needed

Motion to Approve

Public Notification

Posted Agenda

Fiscal Impact**Amount:** \$142,290.00**Account:** 652060-8361 - IT Contract Services

Additional Information :

The cost of licenses in the amount of \$142,290.00 will be paid from Information Technology Contract Services Budget 652060-8361. Budget authority was approved in the Fiscal Year 2024 Annual Budget.

City Council / Public Works Authority**7. H.****Meeting Date:** 03/25/2024**Submitted For:** Chris Goodwin, Chief, Fire

Email: Chris.Goodwin@edmondok.gov , Phone: 405-216-7304

Submitted By: Nancy Lazzaro, Administrative Assistant, Fire**Ward:** Citywide**City Council Strategic Plan:** N/A

Item

Consideration of Approval of Purchase of Vehicle Upfitting Services from Metro Emergency Upfitters LLC utilizing State Contracts SW141 and SW142; \$106,600.00. (Citywide)

Background

The Fire Department currently has eight vehicles that need to be outfitted in order to place them in service. Considering the volume of service tickets that the City of Edmond Vehicle Maintenance department is processing, staff agreed to utilize an outside vendor to equip our vehicles. Metro Emergency Upfitters LLC specializes in emergency vehicle outfitting. They have provided services for the department on several occasions and have proven to be a reliable choice for the proposed services. Estimates for eight vehicles total \$106,600.00.

Fund availability verified by Purchasing

This item has been reviewed by the City Attorney's Office as to form and legality.

Time Frame

Immediate Upon Council Approval.

Issue

Outfitting of vehicles is necessary to place them in service for emergency response.

Recommendations

Staff Recommends Approval.

Action Needed

Motion to Approve.

Public Notifications

Posted Agenda.

Fiscal Impact**Amount:** \$106,600.00**Account:** 653121-8414**Additional Information :**

Budget authority approved in Fiscal Year 20024 annual budget.

City Council / Public Works Authority**7. I.****Meeting Date:** 03/25/2024**Submitted For:** Sara Cobb, Director, Information Technology
Email: Sara.Cobb@edmondok.gov , Phone: 405-359-4517**Submitted By:** Sara Cobb, Director, Information Technology**Ward:** Citywide**City Council Strategic Plan:** N/A

Item

Consideration of Approval of Agreement for Services with The Sanborn Map Company, Inc. to Update Digital Ortho Photography, Contour and Planimetric Mapping for Geographic Information System (GIS); \$105,954.83. (Citywide)

Background

The City of Edmond is participating in a regional approach to acquiring digital orthophotography, contour and planimetric data coordinated by the Association of Central Oklahoma Governments (ACOG). This project is to be accomplished with the other participating agencies of Oklahoma County. There was incentive pricing for all agencies to participate.

Fund availability verified by Purchasing.

This item has been reviewed by the City Attorney's Office as to form and legality.

Time Frame

Flight will occur upon Council Approval. Aerial data will be processed and delivered approximately 6 months from flight. Planimetric and Contour delivery occur after necessary change detection and processing.

Issue

The City of Edmond updates its aerial photography and planimetric data annually. This data set is an integral part of the GIS. This data is used as a base control for all GIS applications and subsequent data layers. The photogrammetric data collected includes not only digital ortho photography, but will also update fence lines, building footprints, paving edges for base control, building roof elevations as well as individual trees near streets. Using Light Detection and Ranging (LIDAR) technology, the City's contour data will also be updated as part of this project.

Recommendations

The Sanborn Map Company, Inc., Inc. was selected through an RFP evaluation process coordinated by ACOG (RFP # 2024-01) and was the lowest and best bidder.

Action Needed

Motion to Approve

Public Notifications

Fiscal Impact

Amount: \$105,954.83

Account: 652060-8361 - IT Contract Services

Additional Information :

Cost for services for this project in the amount of \$105,954.83 will be paid from Information Technology Contract Services Budget 652060-8361. Budget authority was approved in the Fiscal Year 2024 Annual Budget.

Attachments

Agreement

Agreement for Services by and between
The City of Edmond, Oklahoma and The Sanborn Map Company, Inc.

AGREEMENT FOR SERVICES

Between

The Sanborn Map Company, Inc.

And the

City of Edmond, Oklahoma

Agreement for Services by and between
The City of Edmond, Oklahoma and The Sanborn Map Company, Inc.

Agreement for Services by and between
The City of Edmond, Oklahoma and The Sanborn Map Company, Inc.

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Agreement for Services by and between
The City of Edmond, Oklahoma and The Sanborn Map Company, Inc.

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Agreement for Services by and between
The City of Edmond, Oklahoma and The Sanborn Map Company, Inc.

AGREEMENT FOR SERVICES

This Agreement for Services ("**Agreement**") is made by and between The Sanborn Map Company, Inc., a Delaware corporation ("**Sanborn**") and the City of Edmond, Oklahoma ("**City**").

City desires services to obtain professional surveying and mapping services for the "**Project**" as described on Attachment "A" and Attachment "B", and the parties wish to set forth the terms and conditions for performance of these services.

In consideration of the mutual promises and covenants of the parties, it is agreed as follows.

ARTICLE 1 - SANBORN's SERVICES AND PERSONNEL

Sanborn shall perform services and furnish equipment, labor and other things necessary to complete the services described in Attachment "A" and "B". Upon notification to proceed, Sanborn shall promptly commence, and diligently continue the services to completion in compliance with Attachment "A" and "B", except as may be otherwise provided herein. Sanborn's services shall be performed in a manner consistent with the care and skill exercised by practitioners in the same specialty under similar conditions. There are no warranties, express or implied, which extend beyond the description in this Agreement.

Except for the express warranties made or referenced in this Agreement, neither party makes any warranties, express or implied, including without limitation any implied warranty of merchantability or of fitness for a particular purpose as to any items or services provided under this Agreement.

Sanborn shall endeavor to follow, and comply with federal, state and local government laws, rules, regulations, codes, and ordinances; provided, however, and if applicable, since the Americans with Disabilities Act contains general provisions subject to differing interpretations on a case-by-case basis, all

Agreement for Services by and between
The City of Edmond, Oklahoma and The Sanborn Map Company, Inc.

services in connection therewith shall be on the basis of Sanborn's professional experience and judgment. However,

Sanborn cannot and does not guarantee, or warrant its services will be in compliance therewith. Sanborn shall be responsible for completeness and accuracy of its services, and shall correct defects or errors or omissions at its own expense. Should City become aware of errors or omissions in the services, or should City otherwise become dissatisfied with the services, City shall give prompt written notice to Sanborn and allow a reasonable time for correction by Sanborn.

Subject to the approval of City, prior to the commencement of Sanborn's services, certain of Sanborn's personnel may be designated as key personnel for performance of the services. In the ordinary course of business, and so long as they remain in Sanborn's employ, designated key personnel shall not be removed from the Project without City's prior written consent, which shall not be unreasonably withheld. City may require reasonable additions, reductions, or substitutions to Sanborn's employees working on the Project.

Sanborn's key Project person is Bridget Marcotte.

ARTICLE 2 - COMPENSATION

City shall pay Sanborn for its basic services as provided in Attachment "C" ("Schedule of Payment"). If changes to the scope of services or requests for additional services under Article 3 cause an increase or decrease in Sanborn's services, an equitable adjustment shall be made to Sanborn's compensation under Article 3 and this Agreement shall be modified in writing accordingly.

Sanborn shall submit periodic invoices to City with a summary of services performed in accordance with Sanborn's standard invoicing practices. City shall notify Sanborn of any objection within 14 calendar days of the invoice date, identifying the reasons therefore in writing, and timely paying that portion of the invoice not in dispute. Invoices will be considered acceptable to City if no such objections are made.

Timely payment by City to Sanborn is a material part of the consideration of this Agreement. If payment is withheld, Sanborn may suspend services, or terminate this Agreement without incurring liability to City or others for incidental, special, indirect, or consequential damages.

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City is tax exempt and shall issue a tax exempt certificate to Sanborn upon execution of this Agreement.

ARTICLE 3 - CHANGES TO SCOPE OF WORK, SUSPENSION

Either party may request changes within the general scope of this Agreement. Any changes to the responsibilities and/or terms and conditions of this Agreement shall be in writing, and executed by both parties to this Agreement. If such changes cause an increase or decrease in the amount of services to be performed by Sanborn, or in the time required for their performance, equitable adjustment shall be made in the provision of this Agreement for payments to Sanborn, or for the time performance of service or for both, and this Agreement shall be modified by agreement of the parties accordingly.

City may at any time, by written notice to Sanborn, suspend further performance of the services by Sanborn. Upon receiving notice of suspension, Sanborn shall promptly suspend performance of the services to the extent specified. During the period of a suspension, Sanborn shall care for, and protect its services in progress. For a period of 90 days, City may withdraw the suspension of performance of the services as to all or part of the suspended services by written notice to Sanborn specifying the effective date and scope of withdrawal. Sanborn shall then resume diligent performance of the services for which the suspension was withdrawn.

If suspension or withdrawal of suspension justifies modification of Sanborn's compensation, an equitable adjustment shall be made under Attachment "C", and this Agreement shall be modified in writing accordingly.

If Sanborn disagrees with a request by City for a non-compensable correction of defects or errors or omissions in the services, then in addition to, or in lieu of the other provisions of this Agreement, Sanborn may invoice City for additional compensation in performing the services, and the Dispute Resolution procedures of Article 15 shall apply to such invoiced amounts.

ARTICLE 4 - TECHNICAL & CONTRACTUAL REPRESENTATIVES

Authorized representatives of City and Sanborn are:

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CITY:
Technical Antonio Adolphues and Sara Cobb
Contractual Brenda Mayer and Scot Rigby

SANBORN:
Technical Bridget Marcotte _____
Contractual Joseph LaFalce _____

Modifications or amendments required, or permitted under this Agreement should be coordinated by the Contractual Representatives of the parties. The Technical Representatives of the parties should coordinate technical directions and communications concerning the services.

ARTICLE 5 - CITY RESPONSIBILITIES

City shall cooperate with Sanborn in all aspects of the Project, and shall provide full information and all criteria of City's requirements for the Project, including objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any time or budgetary limitations. City shall furnish copies of all specifications and standards, which it will require to be included in the services, and shall examine and respond promptly to Sanborn's submissions.

Additional responsibilities of City are specified in Attachment "D" ("City Responsibilities").

ARTICLE 6 - INFORMATION FURNISHED BY OTHERS & COST ESTIMATES

Unless the scope of services in Attachments "A" and "B" includes an undertaking by Sanborn to assure the accuracy of documents or information furnished by City or others, Sanborn shall be entitled to rely upon as accurate and correct any plans, drawings, specifications, criteria, maps, surveys and other data furnished by City or others. If subsequent errors are discovered in data furnished by City, which necessitate redoing services, Sanborn shall be compensated for such extra services in accordance with Article 3. Sanborn shall not be liable to City for errors or omissions in data furnished by City.

ARTICLE 7 - RECORDS, AUDIT, OWNERSHIP OF DOCUMENTS

Sanborn shall maintain records of performance under this Agreement, and shall make these records available for inspection and for audit (if the payment provisions herein are of a type capable of audit) by

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City at all reasonable times during the course of services and for a period of two years after completion of services. Audits shall be conducted in accordance with generally accepted auditing principles.

ARTICLE 8 - CONFLICT OF INTEREST, NO CONTINGENT FEES

Sanborn represents it has no known direct or indirect interest, which would conflict with the performance of its services under this Agreement.

Except as disclosed to City, and except for the compensation to be paid hereunder, Sanborn warrants it has not directly or indirectly paid or agreed to pay any person or company any fee, commission, contribution, donation, gift, or any other type of consideration to solicit or secure an award of this Agreement.

ARTICLE 9 - SOFTWARE RIGHTS, COPYRIGHT, PATENT, TRADEMARK

No title to or ownership of City provided data, or any of their parts is transferred to Sanborn. City shall maintain complete ownership and proprietary rights with regard to its database schema, source data and documents, and, subject to the terms of the below paragraph, deliverable products of this Project, excepting source field survey books and magnetic media, and any software used by Sanborn in performance of the Project work.

Sanborn shall retain ownership and proprietary rights of any software programs to be used under this Agreement. Upon Sanborn's receipt of full and final payment of all outstanding invoices with respect to the performance of the services and delivery of the deliverables hereunder, City retains ownership of deliverables produced from this Agreement. City hereby grants to Sanborn a limited, non-exclusive, nontransferable, royalty-free, worldwide, perpetual license to copy, use, create derivative works of, use derivative works of, and distribute copies of the derivative works of, same.

At Sanborn's expense, Sanborn shall defend any suits brought against City based on a claim that the use of any design, process, apparatus, or any part, methodology, software, publication, or other proprietary right, or anything furnished by Sanborn under this Agreement constitutes an infringement of any patent, trademark, or copyright of the United States; provided that Sanborn shall be notified promptly in writing by

Agreement for Services by and between
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City of such a claim or contention, and given the authority, information, and assistance (at Sanborn's expense) for the defense thereof.

ARTICLE 10 - SUBCONTRACTS

Except as provided in the Attachments (including subcontractors identified in Sanborn's Proposal dated February 16, 2024), Sanborn shall not subcontract any part of its services under this Agreement. Sanborn shall provide City with reasonable advance written notice if other than identified subcontract services are required.

Sanborn shall obligate each subcontractor of every tier to consent to compliance with all applicable provisions of this Agreement. Nothing contained in any subcontract of any tier shall create a contractual relationship between City and any such subcontractor, nor shall any subcontract create any obligation on the part of City to pay or to see that payment is made to any subcontractor.

ARTICLE 11 - INDEMNIFICATION & RISK ALLOCATION

Sanborn agrees to indemnify, and save City harmless from any loss, cost, or expense, including reasonable attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of Sanborn or its employees in connection with Sanborn's services. City agrees to indemnify and save Sanborn harmless from any loss, cost, or expense, including reasonable attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of City or its employees in connection with the operations of City. If the negligence of both Sanborn and City (or a person identified above for whom each is liable) is the cause of such damage or injury, the loss, cost or expense shall be shared between Sanborn and City in proportion to their relative degrees of negligence, and the right of indemnity shall apply for such proportion.

It is intended by the parties to this Agreement that performance of Sanborn's services shall not subject Sanborn's personnel, including its employees, officers, directors, or shareholders, to any personal legal exposure for any risk associated with the Project. City agrees that any claim, demand or suit shall be made only against Sanborn, a Delaware corporation, and not against any of Sanborn's personnel.

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City and Sanborn have discussed the risks and rewards associated with the Project as well as Sanborn's compensation for services.

Neither party hereto shall be liable to the other for punitive, incidental, special, indirect or consequential damages, nor shall Sanborn be liable for any cost or expense that provides betterment, upgrade or enhancement of the Project. Sanborn's maximum aggregate liability to City shall be limited to the aggregate dollar value of fees paid to Sanborn by City pursuant to the terms hereof.

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ARTICLE 12 - INSURANCE

Sanborn shall continuously maintain during the term of this Agreement, and for a period of two years after completion of Sanborn's services, insurance of the kinds and with the limits not less than the amounts below:

Workers' Compensation: As prescribed by the laws of the state in which the work is being conducted.

Comprehensive General Liability: \$1,000,000 bodily injury and property damage combined single limit.

Comprehensive Automobile Liability: \$1,000,000 per accident bodily injury and property damage combined single limit.

Excess Liability. \$1,000,000 bodily injury and property damage combined single limit.

Professional Liability. \$1,000,000 annual aggregate.

Certificates of insurance evidencing these minimum coverages shall be submitted to City at the commencement of Sanborn's services. Failure to submit the certificates or endorsements, or failure of City to insist upon submission shall not relieve Sanborn of its duty to maintain the required insurance.

ARTICLE 13 - TERMINATION

Subject to the other provisions of this Agreement, either party in the event of a substantial failure by the other party to fulfill its obligations under this Agreement may terminate this Agreement in whole or in part in writing. No such termination shall be effective until the other party is given not less than 60 working days written notice of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.

City may terminate in whole or in part in writing this Agreement for its convenience. No such termination shall be effective until Sanborn is given not less than 60 working days written notice of intent to terminate and an opportunity for consultation with City prior to termination.

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Upon receipt of a notice of termination, Sanborn shall promptly discontinue all services affected (unless the notice directs otherwise). If City is not in breach of this Agreement, Sanborn shall deliver, or otherwise make available to City all finished services; provided, however, Sanborn shall not be responsible for the accuracy, completeness or workability of documents prepared by Sanborn if used, changed or completed by City or by another party.

Subject to the provisions of Article 2, Sanborn shall be paid for its costs and services performed through the effective date of termination, less allowances for errors or services which must be corrected. If this Agreement is terminated for City's convenience, City shall pay Sanborn for costs and services performed through the effective date of termination.

Notwithstanding termination for any reason, City shall in no event be released from its obligation to pay Sanborn for all services performed and deliverables delivered prior to such termination.

ARTICLE 14 - DISPUTE RESOLUTION

If a claim or controversy between City and Sanborn is not resolved by the designated representatives of the parties, the chief executive officers of Sanborn and City shall meet within 30 days thereafter to review and discuss such claim or controversy and attempt, in good faith, to settle or resolve the matter.

ARTICLE 15 - GENERAL

15.1 Governing Law, Venue & Costs. The laws of the State of Oklahoma shall govern this Agreement, and venue for all disputed matters between the parties shall be Oklahoma. In the event of an action to enforce the terms and conditions of this Agreement or of any of the rights or obligations arising from this Agreement, the prevailing party shall be entitled to an award of the costs of such action, including reasonable attorney fees.

15.2 Entire Agreement, Amendments. This Agreement sets forth the entire agreement of the parties, supersedes all prior negotiations and understandings, and shall govern any services by Sanborn on the

Agreement for Services by and between
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Project prior to execution of this Agreement. Except as otherwise expressly provided in this Agreement, this Agreement may be modified or amended only upon the signed written agreement of both parties. Sanborn shall not be required to execute any documents subsequent to the signing of this Agreement that increase Sanborn's contractual or legal obligations or risks, or jeopardize the availability of or increase the cost of its professional or general liability insurance. Sanborn and City have each read, and fully understand the terms of this Agreement, each has had the opportunity to have it reviewed by counsel, and the rule providing that ambiguities in a contract shall be construed against the drafter shall not apply to this Agreement.

15.3 Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court or other authority with like jurisdiction, the remainder of this Agreement shall be unaffected and enforceable, and there shall be deemed substituted for the affected provision(s) a valid and enforceable provision(s) as similar as possible to the affected provision(s).

15.4 Assignment. This Agreement is for personal services, and neither party may assign its rights, nor delegate the performance of its duties hereunder without the prior written approval of the other. Any assignment, voluntary or involuntary, in violation of the foregoing shall be voidable. This Agreement is not intended to benefit any third party.

15.5 Successors and Approved Assigns. This Agreement shall inure to the benefit of, and shall be binding upon the parties and their respective legal representatives, successors, and approved assigns.

15.6 Non-Waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right shall constitute a waiver of that or any other right.

15.7 Independent Contractor. Sanborn shall perform its services as an independent contractor and not as an agent, employee, representative, joint venturer or partner of City.

15.8 Force Majeure. Any delays beyond the control of either party shall automatically extend the time schedule as contained in Attachment "C". In addition, by mutual written consent and two weeks advance notice, the indicated times may fluctuate to suit the needs of either party.

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Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing (with the exception of payment obligations) if such delay or default is caused by events of Force Majeure. Force Majeure shall mean any events or actions beyond the reasonable control of either City or Sanborn preventing or delaying the execution of or compliance with any of the terms and conditions contained in this Agreement including but not limited to strikes, lockouts, labor shortages, actions or inactions of independent subcontractors and suppliers, power shortages, wars, acts of God, and governmental regulations, including the restrictions imposed by air traffic control personnel with authority over airspace required for flight operations, restricting normal operations, weather or atmospheric conditions that are not conducive for the collection of aerial imagery or terrain data in a manner that is necessary to meet or exceed the requirements of any deliverable and inability of City to provide any specified Sources in a timely manner. Sources shall mean all information and/or materials as may be defined in this Agreement required to be provided by City to Sanborn for the performance of the services. If and to the extent that Sanborn suffers a delay as a result of an event of Force Majeure, then it shall be entitled to a delivery schedule extension by a period of time equal to the period of interruption caused by the Force Majeure event.

15.9 Notices. Notice required or permitted hereunder shall be in writing and delivered in a manner most efficient under the circumstances. Subject to the foregoing, notice shall be deemed to have been given when received by the party to whom it is directed by hand delivery, fax, or mail delivery as follows:

Sanborn:	The Sanborn Map Company, Inc. Attn: Corporate Contracts 1935 Jamboree Drive, Suite 100 Colorado Springs, CO 80920-5358 Attn: Mr. Joseph LaFalce
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CITY:	City of Edmond 1273 N Broadway
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Edmond, OK 73034
Attn: Mr. Antonio Adolphues

Or at such other address as a party hereto may designate by written notice.

15.10 Headings. The captions and headings of this Agreement are for convenience and reference only, and do not limit or define the scope or intent of the clause.

15.11 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Agreement for Services by and between
The City of Edmond, Oklahoma and The Sanborn Map Company, Inc.

ARTICLE 16 - INCORPORATION OF ATTACHMENTS

The following Attachments are incorporated into and made a part of this Agreement:

A - Scope of Work – Digital Orthophotography

B - Scope of Work – Topographic and Planimetric Mapping

C - Payment Schedule and Schedule of Work

D - City Responsibilities

Agreement for Services by and between
The City of Edmond, Oklahoma and The Sanborn Map Company, Inc.

IN WITNESS WHEREOF, the parties execute this Agreement on the date last written below.

THE CITY OF EDMOND, OKLAHOMA

Signature _____
Print _____
Title _____
Date _____

Signature _____
Print _____
Title _____
Date _____

The Sanborn Map Company, Inc

Signature John Copple
Print John Copple
Title President/CEO
Date 03/18/2024

Signature _____
Print _____
Title _____
Date _____

Agreement for Services by and between
The City of Edmond, Oklahoma and The Sanborn Map Company, Inc.

Attachment A: Scope of Work-Digital Orthophotography

AGREEMENT FOR SERVICES

I. Character and Extent of Services

A. The Services

Sanborn shall furnish all necessary work, materials, supplies, transportation, plant, labor, and superintendence as may be required, to accomplish digital photogrammetric mapping and surveys for this Mapping Project. The services shall be accomplished according to the specifications contained in the documents listed here in order of precedence in the event of inconsistent or contradictory terms, conditions or provisions among them:

1. This Attachment A: Scope of Work-Digital Orthophotography
2. Sanborn's Proposal dated February 16, 2024
3. COAGA 2024 RFP #2024-01

B. Tasks to be performed under the Agreement for Services are:

1. Panel GPS Control points as necessary to support the digital orthophotography for entire City of Edmond. Existing monuments will be utilized to the maximum extent possible.
2. Color Aerial Photography flown at 4,733' Above Mean Terrain
3. Digital Aerial Triangulation (DAT)
4. 0.25' pixel Digital Orthophotography

Agreement for Services by and between
The City of Edmond, Oklahoma and The Sanborn Map Company, Inc.

C. Area of the Project - The project area shall be as illustrated on page 23 of COAGA 2024 RFP #2024-01. This area represents full mapping of the City of Edmond. In areas where the City limits are in a portion of a PLSS section, the deliverables shall include the complete section.

D. Deliveries - All costs of deliveries shall be borne by Sanborn. Each delivery shall be addressed to: City of Edmond, Oklahoma; 1273 N Broadway, Edmond, Oklahoma, 73034; ATTN: Mr. Antonio Adolphues and shall be accompanied by a letter and/or transmittal form, listing the materials being transmitted, and being properly numbered, dated and signed.

II. Notices/Contacts

Bridget Marcotte, Senior Program Manager, will be the single point of contact at Sanborn for all City correspondence of an administrative nature.

III. Special Technical Provisions

A. Aerial Photography

1. The aerial photography used for the creation of the color digital orthophotography shall be captured at 4,733' Above Mean Terrain utilizing Sanborn's Vexcel UltraCam Eagle digital aerial camera.
2. Flight Plan - The strips of photography shall be flown in conformance with a plan developed by Sanborn and approved by the City of Edmond. All strips shall be flown as straight as possible and shall be void of crab, tilt and altitude variation to the extent that they afford good stereoscopic coverage of the entire minimum areas. The AMT photography will be flown with 60 forward lap. The project shall be flown on or near the date agreed to by Sanborn and the City. Photography shall not be taken with less than a 35degrees sun angle.

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B. Digital Orthophotography

1. Scale - The final mapping scale will be 1"=50' with a final resolution of 0.25' for the color imagery.
2. Format - For this project all imagery will be output as an untitled, uncompressed TIFF formatted file associated with a TIFF World header file (.TFW). Each primary image will cover approximately one quarter section of land at 1"=50' scale with a recommended .25' pixel resolution. A city-wide mosaic in MrSID and JP2000 format compressed image will be delivered.
3. Objects in the orthophoto image that are not at ground level will be displaced from their horizontal position in relative proportion to their height above the ground.

IV. Deliverables

The following outlines the deliverable products produced by Sanborn. Sanborn understands that all of the products listed below are the property of the City of Edmond upon Sanborn's receipt of full and final payment of all outstanding invoices with respect to the performance of the services and delivery of the deliverables hereunder.

A. Aerial Photography Products

1. Flight line maps.
2. Raw Imagery (if requested)
3. Sample Post-Processed Imagery

B. Digital Orthophoto Products

1. One (1) set of color digital ortho imagery formatted to approximately the extent of the existing quarter section having .25 foot pixel resolution. Tiling schema to be approved by the City prior to production.
2. City-wide mosaic in MrSID (40:1 compression) and JP2000 (40:1 compression) formatted digital image.
3. Metadata including: author information, date flown, flight altitude, scale and accuracy of imagery.

Attachment B: Scope of Work-Topographic and Planimetric Mapping

AGREEMENT FOR SERVICES

I. Extent of Services

A. The Services

Sanborn shall furnish all necessary work, materials, supplies, transportation, plant, labor, and superintendence as may be required, to accomplish digital photogrammetric mapping and surveys for this Mapping Project. The services shall be accomplished according to the specifications contained in the documents listed here in order of precedence in the event of inconsistent or contradictory terms, conditions or provisions among them:

1. This Attachment B: Scope of Work – Planimetric and Topographic Data
2. Sanborn’s Proposal dated February 16, 2024
3. City of Edmond’s COAGA 2024 RFP #2024-01

B. Tasks to be performed under the Agreement for Services are:

1. Acquisition of LiDAR data at Quality Level 2 (average Nominal Point Spacing of .7m or a minimum of 2 points per meter), performing GPS surveys and LiDAR point classification
2. Hydrologically Enforced DTM update to support 1’ contour modeling derived from the LiDAR data.
 - a. LAS 1.4 Classified Point Cloud
 - b. Hydro- enforced DTM
3. Photogrammetric Update/Collection of new Planimetric Features
4. ArcGIS Geodatabase production with specified schema.
5. Metadata production

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C. Area of the Project –

The project area shall be as illustrated on page 23 of the COAGA RFP #2024-01. This area represents full mapping of the City of Edmond. In areas where the City limits are in a portion of a PLSS section, the deliverables shall include the complete section.

- D. Deliveries - All costs of deliveries shall be borne by Sanborn. Each delivery shall be addressed to: City of Edmond, Oklahoma; 1273 N Broadway, Edmond, Oklahoma, 73034; ATTN: Mr. Antonio Adolphues and shall be accompanied by a letter and/or transmittal form, listing the materials being transmitted, and being properly numbered, dated and signed.

II. Notices/Contacts

Bridget Marcotte, Senior Program Manager, will be the single point of contact at Sanborn for all City correspondence of an administrative nature.

III. Special Technical Provisions

A. DTM Development

1. Accuracy - All topography features shall be accurate to within the tolerances of ASPRS Class I Accuracy at the appropriate mapping scale (1"=50')
2. Feature Density – The photogrammetrically extracted breaklines and supplemental mass points shall be of sufficient density to support modeling of 1' contours to the accuracy stated above.
3. Sanborn shall model 1' contours and produce spot elevations at traditional locations and those products plus the new DTM shall constitute the deliverables for the topographic mapping portion of this project.
 - a. The minimum of 2ppm LiDAR data will be used to derive the 1' contours under USGS Classifications
4. Topographic data shall be delivered in ArcGIS Geodatabase and in AutoCAD dwg formats.
5. ASPRS LiDAR report will be provided.

B. Planimetric Mapping

1. Compilation shall be performed on a precision softcopy stereo plotter.
2. Sanborn will utilize the same aerial photography for the planimetric data updating.
3. Planimetric data shall be delivered in ArcGIS Geodatabase formats.
4. Appendix A contains the description of data to be updated. The planimetric data to be updated are road edges (paved, unpaved, sidewalks and trail centerlines), driveways, parking lots, buildings to include building heights (minimum size is 12' x 10'), hydrology (including drainage features such as ditches), railroad centerlines, street centerlines, sidewalk centerlines, tree mass outlines, single trees in the right of way and fences that show ownership. The fences would follow along R.O.W lines and lot (parcels) lines. Updates include any modifications to existing features such as road widenings and building additions or demolitions.
5. Map Editing/Quality Assurance - All quality checks and map editing shall be accomplished in a manner to eliminate or minimize errors and misinterpretation. Edmond City officials will load Arc/Info files and check for completeness, topology and accuracy of spatial and attribute data.
6. All planimetric features spanning or extending across tile boundaries will edge match with the boundary tile planimetric features.
7. Accuracy - The horizontal accuracy for this planimetric data will be 1/40th of the final map scale, or one and one-quarter feet (1 1/4'), based on the scale of photography. All spatial features shall be accurate to within the tolerances of ASPRS Standard for Class 1 Map Accuracy for all features. All resultant geodatabase files will have double precision accuracy. Sanborn shall not be responsible for existing features mapped by other vendors that do not meet these accuracy requirements.

All spatial data should adhere to the coordinate systems listed in the RFP for the City of Edmond.

C. Metadata

1. Metadata must be included in all geodatabase deliveries for all feature classes using the FGDC format.

Agreement for Services by and between

The City of Edmond, Oklahoma and The Sanborn Map Company, Inc.

-
2. Metadata should include: author information, a description of the dataset, data capture techniques, definitions for all fields, subtype and domain code descriptions, statement of accuracy, compilation scale, and dates of the completed compilation.

IV. Deliverables

The following outlines the deliverable products produced by Sanborn. Sanborn understands that all of the products listed below are the property of the City of Edmond upon Sanborn's receipt of full and final payment of all outstanding invoices with respect to the performance of the services and delivery of the deliverables hereunder.

A. Photogrammetric Products

1. Topographic databases in ArcGIS geodatabase and AutoCAD dwg formats.
2. Planimetric/Impervious Surface databases in ArcGIS geodatabase format.
3. ASCII Digital Terrain Model (DTM) data.
4. Hydro flattened/enforced, bare earth DTM
5. ASPRS LiDAR report.
6. Spot elevations
7. Raw point file fully compliant with LAS 1.4

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Attachment C: Payment Schedule & Schedule of Work

The following outlines the compensation due Sanborn for the above Scope of Work outlined in Attachments A and B.

Mobilization costs in the amount of 10% of the total price will be invoiced and paid upon survey and flight plan approval for all expenses incurred to collect the aerial data necessary for the project. Invoices shall be submitted thereafter based upon the delivery milestones as follows:

- 30% upon acquisition completion
- 20% upon survey report and AT report delivery
- 30% upon initial orthophoto/planimetric/topography delivery
- 10% upon final acceptance

Task:

Aerial	\$33,420.05
Planimetric Change Pilot	\$2,512.31
Planimetric Change Remainder	\$22,610.83
LiDAR	
HE DTM 1 Foot Pilot	\$4,741.16
HE DTM 1 Foot Remainder	\$42,670.48
MR SID/JP2000	\$0.00
TOTAL	\$105,954.83

PAYMENT TERMS

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Payment terms are NET30 from receipt of invoice.

SCHEDULE OF WORK

Sanborn will perform the required tasks and deliver the goods and services according to the schedule proposed in Sanborn's response dated February 16, 2024.

If there is a delay in Sanborn's receipt of Notice to Proceed or Executed Agreement, Sanborn's proposed schedule will be extended by a period of time equal to the period delay.

Attachment D: Client Responsibilities

Role of the City of Edmond Resources

Existing Source Material Provided by the City of Edmond

Tile Format - If a section sheet layout does not currently exist, Sanborn will work closely with the City to determine the best source of information for the sheet layout.

Sample Database Layering Scheme - If the City of Edmond has an existing AutoCAD layering scheme and/or an existing ArcGIS geodatabase, Sanborn shall use these as a template. If desired, Sanborn can assist the City of Edmond to create or customize a database scheme. Sanborn has the in-house expertise to customize a scheme that satisfies automated mapping and GIS needs.

The City shall be responsible for receiving and paying Sanborn's data acquisition invoice in the manner prescribed in Attachment C.

The City shall be responsible for issuing a formal Notice to Proceed for the Pilot Project.

The City shall be responsible for providing sources to Sanborn for the Project in a manner that is consistent with the Project Schedule and said sources shall meet all requirements and specifications for accuracy, content and condition that are detailed in the Proposal and RFP. The Project Schedule and term of the Agreement for Services will be extended in the event of delay(s) on the part of the City in supplying said sources to Sanborn that meet the prescribed requirements for accuracy, content and condition. In the event of such delay(s), the City agrees to execute Change Order(s) extending the Project Schedule and term of the Agreement for Services for the same number of Days.

The City shall be responsible for validating the quality and content of the goods and services delivered by Sanborn for the Project within the time detailed below.

The City shall be responsible for providing Sanborn with a formal written notice of acceptance of the Pilot Project prior to any work being performed on the remainder of the Project.

The City agrees to negotiate in good faith with Sanborn any necessary modifications to the Database Design, Acceptance Criteria, Project Schedule, and Contract Price that result from the City's review and acceptance of the Pilot Project. Any such modifications shall be incorporated into the Agreement for Services through formally executed Change Order(s) and/or Amendment(s).

The City shall be responsible for issuing a formal Notice to Proceed for the remainder of the Project upon completion of any modifications to the Database Design, Acceptance Criteria and Project Schedule and subsequent Change Order(s) and/or Amendment(s).

The City shall be responsible for receiving and paying Sanborn invoices in the manner prescribed in Attachment C.

It shall be the responsibility of the City to provide Sanborn with a written document signed by an authorized representative granting full acceptance of the Project within thirty (30) Days of the final delivery of all goods and services or at such time all delivered goods and services meet the Acceptance Criteria as defined herein.

City Review Period

The City shall have sixty (60) days after delivery in which to review delivered goods and services. The goods and services are accepted, by default, in the absence of Sanborn receiving written notification within such sixty (60) day period of the goods and services having failed to meet the acceptance criteria.

Sanborn Review Period

Sanborn shall have fifteen (15) days after receipt of evidence of any delivered goods and services having failed to meet the acceptance criteria in which to contest such determination by the City. Sanborn shall be deemed to have accepted the City's determination in the absence of the City receiving written notification within such fifteen (15) day period of Sanborn intent to contest the City's determination.

Sanborn Redelivery Period

Upon the conclusion of the fifteen (15) Day Sanborn Review Period, of City rejected goods and services, Sanborn shall, if it has not elected to contest the City's rejection, have fifteen (15) additional days to correct and redeliver the goods and services to the City for reconsideration.

City Redelivery Review Period

Upon receipt of redelivered goods and services from Sanborn, the City shall have thirty (30) days to review said redelivered goods and services. Goods and services are accepted, by default, in the absence of Sanborn receiving evidence within such thirty (30) day period of the redelivered goods and services having failed to meet the acceptance criteria.

Appendix A

Edmond Geodatabase Design – Planimetric and Topographic Data

This version of the City of Edmond geodatabase data model follows a standard planimetric data model. The following describes the GIS database design for the feature dataset. Sanborn will conform their attribute capture and population of the data sets from the data model illustrated below.

The planimetric data compiled includes road edges (paved, unpaved, trail centerlines, sidewalks, and driveways), parking lots, buildings (minimum size is 12'x10'), hydrology (including drainage ditches), railroad centerlines, street centerlines, sidewalk centerlines, tree mass outlines and single trees in the right of way, and fences that show ownership. Updates include any modifications to existing features such as road widenings, tree mass outlines and building additions or demolitions.

The topographic data set includes breaklines and masspoints feature class in addition to the contour lines and spot elevations.

The following pages show the feature attribute tables in detail. Whenever codes or a set of valid values is used for an attribute, a domain table is utilized. The information in the lookup tables is not included in this document.

Sanborn is encouraged to add to any aspect of this design in order to better meet the needs of the city of Edmond. Examples of such modifications might include adding new feature types or creating a domain table in the geodatabase for definitions of allowable values. However, Sanborn will be required to report any such changes to the City and to request prior approval for any change, which would preclude creating layers in the specified formats.

Data File-Type Information and System Requirements:

Planimetric Data

Buildings (polygon)

Attributes	Alias	Data Type	Width	Definition
OBJECTID	OBJECTID	OID	4	Internal feature number.
TYPE	Type	Long Integer	4	Subtype code (see below).
UPDATED	Updated	Date	8	Feature updated date.
SHAPE	Shape	Geometry	0	Feature geometry.
ASSET_TYPE	Asset Type	Text	20	Building Type.
FIRE_SUPPRESSION	Fire Suppression	Text	8	Buildings with sprinklers.

ELEVATION	Elevation	Double	8	Building heights
MODIFIED BY	Modified By	Text	30	Modify by
MODIFIED DATE	Date Modified	Date	*	Date of Modification
STATUS	Status	Text	20	Status of building
SHAPE.AREA	SHAPE.AREA	Double	8	Area of feature.
SHAPE.LEN	SHAPE.LEN	Double	8	Length of feature.

Building Subtypes

Code	Description
0	Government Building
1	Building
2	Foundation
3	Ruin
4	Tank
99	Out Areas

Fence (line)

Attributes	Alias	Data Type	Width	Definition
OBJECTID	OBJECTID	OID	4	Internal feature number.
SHAPE	Shape	Geometry	0	Feature geometry.
TYPE	Type	Long Integer	4	Subtype code (see below).
UPDATED	Updated	Date	8	Feature updated date.
SHAPE_LENGTH	Shape_Length	Double	8	Length of feature (in units).

Fence Subtypes

Code	Description
1	Fence

Hydrology (polygon)

Attributes	Alias	Data Type	Width	Definition
OBJECTID	OBJECTID	OID	4	Internal feature number.
SHAPE	Shape	Geometry	0	Feature geometry.
DISPLAY	Display	ShortInteger	2	Display code (not used).
TYPE	Type	Long Integer	4	Subtype code (see below).
NAME	Name	Text	35	Name of water body.
UPDATED	Updated	Date	8	Feature updated date.
Shape_Length	Shape_Length	Double	8	Length of features (in units).
Shape_Area	Shape_Area	Double	8	Area of features (in units)

Hydrology Subtypes

Code	Description
1	River
2	Lake, Reservoir
3	Pond
4	Island
5	Irrigation Canal
6	Creek
7	Trickle Channel
8	Drainage Ditch
99	Out Area

Hydrology Lines (line)

Attributes	Alias	Data Type	Width	Definition
OBJECTID	OBJECTID	OID	4	Internal feature number.
SHAPE	Shape	Geometry	0	Feature geometry.
TYPE	Type	Long Integer	4	Subtype code (see below).
DISPLAY	Display	ShortInteger	4	Display code (not used).
NAME	Name	Text	35	Hydrology line name.
UPDATED	Updated	Date	8	Feature updated date.

Shape_Length	Shape_Length	Double	8	Length of features (in units).
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Hydrology Line Subtypes

Code	Description
1	River
2	Lake, Reservoir
3	Pond
4	Island
5	Irrigation Canal
6	Creek
7	Irrigation Ditch
8	Trickle Channel
9	Drainage Ditch
99	Tile Edge

Parking Lot (polygon)

Attributes	Alias	Data Type	Width	Definition
OBJECTID	OBJECTID	OID	4	Internal feature number.
SHAPE	Shape	Geometry	0	Feature geometry.
TYPE	Type	ShortInteger	2	Subtype code (see below).
UPDATED	Updated	Date	8	Feature updated date.
Shape_Length	Shape_Length	Double	8	Length of features (in units).
Shape_Area	Shape_Area	Double	8	Area of features (in units).

Parking Lot Subtypes

Code	Description
1	Parking Lot
99	Out Areas

Pavement (polygon)

Attributes	Alias	Data Type	Width	Definition
OBJECTID	OBJECTID	OID	4	Internal feature number.
SHAPE	Shape	Geometry	0	Feature geometry.
TYPE	Type	ShortInteger	2	Subtype code (see below).
DISPLAY	Display	ShortInteger	2	Display code (not used).
UPDATED	Updated	Date	8	Feature updated date.
Shape_Length	Shape_Length	Double	8	Length of features (in units).
Shape_Area	Shape_Area	Double	8	Area of features (in units).

Pavement Subtypes

Code	Description
1	Paved Road
2	Unpaved Road
3	Bridge
4	Sidewalk
5	Driveway
6	Unpaved Driveway
99	Out Areas

Pavement Lines (line)

Attributes	Alias	Data Type	Width	Definition
OBJECTID	OBJECTID	OID	4	Internal feature number.
SHAPE	Shape	Geometry	0	Feature geometry.
TYPE	Type	Long Integer	4	Subtype code (see below).

DISPLAY	Display	ShortInteger	2	Display code (not used).
UPDATED	Updated	Date	8	Feature updated date.
Shape_Length	Shape_Length	Double	8	Length of features (in units).

Pavement Lines Subtypes

Code	Description
5	Trails
9	Bike Paths
99	Tile Edge

Railroad (line)

Attributes	Alias	Data Type	Width	Definition
OBJECTID	OBJECTID	OID	4	Internal feature number.
SHAPE	Shape	Geometry	0	Feature geometry.
TYPE	Type	ShortInteger	2	Subtype code (see below).
DISPLAY	Display	ShortInteger	2	Display code (not used).
NAME	Name	Text	35	Railroad name.
UPDATED	Updated	Date	8	Feature updated date.
Shape_Length	Shape_Length	Double	8	Length of features (in units).

Railroad Subtypes

Code	Description
1	Railroad Centerline

Road Centerline (line)

Attributes	Alias	Data Type	Width	Definition
OBJECTID	OBJECTID	OID	4	Internal feature number.
SHAPE	Shape	Geometry	0	Feature geometry.
TYPE	Type	ShortInteger	2	Subtype code (see below).
DISPLAY	Display	ShortInteger	2	
NAME	Name	Text	35	Road centerline name.

UPDATED	Updated	Date	8	Feature updated
Shape_Length	Shape_Length	Double	8	Length of features (in units).
Shape_Area	Shape_Area	Double	8	Area of Features (in units).

Road Centerlines Subtypes

Code	Description
1	Paved Road Centerline
2	Unpaved Road Centerline
3	Sidewalk Centerline

Single Trees (point)

Attributes	Alias	Data Type	Width	Definition
OBJECTID	OBJECTID	OID	4	Internal feature number.
SHAPE	Shape	Geometry	0	Feature geometry.
TYPE	Type	LongInteger	4	Subtype code (see below).
UPDATED	Updated	Date	8	Feature updated
Shape_Length	Shape_Length	Double	8	Length of features (in units).
Shape_Area	Shape_Area	Double	8	Area of Features (in units).

Single Trees Subtypes

Code	Description
1	Coniferous Tree
2	Deciduous Tree

Vegetation (polygon)

Attributes	Alias	Data Type	Width	Definition
OBJECTID	OBJECTID	OID	4	Internal feature number.
SHAPE	Shape	Geometry	0	Feature geometry.
TYPE	Type	LongInteger	4	Subtype code (see below).
UPDATED	Updated	Date	8	Feature updated date.

Shape_Length	Shape_Length	Double	8	Length of features (in units).
Shape_Area	Shape_Area	Double	8	Area of Features (in units).

Vegetation Subtypes

Code	Description
1	Tree Line
2	Tree Line Opening

Topographic Data

Contours (line)

Attributes	Alias	Data Type	Width	Definition
OBJECTID	OBJECTID	OID	4	Internal feature number.
TYPE	Type	LongInteger	4	Subtype code (see below).
UPDATED	Updated	Date	36	Feature updated date.
ELEVATION	Elevation	Double	8	Elevation.
SHAPE	Shape	Geometry	0	Feature geometry.
Shape_Length	Shape_Length	Double	8	Length of features (in units).

Contour Subtypes

Code	Description
1	Index Contour
2	Intermediate Contour
3	Hidden Index Contour
4	Hidden Intermediate Contour

Spot Elevations (point)

Attributes	Alias	Data Type	Width	Definition
OBJECTID	OBJECTID	OID	4	Internal feature number.
TYPE	Type	LongInteger	4	Subtype code (see below).

UPDATED	Updated	Date	36	Feature updated date.
ELEVATION	Elevation	Double	8	Elevation.
SHAPE	Shape	Geometry	0	Feature geometry.

Spot Elevation Subtypes

Code	Description
1	Ground Elevation
2	Bridge Elevation
3	Water Elevation

Obscured Areas (polygon)

Attributes	Alias	Data Type	Width	Definition
OBJECTID	OBJECTID	OID	4	Internal feature number.
TYPE	Type	LongInteger	4	Subtype code (see below).
UPDATED	Updated	Date	36	Feature updated date.
SHAPE	Shape	Geometry	0	Feature geometry.
Shape_Area	Shape_Area	Double	8	Area of Features (in units).
Shape_Length	Shape_Length	Double	8	Length of features (in units).

Obscured Areas Subtypes

Code	Description
1	Obscured Area

DTM Breaklines (line)

Attributes	Alias	Data Type	Width	Definition
OBJECTID	OBJECTID	OID	4	Internal feature number.
TYPE	Type	LongInteger	4	Subtype code (see below).
UPDATED	Updated	Date	36	Feature updated date.

SHAPE	Shape	Geometry	0	Feature geometry.
Shape_Length	Shape_Length	Double	8	Length of features (in units).

DTM Breaklines Subtypes

Code	Description
1	Breakline

DTM Mass Points (points)

Attributes	Alias	Data Type	Width	Definition
OBJECTID	OBJECTID	OID	4	Internal feature number.
TYPE	Type	LongInteger	4	Subtype code (see below).
UPDATED	Updated	Date	36	Feature updated date.
ELEVATION	Elevation	Double	8	Elevation.
SHAPE	Shape	Geometry	0	Feature geometry.

DTM Mass Points Subtypes

Code	Description
1	Mass Point

Topographic Data CAD Format Requirements

CAD File Objects:

Each .dwg group layer contains 5 object classes. These object classes include:

Annotation An object layer that is used to store text related to another CAD object or a drawing title block. Each spot elevation point contains annotation.

Point An object layer that stores CAD points. Spot elevations are represented points.

Polyline An object layer that is used to store CAD lines. Each contour line in this object class is represented as a line.

Polygon An object class that is used to store closed areas, or polygons in the CAD and GIS drawing environment. Contour lines that are closed are represented as polygons.

MultiPatch This geometry type is used for storing 3D objects - such as buildings, geological bodies, 3D no-fly zones, etc – in both the geodatabase and shapefile formats.

CAD Data Attributes:

The following table provides a description of each CAD field.

Name	Type	Width	Description	Feature class
FID	Object ID	4	Unique feature identifier.	All
Shape	Shape	*	Geometric shape of entity.	All
Entity	String	16	The type of CAD entity that the feature represents. Entity and element are synonymous.	All
Handle	String	16	The CAD unique identifier for entities and elements.	All
Layer	String	255	A logical grouping of data in a drawing. Layers can contain a mixture of feature types.	All
LyrFrzn	Short	2	The CAD frozen status of the layer. Frozen layers are not displayed.	All
LyrLock	Short	2	The CAD locked status of the layer. Locked layers are displayed.	All
LyrOn	Short	2	The CAD display status of the layer.	All
LyrVPFrzn	Short	2	The CAD frozen status of the layer's viewport. Frozen layers are not displayed.	All
LyrHandle	String	16	The CAD-maintained internal identifier for a layer.	All
Color	Short	2	The display color of the entity.	All
EntColor	Short	2	The assigned color of the entity.	All
LyrColor	Short	2	The color of the layer in which the entity resides.	All

BlkColor	Short	2	The color of the block with which the entity is associated.	All
Linetype	String	255	The display line type of the entity.	All
EntLinetype	String	255	The assigned line type of the entity.	All
LyrLinetype	String	255	The line type of the layer in which the entity resides.	All
BlkLinetype	String	255	The line type of the block with which the entity is associated.	All
Elevation	Double	8	The z-coordinate value of an entity. In cases where the z-coordinate values of an entity's vertices vary, the z-coordinate value of the vertex encountered will be used.	All
Thickness	Double	8	The extrusion distance of an entity.	All
LineWt	Short	2	The display line weight of an entity.	All
EntLineWt	Short	2	The assigned line weight of an entity.	All
LyrLineWt	Short	2	The line weight of the layer in which the entity resides.	All
BlkLineWt	Short	2	The line weight of the block with which the entity is associated.	All
RefName	String	255	Name of the parent object in which the entity resides.	All
LTScale	Double	8	The scale of the entity's line type.	All
Angle	Double	8	The rotation angle of an entity (in degrees).	Annotation/Point
ExtX	Double	8	X-coordinate extrusion value.	All
ExtY	Double	8	Y-coordinate extrusion value.	All
ExtZ	Double	8	Z-coordinate extrusion value.	All
DocName	String	255	Name of the CAD file.	All
DocPath	String	4096	Path of the CAD file.	All
DocType	String	255	Type of CAD file (by extension).	All
DocVer	String	16	Version of CAD file.	All
ScaleX	Double	8	X-coordinate scale value.	Annotation/Point
ScaleY	Double	8	Y-coordinate scale value.	Annotation/Point
ScaleZ	Double	8	Z-coordinate scale value.	Annotation/Point

<Attribute Tag>	Double	8	An object that is part of an insert that stores alphanumeric data.	All
<Attribute Tag>	Long	4	An object that is part of an insert that stores alphanumeric data.	All
<Attribute Tag>	String	15	An object that is part of an insert that stores alphanumeric data.	All
Style	String	255	Text style.	Annotation
FontId	Short	2	Text symbol ID number (specific to ArcGIS).	Annotation
Text	String	255	Text string.	Annotation
Height	Double	8	Text height.	Annotation
TxtWidth	Double	8	CAD text entity width factor.	Annotation
TxtOblique	Double	8	CAD text entity oblique angler.	Annotation
TxtGenType	String	32	CAD text generation type.	Annotation
TxtJust	String	32	CAD text entity justification parameter.	Annotation
VertAlign	String	32	CAD text entity vertical alignment parameter.	Annotation
TxtFont	String	255	CAD text entity font.	Annotation
TxtBoxHt	Double	8	CAD text entity bounding box height.	Annotation
TxtBoxWd	Double	8	CAD text entity bounding box width.	Annotation
TxtRefWd	Double	8	CAD multiline text width factor.	Annotation
TxtAttach	Short	2	CAD multiline text attachment parameter.	Annotation
TxtDir	Short	2	CAD multiline text direction parameter.	Annotation
LnSpace	Short	2	CAD multiline text spacing type.	Annotation
SpaceFact	Double	8	CAD multiline text spacing factor.	Annotation
TxtMemo	String	2048	Entire CAD text string.	Annotation

City Council / Public Works Authority**7. J.****Meeting Date:** 03/25/2024**Submitted For:** Madeline Sawyer, City Attorney, City Attorney's Office
Email: Madeline.Sawyer@edmondok.gov , Phone: 405-359-4350**Submitted By:** Madeline Sawyer, City Attorney, City Attorney's Office**Ward:** Citywide**City Council Strategic Plan:** N/A

Item

Consideration of Approval of Purchase for Retainer Replenishment for Legal Professional Service Provider Hornbeek Vitali & Braun, PLLC for As Needed Miscellaneous Legal Services for the Legal Services Department; \$100,000.00. (Citywide)

Background

The City uses outside counsel for various issues. Approval is needed to encumber budgeted funds in the Legal Services/Consulting & Professional Services budget (652061-8319). The purpose of this request is to encumber funds and allow timely payment of anticipated invoices for services to be rendered and retainer invoices regarding impending legal matters.

Funds availability verified by Purchasing

Time Frame

Upon Approval.

Issue

Purchase of Retainer Replenishment for Legal Professional Service Provider Hornbeek Vitali & Braun, PLLC for As Needed Miscellaneous Legal Services for the Legal Services Department.

Recommendations

Staff Recommends Approval.

Action Needed

Motion to Approve.

Public Notification

Posted Agenda.

Fiscal Impact**Amount:** \$100,000.00**Account:** 652061-8319 Legal Services-Consulting & Professional Services**Additional Information :**

Budget authority approved in Fiscal Year 2023-24 Annual Budget.

City Council / Public Works Authority**7. K.****Meeting Date:** 03/25/2024**Submitted For:** Brenda Mayer, Purchasing Manager, Purchasing
Email: Brenda.Mayer@edmondok.gov , Phone: 405-359-4533**Submitted By:** Nathan Watson, Purchasing Analyst, Purchasing**Ward:** Citywide**City Council Strategic Plan:** N/A

Item

Consideration of Approval of Bid Disposition by the Purchasing Agent for Vegetation Control for City Owned Properties (Including Renewal Options); \$75,000.00 Annual Estimate. (Citywide)

Background

This item involves the approval of services for departments / funds under the Public Works Authority (PWA) and the City Council. As such, the item is under both the PWA and City Council portions of the agenda for approval.

Bids were solicited and received for the following annual Service/Supply contract: Vegetation Control Services for City owned properties. Bid packages were picked up by eleven (11) prospective vendors; five (5) bids were submitted. Staff recommends accepting the bid (s) as shown below. Contractors will be paid based on the fixed price bid per property per spraying.

Parks Department Packages 1-6: Sparky's Lawn Care
Police Department Package: Sparky's Lawn Care
Facility Maintenance Department Package: Myers Landscape Management
Fire Department Package: Myers Landscape Management
Water Resources Package: Myers Landscape Management

Additional procurement information, such as announcements, specifications, and responses, may be found by visiting <https://edmondok.ionwave.net/Login.aspx>, selecting Closed Bids, and choosing Bid Number B24-028 or by contacting the Purchasing Department.

Time Frame

Effective date of award March 26, 2024

Issue

Authorizing Contract for Vegetation Control Services

Recommendations

Staff Recommends Approval

Action Needed

Motion to Approve

Public Notification

Posted Agenda. The bid opportunity was issued on February 7, 2024, and closed on February 15, 2024.
Bid Tabulation is available upon request.

Fiscal Impact

Amount: \$75,000 Annual Estimate

Account: Multiple

Additional Information :

001163-8361 Streetscape/Median Maint – Contract Svs

001015-8361 Cemetery – Contract Svs

001062-8361 Parks Maintenance – Contract Svs

001065-8361 Pelican Bay – Contract Svs

116044-8361 Park Tax – Contract Svs

122041-8361 Police – Contract Svs

122045-8361 Animal Services – Contract Svs

652057-8361 Facility Maintenance - Contract Svs

121005-8361 Fire – Contract Svs

563332-8361 Water Treatment Plant – Contract Svs

565352-8361 Wastewater Treatment Plant – Contract Svs

City Council / Public Works Authority**7. L.****Meeting Date:** 03/25/2024**Submitted For:** Andrew Conyers, Assistant City Manager of Administration, City Manager's Office

Email: Andy.Conyers@edmondok.gov , Phone: 405-359-4500

Submitted By: Phil Jones, Sustainability Planner, Planning/Zoning**Ward:** Citywide**City Council Strategic Plan:** Strategic Initiative 3 - Community Development

Item

Consideration of Approval of Contract for the Acquisition of Five Dual Level II Charging Stations through a Reimbursable Grant; \$70,000.00. (Citywide)

Background

This grant application was approved by Resolution 36-23 on September 25th, 2023. On February 29th, 2024, the City received a grant award through the Association of Central Oklahoma Governments (ACOG) for \$47,084. The total cost of the stations is \$58,855 and the City will be reimbursed \$47,084 when the stations are installed. The City will pay 20% of the cost of the stations, totaling \$11,771. In addition to those costs are estimated incidental costs for protective bollards, signs, and striping, totaling approximately \$11,000. The total amount being requested is \$70,000 to cover station installation, a 5-year maintenance plan, a 3-year cloud plan, and incidental costs. These will be installed at the new City parking garage and the YMCA on I-35. All invoices for reimbursement must be received by ACOG no later than March 1, 2026.

This item has been reviewed by the City Attorney's Office as to form and legality.

Time Frame

These stations are to be installed at the new City parking garage and the new YMCA on I-35. Installation will depend on when these projects are near completion.

Issue

Approval of the attached contract between ACOG and the City is necessary to secure the funding. In Fiscal Year 24/25 (July 2024 - June 2025), the 5 EV stations and accessories will be purchased.

Recommendations

Staff recommends approval.

Action Needed

Motion to approve contract and funding for 5 EV charging stations, and incidental costs.

Public Notifications

Posted Agenda.

Fiscal Impact

Amount: \$70,000

Account: 331001 – 8404 (General Fund CIP – Land Betterments)

Additional Information :

The 5 EV stations and accessories will be purchased in Fiscal Year 24/25.

Attachments

ACOG Public Fleet Grant Contract

PUBLIC FLEET CONVERSION GRANT CONTRACT
BETWEEN THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS
AND
THE CITY OF EDMOND
(CFDA 20.205)

This Grant Contract, by and between the Association of Central Oklahoma Governments, hereinafter referred to as "ACOG" and City of Edmond., hereinafter referred to as the "Grantee," is for the provision of reimbursement of certain costs incurred for the purchase of five (5) dual Level 2 electric vehicle charging stations as further defined in the "SCOPE OF SERVICES."

Amount of Grant not to exceed: forty seven thousand and eighty four dollars (\$47,084).

Grantee Federal Employer Identification: 73-6005189

A. SCOPE OF SERVICES

A.1. The Grantee shall provide all services and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Grant Contract.

A.2. The intention of ACOG in awarding these grant funds is to seed the advancement of alternative fuel vehicles, certain hybrid vehicles, and alternative fuel infrastructure as delineated by the Federal Highway Administration's Congestion Mitigation Air Quality (CMAQ) and Carbon Reduction Program (CRP) funding guidelines within the Central Oklahoma region to reduce vehicle emissions and to support the Clean Air Act and its amendments. The State of Oklahoma considers ACOG a subrecipient of the federal funds it receives as reimbursement under this agreement. The Catalog of Federal Domestic Assistance (CFDA) number for this project is 20.205, title Highway Planning and Construction.

A.2.a. Grantee agrees that all equipment, parts, vehicles purchased with ACOG Public Fleet Conversion Grants funds, hereinafter referred to as "ACOG CLEAN AIR Public Fleet Grants," will be new and unused.

A.2.b. Funds are intended to defray costs related to the purchase five (5) dual Level 2 electric vehicle charging stations.

A.2.c. Except for circumstances described in Section D.8., Grantee agrees that any and all liability of any kind stemming from the purchase and use of these vehicles, or equipment, remains with and will be the sole responsibility of the Grantee.

A.2.d. Grantee shall be solely responsible for all ongoing maintenance of the vehicle(s) or equipment.

A.2.e. Grantee will prominently and visibly mark all ACOG CLEAN AIR Public Fleet Grants-funded vehicles, fueling or charging station(s) in such a way that promotes alternative fuels or clean fuel vehicle technology, and clean air. Acceptable station signage shall include station banners, flags, marquees, pump toppers and pump wraps or other prominent pump signage. Acceptable vehicle

signage shall include vehicle wraps or partial wraps, prominent slogans affixed to the vehicles, and the like. This signage shall remain affixed to fuel dispensers, and vehicles until the grant-funded equipment and/or vehicles are retired from Grantee's fleet service.

A.2.f. Grantee will visibly and distinctly label all ACOG CLEAN AIR Public Fleet Grants-funded vehicles with the following: "Funded in partnership with ACOG" or "Funded in Partnership with (ACOG logo)."

A.2.g. Grantee will visibly and distinctly label all ACOG CLEAN AIR Public Fleet Grants-funded *infrastructure* project with the following: CLEAN AIR Fueling Project funded in partnership with the Association of Central Oklahoma Governments or CLEAN AIR Fueling Facility funded in partnership with the Association of Central Oklahoma Governments.

A.3. **Progress Reports:** Grantee shall provide to ACOG quarterly progress reports once the contract has been executed and a notice to proceed is issued. The quarterly reports should consist of a short summary of the status of the project and any issues that may have come up.

A.3.a. Project Completion: Once the project is operational/complete the grantee will provide ACOG notification that the project is operational/complete to ensure the tracking of annual reporting. Any missing quarterly reports or the notification that the project is operational/complete will delay the process of reimbursement.

A.4. **Annual Reports:** Grantee shall provide to ACOG a minimum of four (4) annual reports covering 12 full months of project operation. These reports are due each year after the project is complete and additional reporting should occur each year after on this date. The maximum number of required annual reports period shall not exceed five (5) years. Missing or late annual reports will delay the process of reimbursement.

A.4.a. Annual Reports for vehicle projects shall include annual odometer readings, annual fuel/electricity consumption records, any maintenance or repair records and costs other than normal, routine vehicle maintenance associated with each vehicle purchased with ACOG CLEAN AIR Public Fleet Grants funds.

A.4. b. Annual reports for fueling/charging infrastructure projects shall include the amount of fuel(s) or electricity dispensed at the station(s), the number of grantee owned vehicles refueling/charging at the station(s), maintenance and repair records and written documentation of all other cost associated with the station equipment and installation purchase with ACOG CLEAN AIR Public Fleet Grants funds.

B. GRANT CONTRACT TERMS

B.1. ACOG shall have no obligation for costs incurred by the Grantee outside the period commencing the date of the notice to proceed.

B.2. Reporting requirements as described in Sections A.4.,A.4.a A.4.b. of this Grant Contract shall be effective for the period commencing from the date of the notification to proceed from ACOG and ending no later than five years after project completion, herein after to as Part II of Contract terms.

C. PAYMENT TERMS AND CONDITIONS

C.1. **Limitation of Liability:** In no event shall the maximum liability of ACOG under this Grant Contract exceed; forty seven thousand and eighty four dollars (\$47,084).

C.2. **Payment Methodology:** The Grantee shall be reimbursed for Allowable Costs related to the purchase of five (5) dual Level 2 electric vehicle charging stations as described in Section A.2.b., not to exceed the maximum liability established in Section C.1.

C.2.a. Allowable Costs are further defined as excluding any expenses such as personnel cost, land acquisition costs, administrative and legal expenses, appraisals, architectural and engineering fees, project inspection fees, site work, demolition and removal.

C.2.b. The grantee shall submit invoices accompanied by a bill of sale, retail sales order or other documentation as further described in Sections C.3.a through C.3.d, within 30 days of project completion.

C.3. **Invoice Requirements:** Grantee shall invoice ACOG with all necessary and supporting documentation, to:

ACOG

Attention: David Frick, Air Quality and Clean Cities Planner II

4205 North Lincoln Blvd.

Oklahoma City, Oklahoma 73105

Telephone: 405-234-2264

Email: DFrick@acogok.org

C.3.a. Each invoice shall clearly and accurately detail the following required information:

- (1) Invoice/Reference Number (assigned by the Grantee);
- (2) Invoice Date;
- (3) Grant Contract Number (assigned by ACOG to this Grant Contract);
- (4) Grantee Name;
- (5) Grantee Federal Employer Identification Number (as referenced in this Grant Contract) & CFDA 20.205
- (6) Grantee Remittance Address;
- (7) Grantee Contact (name, phone, and/or email for the individual to contact with invoice questions);
- (8) Complete Itemization of Reimbursement Requested which shall include Documentation of Paid Expenses and shall include each of the following:

An Itemized Bill of Sale or sales order for each vehicle purchased, including VIN number.

An Itemized Bill of Sale or sales order for each vehicle conversion, upfit, and/or engine repower to include separate line itemizations for the following:

1. Labor costs
2. Cost of each alternative fuel system equipment package (exclusive of fuel tanks)

3. Itemized Bill of Sale or sales order for all fueling infrastructure storage and dispensing equipment
 4. Total Reimbursement Amount Requested
- C.3.b. Each invoice shall be accompanied by a copy of the EPA emissions certification for each conversion, upfit, and/or engine repower unless the engine is EPA certified.
- C.3.c. Each invoice shall be accompanied by proof of removal from fleet and/or scrappage of vehicle(s), as applicable. Documentation for the vehicle listed in the contract for removal will include the VIN number of any/all vehicles scrapped.
- C.3.d. Each invoice shall be accompanied by a digital photo file(s) of the project displaying required labeling and signage promoting alternative fuels or clean fuel vehicle technology, and clean air.
- C.4. The Grantee understands and agrees that an invoice to ACOG under this Grant Contract shall include only reimbursement requests for actual expenditures as described in Section A.2.b. and Sections C.2., C.2.a., C.2.b. of this Grant Contract subject to the liability limits of the Grant Award as described in Section C.1.
- C.4.a. All invoices for **reimbursement must be received by ACOG no later than March 1, 2026** to include only expenses incurred during the period delineated as Part I of Contract Terms.
- C.4.b. The Grantee's failure to provide an invoice to ACOG by March 1, 2026 as required, shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and any and all financial and legal liabilities related to the awarded project shall be upon the Grantee and not the responsibility or liability of ACOG.
- C.4.c. All invoices for reimbursement for costs incurred through June 30, 2024 for projects meeting all grant requirements at that time must be received by ACOG no later than July 15, 2024. The same applies to any subsequent fiscal years.
- C.5. **Payment of Invoice:** ACOG shall, within 90 days of receipt of invoice for eligible expenses relating to the purchase of vehicles, equipment, materials, labor and installation, review and process invoice as well as request reimbursement from ODOT for grantee's expenditures. Once ODOT has provided reimbursement for grantee's expenditures ACOG will issue payment to grantee.
- C.6. **Unallowable Costs:** The Grantee's invoice shall be subject to reduction for amounts included in any invoice which are determined by ACOG, on the basis of the terms of this Grant Contract and stated intent of the Grant Award, not to constitute allowable costs.

D. STANDARD TERMS AND CONDITIONS

- D.1. **Required Approvals:** ACOG is not bound by this Grant Contract until it is approved by the appropriate government entity legal signatory in accordance with applicable laws and regulations.
- D.2. **Notice to Proceed:** Reimbursable costs cannot be incurred until Grant Contract is executed and a letter of Notice to Proceed is issued to Grantee.
- D.3. **Modification and Amendment:** This Grant Contract may be modified only by a written amendment executed by all parties hereto and approved by ACOG.

- D.4. **Termination for Cause:** If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, ACOG shall have the right to terminate the Grant Contract and withhold any and all award funds for reimbursement regardless of any financial liability for equipment or services incurred by the Grantee. Notwithstanding the above, the Grantee shall not be relieved of liability to ACOG for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. **Records:** The Grantee shall maintain documentation for all purchases and installations under this Contract. The books, records, and documents of the Grantee, insofar as they relate to money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final report and shall be subject to audit at any reasonable time and upon reasonable notice by ACOG, the Oklahoma Department of Transportation and/or Federal Highway Administration, the Oklahoma State Auditor and Inspector, or their duly appointed representatives.
- D.6. **Progress Reports:** The Grantee shall submit brief, quarterly progress reports, as described in Section A.3., to ACOG in addition to annual reports as described in Sections A.4 through A.4.b.
- D.7. **ACOG Liability:** ACOG shall have no liability except as specifically provided in this Grant Contract.
- D.8. **Force Majeure:** The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, epidemics or any other similar cause.
- D.9. **State and Federal Compliance:** The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.10. **Governing Law:** This Grant Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma.
- D.11. **Completeness:** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and discussions between the parties relating hereto, whether written or oral.
- D.12. **Severability:** If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

E. SPECIAL TERMS AND CONDITIONS

- E.1. **Conflicting Terms and Conditions:** Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.
- E.2. **Communications and Contacts:** All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first-class mail, return receipt requested and postage prepaid, by overnight

courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

ACOG:

David Frick, Air Quality and Clean Cities Planner II
4205 North Lincoln Blvd.
Oklahoma City, Oklahoma 73105
Telephone: 405-234-2264
Email: DFrick@acogok.org

Grantee:

Phil Jones, Sustainability Planner, ADA Coordinator
The City of Edmond Planning Department
P.O. Box 2970
Edmond, Ok 73083
Phone (405)-359-4518
Phil.Jones@edmondok.gov

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. **Hold Harmless:** To the extent that Oklahoma law permits, the Grantee agrees to hold harmless ACOG as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Grantee, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. The Grantee further agrees it shall be liable for the reasonable cost of attorneys for ACOG in the event such service is necessitated to enforce the terms of this Grant Contract or otherwise enforce the obligations of the Grantee to ACOG.

Likewise, ACOG agrees to hold harmless Grantee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of ACOG, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. ACOG further agrees it shall be liable for the reasonable cost of attorneys for Grantee in the event such service is necessitated to enforce the terms of this Grant Contract or otherwise enforce the obligations of ACOG to Grantee.

In the event of any such suit or claim, the Grantee shall give ACOG immediate notice thereof and shall provide all assistance required by ACOG in ACOG's defense. ACOG shall give the Grantee written notice of any such claim or suit, and the Grantee shall have full right and obligation to conduct the Grantee's own defense thereof. Nothing contained herein shall be deemed to accord to the Grantee, through its attorney(s), the right to represent ACOG in any legal matter.

IN WITNESS WHEREOF:

Grantee Legal Entity Name

Signature of Authorized Official

Date

Printed Name and Title of Authorized Official

Mark W. Sweeney, AICP, Executive Director
Association of Central Oklahoma Governments

Date

City Council / Public Works Authority**7. M.****Meeting Date:** 03/25/2024**Submitted For:** Brenda Mayer, Purchasing Manager, Purchasing
Email: Brenda.Mayer@edmondok.gov , Phone: 405-359-4533**Submitted By:** Nathan Watson, Purchasing Analyst, Purchasing**Ward:** Citywide**City Council Strategic Plan:** N/A

Item

Consideration of Approval of Bid Disposition by the Purchasing Agent for On-Call Lighting Repair Services (Including Renewal Options) from Phoenix Electrical; \$50,000.00 Annual Estimate. (Citywide)

Background

Bids were solicited and received for the following annual Service/Supply contract: On-Call Lighting Repair Services for Parks & Recreation. The lowest and best bid meeting specifications has been awarded to Phoenix Electrical. Bid packages were picked up by five (5) prospective vendors; one (1) bid was submitted. Additional procurement information, such as announcements, specifications, and responses, may be found by visiting <https://edmondok.ionwave.net/>, selecting Closed Bids, and choosing Bid Number B24-026 or by contacting the Purchasing Department.

Time Frame

Effective date of award March 26, 2024

Issue

Authorizing Contract for On-Call Lighting Repair Services

Recommendations

Staff recommends approval.

Action Needed

Motion to Approve.

Public Notification

Posted Agenda. The bid opportunity was issued on January 30, 2024 and closed on February 13, 2024.

Fiscal Impact**Amount:** \$50,000 annual estimate**Account:** 001062-8361 Park Maintenance - Contract Services**Additional Information :**

Attachments

Bid Tab

Event Number	B24-026	Organization	City of Edmond
Event Title	On-Call Lighting Repair Services	Workgroup	EdmondOK
Event Description		Event Owner	Nathan Watson
Event Type	Sealed Bid	Email	nathan.watson@edmondok.gov
Issue Date	1/30/2024 09:15:02 AM (CT)	Phone	(405) 359.4529
Close Date	2/13/2024 02:00:00 PM (CT)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
phoenix electrical	Oklahoma City	OK	2/2/2024 03:07:49 PM (CT)	5	\$680.15

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

City Council / Public Works Authority**7. N. 1.****Meeting Date:** 03/25/2024**Submitted For:** Brad Raney, Director, Parks

Email: Brad.Raney@edmondok.gov , Phone: 405-216-7637

Submitted By: Cheryl Tettleton, Administrative Specialist, Parks**Ward:** 1**City Council Strategic Plan:** Strategic Initiative 2 - Quality of Life

Item

Consideration of Acceptance of a Proposal from Sunbelt Pools for Maintenance and Repair Services at Pelican Bay Aquatic Center; Estimated Cost of \$50,000.00. (Ward 1)

Background

The Pelican Bay Aquatic Center (PBAC) has been serving the Edmond community since 2001. Along with a leisure pool, there are water slides, a current channel, vortex pool, spray playground and other amenities. Issues in recent years have emphasized the need to provide consistent and timely maintenance. Maintenance of an aquatic center such as PBAC requires a specialized skill set. RFP24-015 was issued to find such a provider. There were two responses to the proposal request, but only one had all the qualifications needed to support the center's maintenance needs.

Sunbelt Pools has decades of experience in the construction and servicing of commercial aquatic facilities. They have previously provided diagnostic and repair services at Pelican Bay, so they are already knowledgeable about the equipment, piping, and pool structure of the facility. Some of the services Sunbelt Pools may provide include (but are not limited to) diagnosis/replacement/repair of the pumps, motors, pipes, and fixtures; leak detection on underground pipes; repairs to pool tile, liner, and deck; routine maintenance and service; winterizing/de-winterizing the pool and all components; and testing/adjustments to sanitizing components, pump filters, and circulation equipment. Services will be provided on an "On Call Basis".

The initial contract term is immediately upon approval until December 31, 2024, with the option to renew annually for four years. Pricing will be reviewed at the beginning of each renewal period. The fee schedule is:

Normal business and Regular Hourly Rates

- \$65.00/hour per individual for skilled labor (portal to portal)
- \$135.00/hour per individual for mechanical technicians

Emergency Response

- \$97.50/hour per individual for skilled labor
- \$165.00/hour per individual for mechanical technicians

Project Manager Consultation

- \$185.00/hour for Project Manager

Percent Markup for Permits, Rental, Materials, and Subcontractor Rates

- 20% for permits
- 20% for rental equipment
- 20% for subcontractor
- 25% for materials

Time Frame

If approved, the contract will go into effect immediately.

This item has been reviewed by the City Attorney's Office as to form and legality.

Issue

Pelican Bay Aquatic Center requires access to timely and specialized maintenance services to keep the facility operational and to prevent maintenance items from growing into larger and more costly issues.

Recommendations

Staff recommends approval.

Action Needed

Motion to Approve.

Public Notifications

Posted Agenda.

Fiscal Impact

Amount: \$50,000.00 estimated

Account: 001065-8361 Pelican Bay-Contract Services

Additional Information :

Services will be provided as needed ("on call") and will be funded from Pelican Bay-Contract Services.

Attachments

Sunbelt Pools proposal

RFP24-015



Aquatic Center and Swimming Pool Maintenance and Repair RFP24-015

8.11 Contractor Qualifications

8.11.1

- Companies shall have a minimum of 5 years of experience in the commercial aquatic center and/or pool industry.

Sunbelt Pools meets this requirement.

8.11.2

- Companies shall have experience working on at least 5 aquatic centers and/or pools of similar size, design, cost, and function.

Sunbelt Pools meets this requirement.

8.11.3

- Companies must be familiar with Federal, State, and local laws and regulations.

Sunbelt Pools meets this requirement.

8.11.4

- Companies shall have all necessary certifications.

Sunbelt Pools meets this requirement.

8.11.5

- Companies shall always employ one staff member who is currently certified by the National Recreation and Parks Association (NRPA) as an Aquatic Facility Operator and certified by the Pool and Hot Tube Alliance (PHTA) as a Certified Pool Operator (CPO).

Sunbelt Pools meets this requirement.

Guy Mayo is a AFO Instructor and CPO Instructor
Jason Avara is a AFO Instructor
Jason Malchow is AFO Certified

8.21 Proposer's Background

8.21.1

- Provide a history of your firm, including its ownership structure.

See Credit and Business Information Attachment



8.21.2

- Comment on your firm's credit quality and overall financial strength.

See Credit and Business Information attachment along with Bondability Letter
Sunbelt Pools is financially strong with an excellent credit history. Since Sunbelt Pools is also a pool contractor / renovation company we must be able to process and pay invoices inside net30 terms even though Sunbelt Pools may not collect on pay applications for 45-60 days.

8.21.3

- Identify and describe any current litigation or investigation by a regulatory authority or contingent liabilities that your firm, its officers or principals have been involved in within the last three years.

NONE

8.21.4

- Identify the people that will be involved, including anticipated subcontractors, and state their titles and level of related experience. If unable to identify at this time, include the makeup of the proposed team with regard to the same.

Guy Mayo - General Manager, OK / Project Manager
17+ years of experience in commercial water quality, filtration, sanitation, piping, chemical systems, hydraulics, pool construction, pool renovation, troubleshooting.

Jason Malchow - Field Service Representative
4 years of experience in commercial pool troubleshooting and equipment servicing. Specializing in Pulsar Cal-Hypo Systems and BECS Chemical Controls

Jason Avara - Technical Sales Representative
4 years of experience in commercial water quality, filtration, sanitation, piping, chemical systems, hydraulics, pool renovation, troubleshooting.

Bob Word - Construction Superintendent
25+ years of experience commercial pool construction and renovation

8.21.5

- Provide information regarding previous efforts of similar scope. Provide a list of at least three (3) previous contracts including username, contact, phone number, and e-mail address.

City of Mustang, OK
Heather Huff
405-370-4587
hhuff@cityofmustang.org

City of Norman, OK
Josh Holman
405-432-3303
Josh.holman@normanok.gov

405-778-4003

www.sunbeltpoolsok.com guym@sunbeltpools.com



Greater Oklahoma City YMCA's

Scott Mitchell

405-204-6929

Smitchell@ymcaokc.org

City of Edmond, OK

Zach Paty

405-434-8783

Zach.Paty@edmondok.gov

Norman Family YMCA

George Sylvester

405-826-9879

sylvester@ymcanorman.org

Mercy Fitness Center

Alyssa Crow

405-757-3300

Alyssa.Crow@Mercy.Net

8.21.6

- Clearly outline your firm's approach to accomplishing the project as specified.

Sunbelt Pools has a fast knowledge of the equipment, piping, and pool structure of PBAC. This knowledge will provide fast cost-effective solutions. Responding to the City's request is not difficult for Sunbelt as Edmond is the location for our Oklahoma office and the two primary individuals that work with City staff are residents of this community.

Our warehouse is fully stocked with multiple sizes of Sch. 80 pipe, BECSys chemical controller parts, Pulsar Cal-Hypo feeder parts, stainless steel hardware, etc... This makes servicing and repairs very efficient.

Guy Mayo will be the lead on the PBAC account and will be directing Sunbelt staff as needed.

Jason Malchow will be performing many of the service requests.

405-778-4003

www.sunbeltpoolsok.com

guym@sunbeltpools.com



8.22 Fee Schedule

8.22.1 Normal Business and Regular Hourly Rates per section 8.4

- \$65.00 PER HOUR per man for skilled labor (portal to portal)
- \$135.00 PER HOUR per man for mechanical technicians

8.22.2 Emergency Response per section 8.4

- \$97.5.00 PER HOUR per man for skilled labor (portal to portal)
- \$165.00 PER HOUR per man for mechanical technicians

8.22.3 Project Manager Consultation

- \$185.00 PER HOUR for Project Manager

8.22.4 Permits, Rental, Material, and Subcontractor Rates

- 20% for permits
- 20% for rental equipment
- 20% for subcontractor
- 25% for materials

Aquatic Center and Swimming Pool Maintenance and Repair

RFP24-015

The Request for Proposal is part of a competitive procurement process which will facilitate a fair opportunity for qualified firms to offer their plans and services for consideration. The process of competitive negotiation being used should not be confused with competitive sealed bidding where goods and services can be precisely described and price is generally the determination factor. The competitive Request For Proposal will provide the City the flexibility to negotiate with firms to arrive at a mutually agreeable relationship, where price alone is not the major determination factor; however, price will be a priority factor.

Purpose: The City of Edmond is seeking proposals highly experienced and qualified aquatic center and/or swimming pool maintenance companies to provide operational guidance, diagnostics, and maintenance services to Pelican Bay Aquatic Center (PBAC). It is anticipated that services would be needed year around, with both in-season and off-season work being performed. This is a great opportunity to improve efficiency and create a new great working relationship that will help showcase PBAC.

1. Award:

- 1.1 The City reserves the right to award this contract, not necessarily to the firm with the lowest cost, but to the firm that best meets the requirements and needs of the City as determined by the city.
- 1.2 Upon submission of the responses to this RFP, the City will evaluate the responses of the firms. Interviews with the finalists may be conducted by the City. The final evaluation and selection of a firm will be made by the City of Edmond and submitted to the Edmond City Council for approval.

2 RFP Responses: All responses shall be electronically submitted via the city's online bidding system no later than the closing date and time at the following link:

<https://edmondok.ionwave.net/Login.aspx>

- 2.1 All proposals must be submitted electronically via the City of Edmond's online bidding system before the FINAL CLOSING DATE AND HOUR as shown on this RFP. Proposals submitted AFTER the time set for receipt of proposals WILL NOT BE CONSIDERED.
- 2.2 **Proposals are to be electronically submitted via the City's online bidding system. Facsimile, e-mail or hard copy proposals will not be accepted. Only proposals electronically submitted via the City's online bidding system are acceptable. The Non-Collusion form is required and should be completed and uploaded with your response.**
- 2.3 The proposal shall be in the specific format prescribed herein. Proposals should not contain promotional or display materials, and all material shall pertain to the requirements. Proposals shall be straightforward, providing a concise description of the proposer's ability to meet the requirements of this RFP. Emphasis should be on completeness and clarity of content. Submitted proposals are subject to release under the Oklahoma Open Records Act.
- 2.4 Failure to provide required data to allow for evaluation, failure to complete the RFP form(s) or failure to follow all directions within this RFP may be grounds for rejecting the RFP.

3 **All questions shall be submitted using the online bidding system "Questions" tab. The last day to submit questions is February 14, 2024.**

Responses to written questions will be made by way of addendum sent to all vendors who are registered with the City of Edmond as having received a Request For Proposals. Only replies by formal written addenda (amendments) shall be binding.

4 Insurance or Other Required Documents (if required):

4.1 Permits: The contractor shall procure all necessary permits, pay for same, and shall obtain all official licenses for the work necessary. The contractor shall be responsible for all violations of the law for any cause in connection with the work caused by the contractor.

4.2 Insurance: The Contractor will be responsible for all required or desired insurance of property owned or services provided by the Contractor.

4.2.1 Comprehensive General and/or Public Liability with a minimum of \$1,000,000.00 Bodily injury, and Property damage, combined single limit.

4.2.2 Automobile Insurance with a minimum \$1,000,000.00 per accident Bodily injury and Property damage, combined single limit

4.2.3 Worker's Compensation Insurance as prescribed by Oklahoma law.

5. Terms & Conditions:

5.1 Terms and conditions below will govern the submission and evaluation of proposals and the award. Bidders are requested to carefully review the following:

5.1.1 Award Status: The response to this RFP will be considered as a legal offer to contract. An acceptance of any proposal will be issued by the City of Edmond in accordance with the following paragraphs of this section and constitutes a legal and binding contract.

5.1.2 Contract Format/Requirements: The resulting City acceptance will incorporate this Request for Proposal. All additional agreement(s) and stipulations and the results of any final negotiations will be incorporated.

5.2 Contract Modification: All modifications and/or changes to the contract must be agreed to in writing by both parties and approved by the City prior to executing any change.

5.3 Contract Termination: The City may terminate any resulting contract for cause by providing a Show Cause Letter to the contractor citing the instances of noncompliance with the contract.

5.3.1 If the noncompliance is not cured within 30 days, the City may terminate the contract.

5.3.2 The City reserves the right to terminate the contract for convenience upon sixty (60) day written notice.

5.4 Conflict of Interest: In the event there is a potential or actual conflict of interest, the vendor(s) shall provide full disclosure to the City of Edmond. The City shall determine if the conflict, whether potential or actual, is material.

5.5 Contractor Liability: The contractor shall hold the City harmless and shall be liable in the event of injury to City personnel or damage or loss of their property caused by the contractor's equipment, personnel supplies or material furnished. The City will not be liable for loss or damage caused by fires, lightning, sprinkler leakage, earthquake, severe weather, smoke and smudge, aircraft or motor vehicle damage, strikes, riots and civil disturbance or collapse of building or structures, etc. The City and its personnel shall not be liable for any loss of or damage to contractor property unless due to their fault or negligence.

5.5.1 Liens: The successful contractor shall keep the City free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of services or materials by or to the contractor.

5.5.2 Indemnification: The successful contractor shall indemnify and hold the City harmless from all claims and related expenses arising out of the contractor's performance or failure of performance under the resulting contract.

5.6 Disclosure Of Proposal Content: All proposals become a matter of public record once opened. By submitting a proposal, a proposer specifically assumes any and all risks and liabilities associated with the information contained in the proposal and the release of that information. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. If the Proposer fails to identify proprietary information, he agrees that by submission of his proposal those sections shall be deemed non-proprietary and available upon public request.

5.7 Choice of Law and Venue: The resulting contract shall be construed under the laws of the State of Oklahoma and venue in any action and/or litigation commenced to enforce the contract shall be instituted in the appropriate courts in Oklahoma County, in the State of Oklahoma.

5.8 Federal, State and Local Laws and Regulations: The successful contractor will comply with all laws and regulations on taxes, licenses and permits.

6. RFP Status:

6.1. City of Edmond Rights:

6.1.1. The City of Edmond and its designees reserve the right to determine whether a proposal is responsive and has the ability and resources to perform the contract in full and comply with the specifications.

6.1.2. The City reserves the right to reject proposal which incorporates counter proposals and conditions in the form of vendor's pre-printed clauses.

6.1.3. The City reserves the right to accept or reject all or part of any proposal, waive informalities, minor irregularities or substitute items as desired if deemed in the best interest of the City, therefore selecting the optimum proposal or issue a new RFP.

6.1.4. The City reserves the right to reject proposals when procedures stated within are not followed.

6.1.5. Should the proposal include any work of a subcontract nature, the City reserves the right to approve or disapprove the engagement or use of the subcontractor as it relates to services provided to the City as described in this RFP.

6.2. Effective Period: Proposals submitted must remain in effect for a period of forty-five (45) days after the closing date. An award will be signed and issued within that time or at a negotiated later date.

6.3. Withdrawal of Proposals: Proposals may be withdrawn at any time prior to the closing date, however, the City reserves the right to withdraw vendor(s) from future proposals who have withdrawn a proposal after the closing date and prior to the effective period of RFP without the City's approval.

6.4. Changes: It shall be the proposers responsibility to bring to the attention of the City any discrepancies in, omissions from or errors in the documents, or enhancements which would be in the best interest of the City, or if they are in doubt as to the meaning of any part of this RFP.

- 6.5. Examinations: Before submitting a proposal, contractor shall thoroughly examine the RFP as well as location and otherwise be fully informed as to all existing conditions and limitations.
- 6.6. Modifications of RFP: Oral modifications will not be considered. Any bidder may modify their RFP in writing prior to date and time of RFP closing. Only modifications received in sealed envelopes with RFP number, closing date and project name clearly marked on outside will be accepted. Written confirmation must be received under the same signature as prior submitted RFP. All modifications are to be clearly numbered and dated as to determine the final one.
- 6.7. Sales Tax Exemption: All proposals must be submitted exclusive of Federal Excise Tax and Oklahoma State Tax. The City of Edmond is exempt from Federal Excise Tax and Oklahoma State Tax. When proof of a tax exemption status is required, a notation should be made on this RFP and an Exemption Letter shall be furnished.
- 6.8. Clarification: The City of Edmond reserves the right to request clarification of information submitted and to request additional information from any or all of the respondents.
- 7 Exceptions: If any exceptions are taken to any portion of the RFP, the Proposer must clearly indicate the exceptions taken and include a full explanation as a separate attachment to the Proposal. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Proposer of the RFP as proposed by the City of Edmond.
- 8 Specifications:
- 8.1 General: A destination point for the City of Edmond, PBAC has been serving the community and surrounding area since 2001. PBAC has a state-of-the-art 360,000g leisure pool, along with other amenities to provide an optimal experience. It includes two 150 ft water slides (1 open and 1 closed flume), a current channel, vortex pool, spray playground tower, zero depth entry, and a splash pad for plenty of ways to have fun in the water. The center also has cabana themed bathhouses and a large concession area at the Pelican Bay Cafe Snack Bar with covered seating. Throughout the center, seating is available in different styles to accommodate all types of users. The site has a rentable cabana pavilion for private parties. PBAC is a host to many organizations for their special events. In addition to regular open swim, the facility is busy on weekday mornings with swim lessons and other community engagement. With everything PBAC has to offer, the City of Edmond would like to work with an experienced company to ensure the facility can meet the community's needs.
- 8.2 Contract Term: The proposed effective date for the award will be approximately March 1, 2024, and the expiration date would be December 31, 2024, with the option to renew annually for four (4) years provided that the services and prices continue to be acceptable to both parties. Pricing will be reviewed at the beginning of each renewal period. These requirements will be on an "On Call Basis".
- 8.3 Scope of Services: The purpose of this RFP is to select a qualified company to provide diagnostics, maintenance, and repair services for the operation and upkeep of PBAC. The City of Edmond is looking to work with a company to improve the operations of PBAC and extend the life of the facility's amenities. Scope of services would include but not limited to the below:
- 8.3.1 Diagnostic work on the pumps and motors
 - 8.3.2 Repairing or replacing pumps and/or motors
 - 8.3.3 Repairing or replacing pipes and fixtures
 - 8.3.4 Leak detection services on underground pipes
 - 8.3.5 Pool tile repair
 - 8.3.6 Pool liner crack repair
 - 8.3.7 Pool deck repair
 - 8.3.8 Water slide maintenance

- 8.3.9 Routine maintenance on all service equipment
 - 8.3.10 Testing sanitizing components
 - 8.3.11 Clean pump filters
 - 8.3.12 Winterization of the pool and all components
 - 8.3.13 De-winterization of the pool and all components
 - 8.3.14 Adjusting circulation equipment
- 8.4 contractor's response time shall be directed in the following manner. Regular business hours are Monday-Friday 8:00am-5:00pm. Upon receipt of notification of work needed, successful contractor, for regular business hour response work, shall start the work within two weeks of the request, unless otherwise mutually agreed upon by both parties. If an emergency, the contractor shall respond within (4) four hours. the Successful contractor if an emergency condition or situation exists as determined by the designee, the contractor shall do what is necessary to correct the situation. Successful contractor will be expected to immediately commence work upon arrival at the job site.
- 8.5 The City shall provide the Contractor with a work order defining the scope of each project. The Contractor shall provide a written cost estimate, based on unit prices bid, within 48 hours for non-emergency repairs. If it is determined that costs are going to exceed the estimate the contractor shall notify the City in writing as soon as this is known.
- 8.6 It is the intent of the City to allow the contractor flexibility to reject any task or job the contractor/company believes they do not have the resources to handle, the successful contractor will provide immediate notice to the City.
- 8.7 Successful contractor shall furnish his own tools, materials, and supplies. However, in order to keep projects and task costs down, the City reserves the right to utilize existing inventory of materials and stock. The City also reserves the right to purchase materials and stock separately.
- 8.8 The successful contractor shall maintain and possess own place of business. The City may allow access to equipment manufacturer literature, drawings, as-builts, telephones, and use of some fixed assets. However, the contractor shall not remove any City owned equipment from City facilities.
- 8.9 Payment shall be made at the accepted rate for services performed. Successful contractor shall invoice monthly with a detailed invoice to include description of work type, date performed, hours per job, and any other pertinent data necessary to process invoice. The contractor is responsible for pulling and paying for permits required by the city. A report of work will not be required but will be accepted if the successful contractor desires to validate or provide more details surrounding the nature of work performed
- 8.10 The City reserves the right to bid any and all work separately of this contract dependent on the size and scope of work to be done at the City's discretion.
- 8.11 Contractor Qualifications: The goal is to find a qualified and experienced company and previous work experience will be a significant factor.
- 8.11.1 Companies shall have a minimum of 5 years of experience in the commercial aquatic center and/or pool industry A metal Ladder will be attached to the outside NW end of Box 1 (See Diagram)
 - 8.11.2 Companies shall have experience working on at least 5 aquatic centers and/or pools of similar size, design, cost, and function.
 - 8.11.3 Companies must be familiar with Federal, State, and local laws and regulations.

- 8.11.4 Companies shall have all necessary certifications.
- 8.11.5 Companies shall always employ one staff member who is currently certified by the National Recreation and Parks Association (NRPA) as an Aquatic Facility Operator and certified by the Pool and Hot Tube Alliance (PHTA) as a Certified Pool Operator (CPO).
- 8.12 Respondents should visit the Pelican Bay Aquatic Center (1034 S Bryant, Edmond, OK) and carefully examine the existing conditions and limitations thereof.
- 8.13 The work to be included in this proposal consists of the furnishing of all labor, materials, equipment, tools, and services, and includes all costs for permits and all costs whatsoever which may be required to provide maintenance/repair services as described in accordance with the intent or purpose of this Request for Proposal. All equipment utilized shall conform to all applicable codes and standards. All State of Oklahoma and City of Edmond code requirements shall be observed and adhered to.
- 8.14 The successful respondent shall use properly functioning equipment capable of performing the tasks required for successful and rapid completion. The contractor shall furnish workers who perform quality work and who are experienced and knowledgeable in projects of this nature and scope.
- 8.15 Respondent Requirements:
 - 8.15.1 The successful Respondent shall have demonstrated successful performance on projects of a similar nature to that requested by this RFP.
- 8.16 Proposals must comply with all federal, state, county, municipal and local laws.
- 8.17 All materials used shall be new, of current manufacture and be of the type generally accepted for the proposal use.
- 8.18 Where the respondent takes exception to the City's standards, terms or conditions, we require the respondent to identify the specific issues or areas the respondent wishes to amend or delete and suggest alternative wording, in writing.
- 8.19 It is anticipated that successful contractor's responsibilities will include but are not limited to the following:
 - 8.19.1 Advise estimated maintenance/repair time frames.
 - 8.19.2 Provide a minimum of three (3) copies of Operator and Maintenance Manuals if applicable.
 - 8.19.3 Warrant workmanship and materials to be free from defects for a minimum period of one (1) year from the date repair is accepted.
 - 8.19.4 Provide details of any extended warranties and/or the availability of other service contracts after initial warranty ends.
- 8.20 Submittal Requirements: Proposals should follow the same sequence as outlined for ease of evaluation, comparison and checking of compliance.
- 8.21 Proposer's Background:
 - 8.21.1 Provide a history of your firm, including its ownership structure.
 - 8.21.2 Comment on your firm's credit quality and overall financial strength.
 - 8.21.3 Identify and describe any current litigation or investigation by a regulatory authority or contingent liabilities that your firm, its officers or principals have been involved in within the last three years.
 - 8.21.4 Identify the people that will be involved, including anticipated subcontractors, and state their titles and level of related experience. If unable to identify at this time, include the makeup of the proposed team with regard to the same.

- 8.21.5 Provide information regarding previous efforts of similar scope. Provide a list of at least three (3) previous contracts include user name, contact, phone number, and e-mail address.
- 8.21.6 Clearly outline your firm's approach to accomplishing the project as specified.
- 8.22 Fee Schedule: Proposed fees should include but not be limited to:
 - 8.22.1 Regular Business Hours Response Work:
 - Hourly rate per individual for mechanical technician
 - Hourly rate per individual for skilled laborer
 - 8.22.2 Emergency Response Work:
 - Hourly rate per individual for machinal technician
 - Hourly rate per individual for skilled laborer
 - 8.22.3 Project Manager Consultation:
 - Hourly rate for Project Manager (certification holder)
 - 8.22.4 Rental and Material Rates:
 - Percent markup for material purchases and/or equipment rentals.
 - 8.22.5 Logistics:
 - Electrical, sewage, waste manamgent and water access will be available on site, provided by the City.
 - The hourly rate is per individual in the labeled category.
 - All work must be requested/authorized by the City designee.

City Council / Public Works Authority

7. N. 2.

Meeting Date: 03/25/2024

Submitted For: Brad Raney, Director, Parks

Email: Brad.Raney@edmondok.gov , Phone: 405-216-7637

Submitted By: Cheryl Tettleton, Administrative Specialist, Parks

Ward: 1

City Council Strategic Plan: Strategic Initiative 2 - Quality of Life

Item

Consideration of Approval of an Amendment to the Agreement with GH2 Architects for Additional Services Related to the Assessment and Concept Design for Renovation of the Pelican Bay Aquatic Center; \$5,500.00 Increase. (Ward 1)

Background

In December 2023, the City entered into an agreement with GH2 Architects to assess the current state of the Pelican Bay Aquatic Center and to provide concept design for renovation of the facility. The original contract stipulated the City would provide site survey information. However, to facilitate the process, it would be beneficial to the City for GH2 to generate the survey information. The amendment seeks to add boundary, topographic, and utility surveys for the original assessment area and for a portion of the existing parking lot and adjacent city property located at 1030 S. Bryant Ave. Survey of the parking lot and adjacent property will provide information needed for any expansion of the overall facility, particularly to increase available parking. Additional parking is needed no matter what level of repair or replacement is ultimately selected for the aquatic facility.

The original contract was \$28,500.00. The amendment would add \$3,740.00 to survey the original assessment area, plus \$1,760.00 for the additional area, for a new total of \$34,000.00.

This item has been reviewed by the City Attorney's Office as to form and legality.

Time Frame

If approved, the amendment will go into effect immediately.

Issue

To facilitate assessment and design, it is desired for GH2 Architects to perform boundary, topographic, and utility surveys of both the original assessment area and for a portion of the existing parking lot and adjacent city property.

Recommendations

Staff recommends approval.

Action Needed

Motion to Approve.

Public Notifications

Posted Agenda.

Fiscal Impact

Amount: \$5,500.00

Account: 116044-8401 Park Tax-Capitalized Consulting

Additional Information :

Services will be paid from the Park Tax - Capitalized Consulting budget.

Attachments

GH2 amended agreement

Survey areas map

Original GH2 agreement

March 5, 2024

Brad Raney
Director of Parks and Recreation
City of Edmond
2377 Marilyn Williams Drive
Edmond, OK 73003

RE: Pelican Bay Programming and Conceptual Assessment

Mr. Raney,

It is our pleasure to present this letter as our fee proposal to provide Professional Design services for a Programming and Conceptual Assessment for Pelican Bay Aquatic Center located at 1034 S. Bryant.

SCOPE OF PROJECT

The scope of the project includes professional design services to further assess existing pool and deck conditions, expanding on conclusions from the Structural Evaluations Report dated April 24, 2023. GH2 and our aquatics consultant will develop concepts for renovation and replacement of the existing outdoor lifestyle pool for design and cost comparison. A budget is undetermined at the time of this proposal.

SCOPE OF SERVICES

GH2 and our aquatics consultant will develop an aquatic program consisting of prioritized aquatic goals, objectives, intended activities and uses of the aquatic spaces and features. The following tasks will be performed:

- Further assess existing pool and deck conditions, expanding on conclusions from the Structural Evaluations Report dated April 24, 2023.
- Discuss and confirm aquatics goals, objectives, activities and uses.
- Discuss number of pools, pool zones and depths.
- Conduct aquatic programming presentation.
- Identify preliminary water activities and features.
- Develop aquatic program and capacities.
- Consult regarding adjacent space requirements.
- Develop two to three 2D aquatic concept plans.
- Develop comparative rough order of magnitude (ROM) aquatic construction budgets for each concept.

FEE PROPOSAL

Our stipulated sum fee proposal for the scope of work outlined above is twenty-eight thousand, five-hundred dollars (\$28,500.00).

Reimbursable expenses

- A. Additional mileage will be billed at the federal rate.
- B. Reimbursable expenses shall be the expenses incurred by the Architect plus ten percent (10%) of the expenses incurred.
- C. **Boundary, Topographic and Utility Survey, for owner's convenience.**
 - i. **Base survey area: \$3,740 (Includes 10% reimbursables markup)**
 - ii. **Alternate parking lot survey area: \$1,760 (Includes 10% reimbursables markup)**

Invoices will be prepared monthly based upon work completed.

PRELIMINARY PROJECT SCHEDULE

We will work closely with you to provide documents on a schedule that meets your requirements.

SPECIAL TERMS

- 1. GH2 shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the project site.

OWNER PROVIDED ITEMS

- 1. Geotechnical Engineering.
- 2. Provide existing drawings of facilities, if available.

We sincerely appreciate the opportunity to assist with this exciting project. We are prepared to begin work on your proposed schedule.

Sincerely,
GH2 ARCHITECTS, LLC



Sara Andrews, AIA
Associate Principal

Approved by: _____

cc:
Jeremy Carlisle
Daniel Smith

Date: _____

Attachments: Site Survey Map



SURVEY EXTENTS
(BASE)

SURVEY EXTENTS
(ADD ALTERNATE)



200 ft

Google Earth

Image Landsat / Copernicus

November 28, 2023

Brad Raney
Director of Parks and Recreation
City of Edmond
2377 Marilyn Williams Drive
Edmond, OK 73003

RE: Pelican Bay Programming and Conceptual Assessment

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We will work closely with you to provide documents on a schedule that meets your requirements.

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OWNER PROVIDED ITEMS

1. Site Survey.
2. Geotechnical Engineering.
3. Provide existing drawings of facilities, if available.

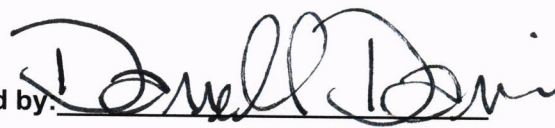
We sincerely appreciate the opportunity to assist with this exciting project. We are prepared to begin work on your proposed schedule.

Sincerely,
GH2 ARCHITECTS, LLC



Sara Andrews, AIA
Associate Principal

cc:
Jeremy Carlisle
Daniel Smith
Project File

Approved by: 

Date: December 11, 2023

City Council / Public Works Authority

8. B.

Meeting Date: 03/25/2024

Submitted For: Kathy Panas, Director, Finance

Email: Kathy.Panas@edmondok.gov , Phone: 405-359-4521

Submitted By: Ethan Davis, Treasury Analyst, Finance

Ward: Citywide

City Council Strategic Plan: N/A

Item

Consideration of the Acceptance of the Annual Comprehensive Financial Report and Single Audit for the Fiscal Year Ending June 30, 2023 by Andy Cromer of HSPG & Associates. (Citywide)

Background

The Finance Department completed its Annual Comprehensive Financial Report (ACFR) for FYE 6.30.23, which also finalized the external audit by HSPG & Associates. A copy of the ACFR is located on the City's Website at EdmondOK.gov.

Time Frame

N/A

Issue

Presentation of the ACFR and Single Audit results FYE 6.30.23 by the City's external firm of HSPG & Associates.

Recommendations

The Finance/Audit Committee reviewed the results at their regular meeting on February 21, 2024 and requested presentation to the full City Council.

Action Needed

No action needed.

Public Notification

Posted Agenda.

Attachments

HSPG Management Letter

HSPG Audit Letter

HSPG Single Audit Letter



January 30, 2024

The Honorable Mayor and Members of the City Council
City of Edmond, Oklahoma

In planning and performing our audit of the financial statements of the City of Edmond, Oklahoma (the City”) as of and for the year ended June 30, 2023, in accordance with auditing standards generally accepted in the United States of America, we considered the City’s internal control over financial reporting (internal control) as a basis for designing auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City’s internal control. Accordingly, we do not express an opinion on the effectiveness of the City’s internal control.

However, during our audit we became aware of deficiencies in internal control other than significant deficiencies and material weaknesses and matters that are opportunities for strengthening internal controls and operating efficiency. Our comments regarding these matters are discussed below. This letter does not affect our report dated January 30, 2024, on the financial statements of the City.

Internal Controls over Investments

Tracker, a stand-alone software package, is used by the City to assist with managing the City’s investments and related cash flows. Among other things, Tracker is intended to report all income generated from the City’s investments. However, during our audit, we noted that no formal procedures have been established to agree or reconcile the income reported in the general ledger accounts to the amounts generated by Tracker to ensure accuracy of the general ledger amounts. We recommend the City implement periodic reconciliations of the software packages to ensure amounts reported in the general ledger are accurate.

We will review the status of internal controls during our next audit engagement. We have already discussed these comments with various personnel, and we will be pleased to discuss them in further detail at your convenience.

This communication is intended solely for the information and use of management and members of the City Council, and is not intended to be, and should not be, used by anyone other than those specified parties.

Sincerely,

HSPG & Associates, P.C.

HSPG & ASSOCIATES, PC

5400 N Grand Blvd, Suite 330 • Oklahoma City, Oklahoma 73112 • Phone: 405.844.9995 • Fax: 405.844.9975



To the Honorable Mayor and Members of the City Council
City of Edmond, Oklahoma

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Edmond, Oklahoma for the year ended June 30, 2023. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated June 27, 2023. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. As described in Note 1.H. to the financial statements, during the year, the City implemented Governmental Accounting Standards Board (GASB) Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*, and GASB Statement No. 96, *Subscription-based Information Technology Arrangements*. The implementation of these statements had no material effect on the financial statements. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City's financial statements were:

Reported liabilities and related amounts and disclosures for the City's pension and other post-employment benefits, which are derived from actuarial studies which employ numerous estimates.

Estimated provisions for the allowance for doubtful accounts, primarily related to utility receivables, which are based on applying historical percentages and current economic conditions.

Estimated losses relating to workers compensation claims, which is based on actuarially determined amounts.

Estimated losses relating to health insurance claims, which is based on a study prepared by the City's third-party administrator calculating the lag time between claims incurred and claims paid.

HSPG & ASSOCIATES, PC

Estimated fair value of investments which is determined using quoted prices in active markets or estimates by a broker/dealer for investments that do not have an established market.

Estimated useful lives of depreciable capital assets which are determined based on the expected nature and use of each asset.

Discount rate of leases used to measure lease liabilities and lease receivables which are based on imputed interest rates determined using applicable municipal bond rate yield curves.

We evaluated the key factors and assumptions used to develop the above estimates in determining that they are reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure affecting the financial statements was:

Footnote 4.A discloses the City's pension and OPEB obligations and the key estimates used in developing the estimated liabilities and related reporting provisions.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management.

Uncorrected adjustments and omitted disclosures consist of the following:

- An additional liability of approximately \$476,000 (\$40,000 factual error from testing of sample selections and \$436,000 projected error to untested population) for Edmond Public Works Authority and Business-Type Activities related to construction services performed before year-end but not recorded as accounts payable.
- An additional liability of approximately \$250,000, additional asset of approximately \$320,000, and a reduction of expense of approximately \$70,000 for Governmental Activities related to two subscription-based information technology arrangements (SBITAs) required to be recorded upon the implementation of GASBS No. 96. Required general disclosures discussing SBITAs as well as specific disclosure of approximately \$935,000 of variable payments recognized during the year were omitted from the notes to the financial statements.

Management has determined that their effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. The uncorrected misstatements or the matters underlying them could potentially cause future period financial statements to be materially misstated, even though, in our judgment, such uncorrected misstatements are immaterial to the financial statements under audit.

Misstatements detected as a result of audit procedures and corrected by management included the following:

- An entry to increase accounts payable and construction in process for Edmond Public Works Authority and Business-Type Activities by approximately \$3,000,000 for unrecorded retainage at year-end.
- An entry to reduce construction in process and accounts payable for Edmond Public Works Authority and Business-Type Activities by approximately \$554,000 for the duplicate recording of an addition to capital assets.
- An entry to accrue investment income earned during fiscal year 2023 but not received until after year-end related to trustee accounts of approximately \$373,000 for the 2000 Capital Improvement Tax Fund and Governmental Activities and approximately \$106,000 for Edmond Public Works Authority and Business-Type Activities.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated January 30, 2024.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. The City uses Crawford & Associates, P.C. to assist the City with pre-audit matters, applying the provisions of new accounting pronouncements, and drafting the City's annual financial statements. To our knowledge, no consultation took place that involved unusual or new applications of accounting principles except as described in this paragraph.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the City's budgetary comparison schedules, pension plan and other post-employment benefit funding schedules, and management's discussion and analysis, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic

financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the City's other supplementary information which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory and statistical sections, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Restriction on Use

This information is intended solely for the information and use of City Council and management of the City and is not intended to be, and should not be, used by anyone other than these specified parties.

Sincerely,

HSPG & Associates, P.C.

January 30, 2024

CITY OF EDMOND, OKLAHOMA

SINGLE AUDIT REPORTS
AND SUPPLEMENTARY SCHEDULES

June 30, 2023

CITY OF EDMOND, OKLAHOMA

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING
STANDARDS*

The Honorable Mayor and the Members of the City Council
City of Edmond, Oklahoma

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Edmond, Oklahoma (the "City"), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated January 30, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We identified certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs as item 2023-001 that we consider to be a significant deficiency.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements.

HSPG & ASSOCIATES, PC

However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

City's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

HSPG & Associates, P.C.

January 30, 2024



INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM
AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM
GUIDANCE

The Honorable Mayor and the Members of the City Council
City of Edmond, Oklahoma

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Edmond, Oklahoma's (the "City") compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2023. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit.

HSPG & ASSOCIATES, PC

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists.

The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance which are required to be reported in accordance with the Uniform Guidance and which are described in the accompanying schedule of findings and questioned costs as items 2023-002 and 2023-003. Our opinion on each major federal program is not modified with respect to these matters.

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the noncompliance findings identified in our audit described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control over Compliance

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, as discussed below, we did identify certain deficiencies in internal control over compliance that we consider to be significant deficiencies.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a

federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. We consider the deficiencies in internal control over compliance described in the accompanying schedule of findings and questioned costs as items 2023-002 and 2023-003 to be significant deficiencies.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the internal control over compliance findings identified in our compliance audit described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City, as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated January 30, 2024, which contained unmodified opinions on those financial statements. Our audit was performed for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

HSPG & Associates, P.C.

January 30, 2024

CITY OF EDMOND, OKLAHOMA

Schedule of Expenditures of Federal Awards
Year Ended June 30, 2023

Federal Grantor/Pass-Through Grantor/Program Title	Federal Assistance Listing Number	Pass-through Grantor and Number	Program Award Amount	Grant Expenditures
Department of Housing and Urban Development:				
Community Development Block Grants/Entitlement Grants	14.218	MC-40-0009	\$ 1,956,850	\$ 580,039
<i>Passed through Oklahoma Department of Commerce:</i>				
Community Development Block Grants/Entitlement Grants - COVID	14.218	18204 CDBG CV 21	1,979,648	1,271,795
Department of Justice:				
Joint Terrorism Task Force	16.Unknown	FY 21	NA	20,350
Equitable Sharing Program	16.922	NA	NA	65,302
DEA Task Force	16.592	NA	12,272	9,455
Public Safety Partnership and Community Policing Grant	16.710	2020UMWX0355	375,000	114,572
Organized Crime and Drug Enforcement Task Force	16.738	JAG-BJA-2021-35004	8,387	8,387
Organized Crime and Drug Enforcement Task Force	16.738	JAG-BJA-2022-171344	8,368	8,368
Coronavirus Emergency Supplemental Funding Program	16.034	2020-VD-BX-0892	35,319	21,327
<i>Passed through Oklahoma District Attorney's Council:</i>				
Coronavirus Emergency Supplemental Funding Program	16.034	2020-VD-BX-0058	19,680	19,680
<i>Passed through Oklahoma State Bureau of Investigation:</i>				
Missing Children's Assistance	16.543	Oklahoma State Bureau of Investigation, OJJDP-ICAC	18,655	18,655
Department of Transportation:				
<i>Passed through ACOG:</i>				
Highway Planning and Construction	20.205	R1-2022	54,773	54,773
<i>Passed through City of Oklahoma City:</i>				
Federal Transit Formula Grants - COVID	20.507	EMBARK	1,201,339	1,143,284
Federal Transit Formula Grants - ARPA	20.507	EMBARK	519,907	80,722
Federal Transit Formula Grants	20.507	EMBARK	1,409,406	
<i>Passed through Oklahoma Highway Safety Office</i>				
State and Community Highway Safety	20.600	PT-23-03-13-25	94,900	30,258
State and Community Highway Safety	20.600	STMC-23-01-03-25	39,000	21,036
Department of Treasury:				
<i>Passed through State of Oklahoma office of Treasury:</i>				
Coronavirus Relief Funds	21.027	State of Oklahoma	7,249,704	3,215,888
Department of Homeland Security:				
<i>Passed through State of Oklahoma Emergency Management:</i>				
Emergency Management Performance Grants	97.042	EMT-2022-EP-00006	800	572
Emergency Management Performance Grants	97.042	EMPG 22	15,000	11,250
Emergency Management Performance Grants	97.042	EMPG 21	15,000	3,750
Disaster Grants - Public Assistance	97.036	FEMA 4575 PW 278	10,818,699	10,818,699
Totals			<u>\$ 25,832,707</u>	<u>\$ 17,518,162</u>

The accompanying notes are an integral part of this schedule.

CITY OF EDMOND, OKLAHOMA
NOTES TO SCHEDULE OF EXPENDITURE OF FEDERAL AWARDS
Year Ended June 30, 2023

1. Summary of Significant Accounting Policies

The accompanying Schedule of Expenditures of Federal Awards includes the federal grant activity of the City of Edmond, Oklahoma (the "City") for the year ended June 30, 2023 and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with the requirement of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

2. Subrecipients

The City did not provide federal awards to subrecipients during the year ended June 30, 2023.

3. Indirect Cost Rate

The City did not elect to use the 10 percent de minimis indirect cost as covered in 2CFR 200.414.

CITY OF EDMOND, OKLAHOMA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended June 30, 2023

SECTION I – SUMMARY OF AUDITOR’S RESULTS

Financial Statements

Type of auditor’s report issued: Unmodified

Internal control over financial reporting:

Material weakness(es) identified? _____ yes X no

Significant deficiency(ies) identified? X yes _____ none reported

Noncompliance material to financial statements noted? _____ yes X no

Federal Awards

Internal control over major federal programs:

Material weakness(es) identified? _____ yes X no

Significant deficiency(ies) identified? X yes _____ none reported

Type of auditor’s report issued on noncompliance for major federal programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? X yes _____ no

Identification of major federal programs:

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster</u>
97.036	Federal Emergency Management
21.027	Coronavirus State and Local Fiscal Recovery Funds

Dollar threshold used to distinguish Between Type A and Type B programs: \$750,000

Auditee qualified as low-risk auditee? X yes _____ no

CITY OF EDMOND, OKLAHOMA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Cont'd)
Year Ended June 30, 2023

SECTION II – FINANCIAL STATEMENT FINDINGS

Compliance Findings

None

Internal Control Findings

Finding 2023-001

SECTION III – FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

Compliance Findings

Finding 2023-002 and 2023-003

Internal Control Findings

Finding 2023-002 and 2023-003

CITY OF EDMOND, OKLAHOMA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Cont'd)
Year Ended June 30, 2023

Financial Statement Findings

Finding 2023-001; Internal Control Over Retainage Payable

Criteria: Controls should be sufficient to ensure that retainage payable on the City's construction projects are accurately reported.

Condition: As a result of our audit procedures, retainage payable was increased by approximately \$3,000,000.

Cause: Retainage payable was not adequately identified or accrued as of June 30, 2023.

Effect or potential effect: Retainage payable and the related capital assets accounts were materially understated.

Recommendation: We recommend that the City review its procedures to ensure that retainage payable be appropriately identified and recorded.

View of responsible officials: One of the largest items to balance for our audit is fixed assets. The City had \$167,294,519 in capital expenditures in 2023. State Statute 62.2-310.4 states that all encumbered balances at the close of June 30, may remain open as credit until Sept. 30th. Our financial records must be completed and submitted in mid Sept to allow the audit to be completed in a timely manner. These two invoices in question were received late and while the invoices were posted in the financials, the associated retainage on those two invoices were discovered during the audit process. We did have some retainage booked for these two projects, but the addition of these invoices caused that total to increase. This retainage is not paid out until the end of the project. The complete balancing of fixed assets takes several weeks and often changes as these late invoices come in. To keep this from happening again, we have put into place a final review of all invoices that come in between July and September 30th and will be completed by the Controller or someone other than the person balancing the assets during this critical time frame.

Federal Awards Findings and Questioned Costs

Finding 2023-002; Federal Emergency Management, Assistance Listing no. 97.036 Allowable Costs

Criteria: Controls should be sufficient to ensure that only allowable costs are charged to a federal program.

Condition: Instances of unallowable costs being charged to the federal program were noted.

Cause: City employees that assisted with disaster recovery efforts were eligible for reimbursement. Procedures were in place to identify and report these eligible employee costs but not appropriately followed or reviewed.

Effect: Costs charged to the federal program may be disallowed.

Questioned Costs: \$2,521

Context: A sample of 31 charges regarding payroll costs totaling \$8,077 was selected for audit from a population of approximately 1,000 items totaling \$390,500. Our test found nine charges that were incorrectly included as a charge to the federal program totaling \$2,521. Our sample was not a statistically valid sample.

Recommendation: We recommend that the City ensure controls are in place to charge only costs allowable under the program.

Views of Responsible Officials and Planned Corrective Actions: In fiscal year 23-24 the City moved all grant administration to a designated grant department. The duties of the grant administration department are to track, vet and confirm compliance with applicable guidelines on the grants the City applies for. Additionally, the grant administration department will actively assist with submission and seek new grant opportunities, and will be available to train City employees on proper grant documentation and substantiation. The City engages outside consultants to review grant submission and the City is engaging this outside consultant to review the grant submissions more often throughout the year than previously engaged to allow more time to adequately review and obtain all necessary information for grant compliance.

Finding 2023-003; Coronavirus State and Local Fiscal Recovery Funds, Assistance Listing no. 21.027 Reporting

Criteria: The U.S. Department of Treasury requires the City to submit quarterly reports, which include, among other items, cumulative amounts expended and obligated.

Condition: The amounts reported to Treasury through June 30, 2023, did not agree to the City's Schedule of Expenditures of Federal Awards (SEFA) or to the underlying amounts supporting the City's SEFA.

Cause: Procedures had not been fully established to ensure accurate quarterly reporting occurred.

Effect: Inaccurate reporting may be occurring on the City's required quarterly reports.

Questioned Costs: None

Context: The City's total federal expenditures on the SEFA for the year ended June 30, 2023 were approximately \$3.2 million. Amounts reported by the City to Treasury through June 30, 2023 totaled approximately \$2.5 million.

Recommendation: We recommend that the City review its procedures to ensure that accurate quarterly reporting occurs.

Views of Responsible Officials and Planned Corrective Actions: Reporting of the quarterly ARPA submissions is based on recorded transactions as of the due date of the quarterly report. The finance software posts invoices based on the invoice date rather than posting when the invoice is paid. Upon reconciliation of the difference noted above, it was discovered that invoices that were dated as of a particular quarter were paid and recorded well after the due date of the quarterly ARPA submission so could not be included in the quarterly report.

Moving forward, we will reconcile to reflect only what is actually paid in time to be included in the ARPA submission so our internal records agree to the submission. We will not report to ARPA any funds that have not been expended because circumstances such as pricing, abandonment of a project, etc. can change before payment and if these items are reported before paid, it would cause erroneous reporting of ARPA funds.

CITY OF EDMOND, OKLAHOMA
SUMMARY SCHEDULE OF PRIOR FINDINGS AND QUESTIONED COSTS
Year Ended June 30, 2022

Finding 2022-001; Internal Control Over Cash Reconciliation

Criteria: Controls should be sufficient to ensure that cash accounts are reconciled properly.

Condition: As a result of our audit procedures, cash was adjusted by approximately \$835,000.

Cause: The City did not properly record and account for transactions between bank accounts at year-end, causing a cash balance to be understated and expenses to be overstated.

Effect or potential effect: Cash and expense accounts were materially misstated.

Recommendation: We recommend that the City review its procedures to ensure that all inter-bank activity is properly reconciled.

View of responsible officials: We have enhanced procedures to separately identify and report such activity to ensure all transactions between banks are identified and properly reconciled.

Current status – This matter was corrected in the current fiscal year.

City Council / Public Works Authority

8. C.

Meeting Date: 03/25/2024

Submitted For: Kathy Panas, Director, Finance

Email: Kathy.Panas@edmondok.gov , Phone: 405-359-4521

Submitted By: Ethan Davis, Treasury Analyst, Finance

Ward: Citywide

City Council Strategic Plan: N/A

Item

Presentation and Discussion of the Performer for the Fiscal Year Ending June 30, 2023 by Frank Crawford of Crawford and Associates. (Citywide)

Background

The Finance Department completed its FY 2022-2023 Annual Comprehensive Financial Report (ACFR), Crawford and Associates compiles a summary of the ACFR in the Performer.

A copy of the Performer is located on the City's Website at EdmondOK.gov.

Time Frame

N/A

Issue

Presentation of the Annual Performer for the year ending June 30, 2023 by Crawford and Associates.

Recommendations

The Finance Committee reviewed the Performer at their February 21, 2024 meeting.

Action Needed

No action needed.

Public Notification

Posted Agenda.

City Council / Public Works Authority**8. D.****Meeting Date:** 03/25/2024**Submitted For:** Sara Cobb, Director, Information Technology
Email: Sara.Cobb@edmondok.gov , Phone: 405-359-4517**Submitted By:** Sara Cobb, Director, Information Technology**Ward:** Citywide**City Council Strategic Plan:** Strategic Initiative 2 – Quality of Life

Item

Consideration of Approval of Purchase of Network Firewalls and Switches from Chickasaw Telecom, Inc. on State Contract ITSW1006; \$892,620.92 (Citywide)

Background

This item involves the approval of services for departments / funds under the Public Works Authority (PWA) and the City Council. As such, the item is under both the PWA and City Council portions of the agenda for approval.

This is a request for the purchase of network equipment that is essential for operating the City's network infrastructure, which supports all City departments. The current equipment, which includes firewalls and switches, is due for replacement and will soon reach its end of support. To ensure uninterrupted network services and to prevent any potential security risks, we propose replacing existing network equipment with newer models of Cisco switches and firewall licenses and maintenance. This purchase also includes new switches for Edmond Electric Supervisory Control and Data Acquisition (SCADA) systems.

Fund availability verified by Purchasing.

Time Frame

Network equipment order will be placed upon approval

Issue

The proposed purchase of new equipment will enable us to upgrade our network switch and firewall infrastructure, and will also ensure the security and reliability of the network. Firewalls are a crucial component of our cybersecurity strategy, helping to protect critical infrastructure. Dual systems are required for both the City's primary data center and disaster recovery data center. New switches are required for networking Electric substations. State contracts are competitively bid and local governments have access to purchase off of their bid items.

Recommendations

City Staff Recommends Approval

Action Needed

Motion to Approve.

Public Notification

Fiscal Impact

Amount: \$892,620.92

Account: 562032-8531 EE Hardware, 562060-8415 IT Furniture/Office, 562060-8249 IT Computer, 562060-8361

Additional Information :

Network Switches for Substations in the amount of \$75,000 will be paid by EPWA Electric Fund - 562032-8531 Electric Hardware/Software Systems. For the remainder of the FireWalls and Switches \$378,297.16 will be paid from the Information Technology Budget 652060-8415 and \$126,085.93 for supporting equipment will be paid from 652060-8249 IT Computer Hardware. Hardware maintenance costs of \$143,609.21 will be paid from the Information Technology Budget 652060-8313 Hardware Maintenance/Repairs. \$169,628.62, the cost of software licenses and services will be paid from the Information Technology Budget 652060-8361. Budget authority approved in Fiscal Year 2024 Annual Budget.

City Council / Public Works Authority

8. E.

Meeting Date: 03/25/2024

Submitted For: Glenn Fisher, Director, Edmond Electric

Email: glenn.fisher@edmondok.gov , Phone: 405-216-7661

Submitted By: Glenn Fisher, Director, Edmond Electric

Ward: Citywide

City Council Strategic Plan: Strategic Initiative 2 – Quality of Life

Item

Presentation and Discussion on Status of the SmartChoice Advanced Metering System Implementation.
(Citywide)

Background

Staff will be updating City Council on the status of the SmartChoice advanced metering system implementation. Additionally, staff will discuss the timeline for the roll out of the upgraded customer information portal.

Time Frame

NA

Issue

NA

Recommendations

NA

Action Needed

NA

Public Notification

NA

Attachments

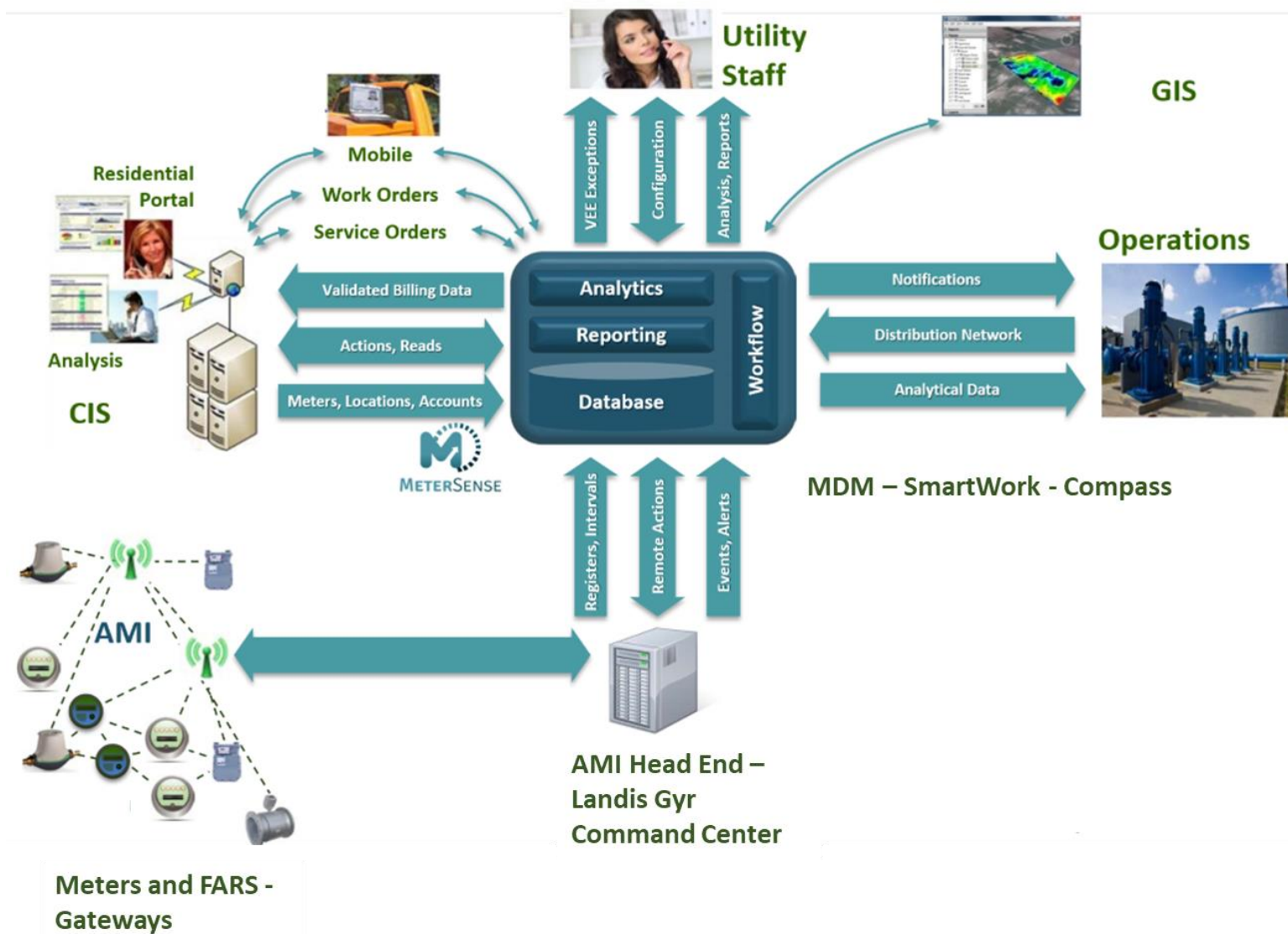
Presentation

Smart Choice Advanced Metering Infrastructure Project Update

March 25, 2024
Edmond City Council Meeting

Glenn Fisher
Director, Edmond Electric





What are we doing?



- Metering endpoints, AMI headend, meter data management system and supporting hardware and software approved by City Council on October 28, 2019.
- June 2021 City approved Advanced Utility Systems platform for customer portal.
- Contract with Utility Partners of America (UPA) for meter installation services approved by City Council on January 24, 2022. UPA completed the installation of over 37,000 electric and 25,000 water meter installs in October 2023.
- Due to supply chain issues, close to 4,000 water meter registers and 1,800 electric meters remain to be changed out. This is being done by Field Services and Edmond Electric staff. Schedule depends on billing and personnel availability.

- A majority of accounts have been transferred over from the old manual reads to AMI readings for monthly billing.
 - Move to AMI reads done book by book starting in November 2023.
 - Currently, out of 44,000 accounts, 39,156 accounts comprising 67,783 water and electric meters are using AMI data for billing.

● Some final punch list items:

- CIS Infinity to Build 64.
- Update of firmware on gateways and meters.
- Customer portal platform wrapped up final acceptance testing.
- Compass meter data management system to V5.1.

Expect new customer portal go live April 8-24!!!



- For customers using our current online portal, your recent monthly email from eCity Express announced the upcoming change.
 - Since we are changing platforms, re-registration will be required. Account number needed for registration.
 - Keep an eye out for the upcoming registration link.
 - Monthly billing information still available. Adds daily and hourly electric and/or water meter data.
 - No changes to payment options: Your Auto Pay, levelized billing and other payment choices remain the same.
 - Additional information on FAQ page: <https://edmondok.gov/smartchoice>.
 - Questions? Should you need assistance, email us at customerservice@edmondok.gov.

- Continued outreach.
 - Contact with existing portal users.
 - Smart Choice info web page.
 - Registration instructions video.
 - Social media.
 - Digital banners.
 - Kiosk signage.
 - Print and other promotional ads.
 - Speaking engagements



Electric Monthly

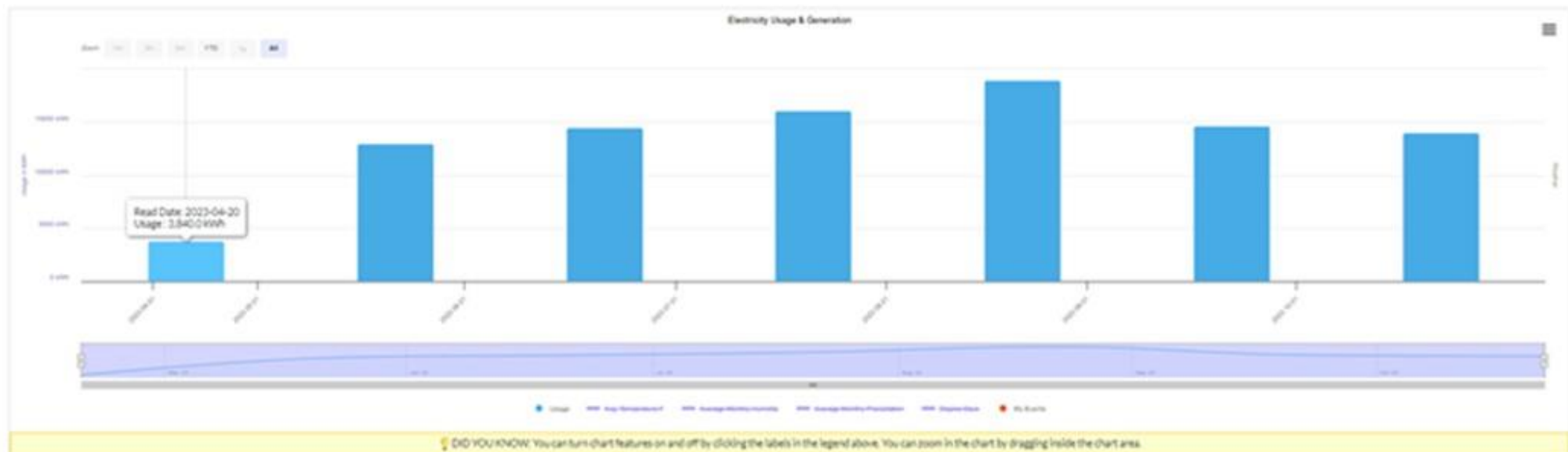
Electricity Water

Electricity Usage

Welcome to our Usage Inquiry. This tool shows your meter readings over the past 24 months. A convenient temperature overlay may be displayed to show how the weather has affected your usage.

Chart your Usage: By Refresh Chart Graph Type

My Events



Usage Analysis:

3,840.0 kWh
Lowest Usage on 2023-04-20

13,565.7 kWh
Average Usage / Read

18,960.0 kWh
Highest Usage on 2023-06-23

Electric Daily

⚡ Electricity 🔍 Water

Smart Meter Usage Inquiry

Welcome to our Smart Meter Inquiry.

Interval

Daily Usage

Meter ID:

From Date:

02/18/2024

To Date:

03/18/2024

Refresh Chart

0 My Events +

Daily Usage Chart

For the period of February 18, 2024 - March 18, 2024



Electric Hourly

⚡ Electricity 🔍 Water

Smart Meter Usage Inquiry

Welcome to our Smart Meter Inquiry.

Interval

Hourly Usage

🔔 My Events +

Hourly Usage Chart



Water Monthly



Water Daily

⚡ Electricity

💧 Water

Smart Meter Usage Inquiry

Welcome to our Smart Meter Inquiry.

Interval

Daily Usage

Meter ID:

From Date:

02/18/2024

To Date:

03/18/2024

Refresh Chart

1 My Events +

Daily Usage Chart

For the period of February 18, 2024 - March 18, 2024



Water Hourly

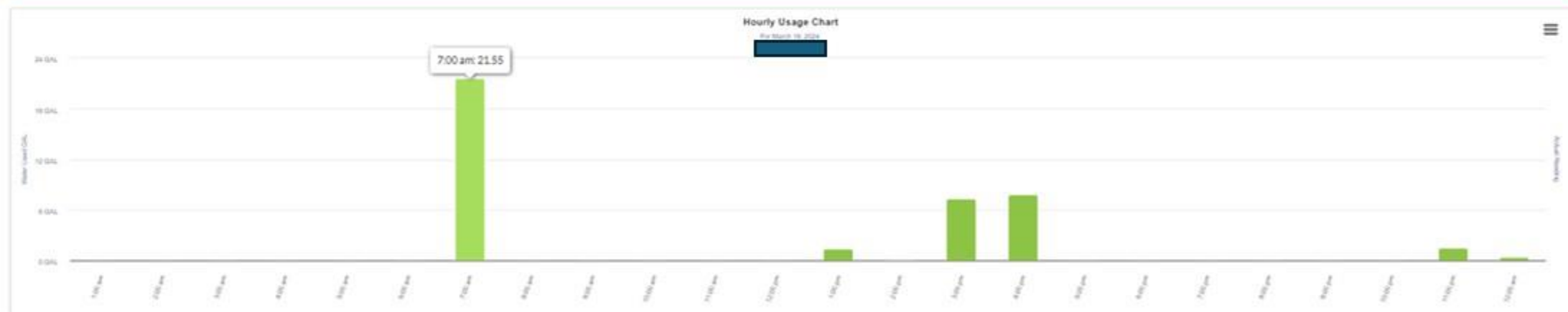
⚡ Electricity ⚡ Water

Smart Meter Usage Inquiry
Welcome to our Smart Meter Inquiry.

Interval

Hourly Usage

🔔 My Events -





Questions?



City Council / Public Works Authority

9. A.

Meeting Date: 03/25/2024

Submitted For: Leana Dozier, Downtown Transformation Manager, City Manager's Office

Email: leana.dozier@edmondok.gov , Phone: 405-359-4601

Submitted By: Kory Atcusion, City Clerk, City Clerk's Office

Ward: Citywide

City Council Strategic Plan: Strategic Initiative 1 – Economic Development

Item

Consideration of Approval of Resolution No. ____ Adopting the Revised Edmond TIF Policy Guide; Creating The Citizen TIF Oversight Committee (CTOC); Establishing The Committee's Duties And Responsibilities; Providing For The Appointment And Qualifications Of Committee Members; Providing For Committee Meeting Rules; And Providing An Effective Date. (Citywide)

Background

Members of the City Council most recently reviewed and amended the Edmond Tax Increment Financing (TIF) Policy Guide on February 26, 2024. This proposed resolution and policy revision would establish a Citizen TIF Oversight Committee (CTOC) that would be charged with enhancing transparency regarding Tax Increment Finance Assistance and Increment Funds. The Committee will meet no less than four times per year and be comprised of five voting members that are citizens of the City of Edmond and two ex officio, non-voting members that are representatives of Edmond Public Schools and the Oklahoma County Assessor.

The following additions are proposed to be made to the revised Edmond TIF Policy Guide:

Page 7:

The Citizen TIF Oversight Committee ("CTOC") shall be created by the Mayor and City Council for the purpose of enhancing transparency regarding TIF Assistance and Increment funds. The Committee shall be comprised of five (5) voting members and two (2) ex officio, non-voting members. The Mayor and each councilmember shall nominate one (1) of the five (5) voting members. The five voting members shall be citizens of the City of Edmond. The two ex officio, non-voting members shall include one representative each on behalf of Edmond Public Schools and the Oklahoma County Assessor. Three (3) voting members shall constitute a quorum. At the first meeting of the CTOC, the members shall, by majority vote, elect a chair and vice-chair. No committee member shall act in a case of which he or she has a personal interest.

The CTOC shall meet no less than four (4) times per year. The CTOC shall hold all meetings in conformance with the provisions of the Oklahoma Open Meeting Act. At each meeting, the City's Director of Finance, Downtown Transformation Manager, and any other City staff the City Manager may deem appropriate, shall present financial information relevant to TIF Assistance and Increment funds and answer questions of committee members. The City Manager shall cause the information provided to the CTOC to be forwarded to the City Council at its next regularly scheduled meeting following each CTOC meeting.

Page 8:

Citizen TIF Oversight Committee: The committee created by the Mayor and City Council for the purpose of enhancing transparency regarding TIF Assistance and Increment funds. Increment District No. 1 as well as any future TIF districts.

This item has been reviewed by the City Attorney's Office as to form and legality.

Time Frame

If approved, the policy update and resolution would be effective on March 26, 2024.

Issue

Creating a Citizen TIF Oversight Committee.

Recommendations

Staff recommends approval.

Action Needed

Motion to Approve.

Public Notification

Posted Agenda.

Attachments

Resolution

Exhibit A - TIF Policy Guide

Resolution No. _____

A RESOLUTION ADOPTING THE REVISED EDMOND TIF POLICY GUIDE; CREATING THE CITIZEN TIF OVERSIGHT COMMITTEE (CTOC); ESTABLISHING THE COMMITTEE’S DUTIES AND RESPONSIBILITIES; PROVIDING FOR THE APPOINTMENT AND QUALIFICATIONS OF COMMITTEE MEMBERS; PROVIDING FOR COMMITTEE MEETING RULES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Edmond created its first Tax Increment Financing (TIF) district in October 2020, and;

WHEREAS, the City of Edmond adopted a Tax Increment Financing Policy Guide in February 2021, and;

WHEREAS, the City of Edmond updated the Tax Increment Financing Policy Guide in February 2024, and;

WHEREAS, the Mayor and Council of the City of Edmond deem it appropriate to create a Citizen TIF Oversight Committee to provide oversight of the City’s existing and potential TIF Districts;

NOW, THEREFORE, BE IT RESOLVED BY THE EDMOND CITY COUNCIL THAT:

Section 1. The revised Edmond TIF Policy Guide, attached hereto as “Exhibit A,” is hereby adopted.

Section 2. The Citizen TIF Oversight Committee (CTOC) is hereby established.

Section 3. The Citizen TIF Oversight Committee (CTOC) shall:

- (1) Enhance transparency regarding Tax Increment Finance (TIF) Assistance and Increment funds.
- (2) The CTOC shall meet no less than four (4) times per year.
- (3) At each meeting of the CTOC, the City’s Director of Finance, Downtown Transformation Manager, and any other City staff the City Manager may deem appropriate, shall present financial information relevant to TIF Assistance and Increment funds and answer questions of committee members.

Section 4. The Citizen TIF Oversight Committee (CTOC) shall be comprised of five (5) voting members and two (2) ex officio, non-voting members. The Mayor and each councilmember shall nominate one (1) of the five (5) voting members. The five voting members shall be citizens of the City of Edmond. The two ex officio, non-voting members shall include one representative each on behalf of Edmond Public Schools and the Oklahoma County Assessor. Three (3) voting members shall

constitute a quorum. At the first meeting of the CTOC, the members shall, by majority vote, elect a chair and vice-chair. No committee member shall act in a case of which he or she has a personal interest.

- Section 5.** The Citizen TIF Oversight Committee (CTOC) shall hold all meetings in conformance with the provisions of the Oklahoma Open Meeting Act.
- Section 6.** The City Manager shall cause the information provided to the CTOC to be forwarded to the City Council at its next regularly scheduled meeting following each CTOC meeting.
- Section 7.** All sections contained within this resolution shall be effective on March 26, 2024.

Approved by the Edmond City Council this ____ day of _____, 2024.

Darrell A. Davis
Mayor

Attest:

Kory Atcuson-Coley
City Clerk

Approved as to form and legality this ____ day of _____, 2024.

Madeline Sawyer
City Attorney



Edmond

TIF Policy Guide

A policy guide for the Administration and Implementation of the Downtown Edmond Project Plan and Increment District No. 1, City of Edmond and future consideration of additional TIFs

Effective Date: March 26, 2024

Prepared by the City of Edmond, Oklahoma

Edmond TIF Policy Guide

INTRODUCTION

This Policy Guide outlines the goals and objectives of the Downtown Edmond Project Plan (“Project Plan”) and Increment District No. 1, City of Edmond (“Increment District”). This Guide, which shall also be the policy guide for any future consideration of new TIFs, describes generally how public improvements and assistance in development financing may be provided using tax increment revenues. Nothing contained in this Policy Guide binds or obligates the City of Edmond (“City”) or the Edmond Public Works Authority (“EPWA”). Should the provisions of a development agreement or contract approved by the City Council or EPWA differ from the provisions of the Policy Guide, the development agreement or contract will control. Staff will review the TIF Policy Guide and current TIF agreements with the City Council annually as part of their Strategic Planning process.

Purpose

Tax Increment Financing (TIF) provides a strategy for financing development in the community. TIF creates incentives for private investment in our community to achieve the overall purpose to drive growth and development in the TIF district. TIF does not increase tax rates within a TIF district.

Background

In Oklahoma, the terms and conditions for using TIF are provided in the Local Development Act (62 O.S. §§850-869), enacted by the State in 1992 and has been amended several times. Tax Increment Financing is used to help generate private development projects through funding by tax dollars collected from new development or on new valuation for public improvements and other eligible project costs. TIF is a public tool that allocates those incremental tax dollars for up to 25 years for supporting development or redevelopment in certain limited areas of a city, town, or county.

General Guidelines

It is important the TIF is used appropriately to accomplish the City’s economic development goals and objectives. It is a tool for promoting development in a specific, identified areas in the Edmond community. Fundamentally, TIF is designed to encourage development which would not otherwise occur or would occur at a much later date. The City may consider using TIF in cases that serve to accomplish the City’s targeted goals for economic development as they may change over time.

PRIORITIES FOR ALLOCATION OF TIF RESOURCES

Listed below are the activities that the City believes will help serve as catalyst activities to drive growth and development downtown. As the City moves forward to determine what development projects it considers funding with TIF resources, the list below will help determine what some of the priorities will be in those considerations. This list has been derived from the Downtown Master Plan document and from successful practices of other cities. The City’s overall goal is to create a vibrant, enjoyable environment that becomes a significant economic center to our community.

NEW RESIDENTIAL LIVING UNITS

- Special consideration will be made for accessible housing units.
- Expand the number of available units and create different types of products available for consideration.
- Higher density development will be the only development projects considered.

RETAIL ACTIVITIES

- Grow retail sales of merchandise or restaurants to build a stronger sales tax base in the City. New to market retail activity is preferred.

OFFICE AND MIXED-USE DEVELOPMENT

- Increase the square footage of office space available for employment opportunities downtown and for the community. Interested in commitments from businesses without an existing presence in the City.
- Mixed-use projects may include any combination of housing, office, retail, medical, recreational, or commercial components.

CONNECTIVITY WITH UCO CAMPUS

- Seeking development opportunities that create a bridge of activity between the campus and downtown.

PROMOTE NEW AND IMPROVE EXISTING PUBLIC SPACES

- Promote walkability by making public right-of-way attractive, safe, and connective for pedestrians to access all development activities in the City.
- Improve existing community gathering spaces such as parks, Festival Market, and public parking lots.
- Seek opportunities to add additional gathering spaces connected with new development.
- Prepare for a new future of public transit.

MAKERS OR PRODUCERS

- Work to attract people to the district whose livelihood is derived from their creation of a product within the district. (This could include a broad range of artisan type activities from painting works of art, making jewelry, crafting furniture or baking bread.)

NOTE: Meeting eligibility criteria does not guarantee approval of assistance.

GENERAL PROCEDURE FOR TIF ASSISTANCE

STEP 1: SUBMISSION OF PROPOSAL OR APPLICATION

Developers, landowners, or business owners seeking TIF assistance must submit an application to the Downtown Transformation Manager containing the requirements listed for each type of assistance. Submission of sufficient information allows reviewers to conduct an analysis of the direct and indirect impacts

of proposed development projects are required. Staff will not initiate review and consideration of a project until all required information is provided, including application fee.

Items required for application submitted include, but are not limited to, the following:

- Applicant Information
- Project Attorney
- Management Contact Information
- Financial Contact Information
- Project Information
- Financial Information
 - 10-Year Pro Forma including Operating Revenue and Expenditure, Debt Service Structure, Cash on Cash, ROI and IRR and requested TIF Amount
 - Detailed Construction Budget for the project
 - Evidence of financing
- Non-Refundable Application Fee of \$2,500

STEP 2: APPLICATION REVIEW PROCESS

The application packets must be submitted to the Downtown Transformation Manager for review by the TIF Application Review Team. Each TIF application will be approved based on the characteristics of the project described in the TIF Application and include the following criteria:

- Compatibility with the Project Plan, TIF Policy Guide and eligibility criteria;
- General City and EPWA policies;
- Evaluation of the qualifications of the applicant, including financial capacity and experience; and
- Economic viability of the proposed development project.

STEP 3: AGREEMENT

Upon favorable recommendation by the Application Review Team, an agreement between the applicant and EPWA will be presented to the applicant. The agreement will obligate the applicant to construct the development project consistent with the submitted application, this Policy Guide, and the City's ordinances. The development agreement will detail the distribution of revenues available to pay the TIF assistance, set specific performance standards on which such payments are conditioned, and set the timeline upon which they will be paid, subject to availability. The development agreement will also include provisions restricting the developer's ability to protest the value assessed by the County Assessor's Office during the life of the Project unless actual values substantially exceed projected values used in the TIF analysis.

STEP 4: CONSIDERATION FOR APPROVAL

Upon review and discussion regarding the terms of the agreement, the agreement will be provided to EPWA Board of Trustees for its consideration.

STEP 5: PAYMENT OF TIF ASSISTANCE

Upon approval by EPWA of the agreement, TIF assistance will be provided as detailed in the agreement and as described below. Preference will be given to pay as you go reimbursement projects.

TIF ASSISTANCE

There are two eligible categories of TIF assistance for development projects within the Increment District: (A) Public Improvements Assistance and (B) Assistance in Development Financing. Generally, unless described otherwise in this section, any TIF assistance will be limited to amounts generated by the specific development project being assisted.

PUBLIC IMPROVEMENTS ASSISTANCE

Public Improvements Assistance may be available for development projects having a legitimate need for public improvements or infrastructure to serve the development project and/or the surrounding vicinity. All public improvements proposed must receive city design, plan review and inspection approval prior to being eligible for reimbursement.

ELIGIBILITY

Public Improvements Assistance may be available to fund or reimburse costs of providing public improvements or infrastructure necessary to serve a development project or surrounding areas.

Staff will evaluate the need and the public purpose served by the proposed public improvements or infrastructure using the following criteria:

- The nature and scope of the public improvements and infrastructure to be constructed by or at the expense of the developer;
- The need for the public improvements or infrastructure for both the proposed development project and the Project Area as a whole;
- The location and external impacts of proposed public improvements and infrastructure;
- The size of the capital investment involved and available funding sources to fund that investment; and
- The comparative cost effectiveness of providing Public Improvements Assistance to the developer to construct needed public improvements and infrastructure versus EPWA or the City directly constructing the needed public improvements and infrastructure.

NOTE: Meeting eligibility criteria does not guarantee approval of assistance.

APPLICATION REQUIRED

A developer seeking Public Improvements Assistance must submit a TIF Assistance Application to EPWA.

ASSISTANCE IN DEVELOPMENT FINANCING

Assistance in Development Financing may be available to a developer proposing to develop on vacant property within the Increment District or *significantly* rehabilitate or redevelop a building or site within the Increment District.

ELIGIBILITY

General Criteria. The following criteria will be used to evaluate whether a particular development project may qualify for incentives:

- (i) The specific development project for which assistance is requested must involve an investment of at least \$1,000,000 in hard construction costs.
- (ii) The developer seeking assistance must either own or have a long-term ground lease for the property that it is seeking to develop or rehabilitate.
- (iii) Development projects must follow all design and density standards as adopted by the City in its Code of Ordinances.

NOTE: Meeting eligibility criteria does not guarantee approval of assistance.

APPLICATION REQUIRED

A developer seeking Assistance in Development Financing must submit a TIF Assistance Application to EPWA.

TOTAL TIF ASSISTANCE AMOUNT

The Total TIF Assistance available for a given project generally cannot exceed the amount of increment revenue reasonably anticipated to be generated by the project over the remaining life of the TIF district plus the amount of any unencumbered increment revenues in the TIF district's apportionment fund.

Amounts available for TIF Assistance for a development project are generally limited to the amount of increment revenue reasonably anticipated to be generated by that development project over the remaining life of the Increment District plus the amount of unobligated incremental revenues generated by Increment District within the Increment District's apportionment fund and are also subject to the cumulative Project Cost category limitations described in the Project Plan. TIF Assistance, generally, will not be available until the development project is completed and incremental revenues generated by the development project are received. There is no guarantee of the availability and timing of funds for TIF Assistance. In certain circumstances, Public Improvements Assistance may be provided from the affected utilities or city resources. Any such funds advanced will be budgeted in the agreement to be reimbursed from incremental revenues and guaranteed by the developer.

ALTERNATIVE FORMS OF ASSISTANCE

The City recognizes that all development projects are unique, and that the two categories of TIF assistance laid out in this Policy Guide may not be sufficient for specific projects. Developers meeting the criteria or guidelines for either of the categories described in this Policy Guide may propose their own amount or form of TIF assistance by submitting a memorandum attachment to their proposal that describes the alternative amount or form of assistance desired for the project and presents justification for the alternative. Alternative amounts or forms of assistance must be generated by the specific project for which it is requested. Alternative amounts or forms of assistance must receive a positive recommendation from staff and be agreed to by EPWA.

EXCEPTIONS

The City recognizes that exceptions in policies for eligibility, types, and amounts of assistance may be required for certain development projects to move forward. The City and/or EPWA may waive certain policy guidelines if a sufficient case is made to staff and agreed to by EPWA. Developers desiring an exception or waiver must submit a memorandum documenting the need for an exception or waiver from the guidelines laid out in this Policy and may be asked to present justification for the request. Exceptions or waivers will be considered in the context of a development project's economic and community impacts.

DIRECT CITY PUBLIC IMPROVEMENTS

Increment revenues will be used to pay authorized project costs of public infrastructure, facilities, and improvements directly undertaken by EPWA or the City. Such improvements will proceed in accordance with the requirements of The Edmond Plan, 2018, the Downtown Master Plan, the City's Capital Improvements Plan, and all applicable design standards and regulations. Staff shall prepare annually a public improvements implementation schedule, indicating the priority of specific public improvements projects within the Project Area, based on the reasonable availability of unobligated increment revenue or other funding sources, and present the recommendations in that schedule to the Capital Improvement Plan Advisory Board and EPWA for consideration and inclusion in each year's capital improvements budget. Funding for Direct Public Improvements may be advanced from the affected municipal utilities, Capital Improvement Sales Tax funds, or other sources. Any such funds advanced from other municipal revenue sources may be reimbursed from incremental revenues.

For scheduled projects that are included in each year's budget, staff will:

- Review concepts and designs for individual projects and, when public competitive bidding procedures are to be used, to develop recommendations to the City and/or EPWA relating to the bids and specifications to be advertised and constructed with increment funds;
- Consider and make recommendations concerning the engagement and selection of certain professional consultants, architects, or engineers in regard to individual projects;
- Review submitted bids and proposals received in response to any advertised public construction project to be funded with increment revenues; and
- Make recommendations to the City and/or EPWA concerning selection of contractors.

CITIZEN OVERSIGHT COMMITTEE

The Citizen TIF Oversight Committee ("CTOC") shall be created by the Mayor and City Council for the purpose of enhancing transparency regarding TIF Assistance and Increment funds. The Committee shall be comprised of five (5) voting members and two (2) ex officio, non-voting members. The Mayor and each councilmember shall nominate one (1) of the five (5) voting members. The five voting members shall be citizens of the City of Edmond. The two ex officio, non-voting members shall include one representative each on behalf of Edmond Public Schools and the Oklahoma County Assessor. Three (3) voting members shall constitute a quorum. At the first meeting of the CTOC, the members shall, by majority vote, elect a chair and vice-chair. No committee member shall act in a case of which he or she has a personal interest.

The CTOC shall meet no less than four (4) times per year. The CTOC shall hold all meetings in conformance with the provisions of the Oklahoma Open Meeting Act. At each meeting, the City's Director of Finance, Downtown Transformation Manager, and any other City staff the City Manager may deem appropriate, shall present financial information relevant to TIF Assistance and Increment funds and answer questions of committee members. The City Manager shall cause the information provided to the CTOC to be forwarded to the City Council at its next regularly scheduled meeting following each CTOC meeting.

GLOSSARY OF TERMS

Terms used throughout this Policy Guide are further defined as follows:

Citizen TIF Oversight Committee: The committee created by the Mayor and City Council for the purpose of enhancing transparency regarding TIF Assistance and Increment funds. Increment District No. 1 as well as any future TIF districts.

Downtown Edmond Project Plan: The document approved by the City Council of the City of Edmond on September 28, 2020, by the adoption of Ordinance No. 3798, which became effective as of October 28, 2020, and that established Increment District No. 1, City of Edmond, pursuant to and consistent with the Oklahoma Local Development Act.

TIF Application Review Team will include the following: The Planning Director, or designee; Engineering Director, or designee; Finance Director, or designee; City Attorney, or designee; and other individuals as deemed appropriate by the City Manager.

Increment District: Increment District No. 1, City of Edmond. This is the area from which increment is generated. The geographic boundaries of the Increment District are described and illustrated in Exhibits A and B of the Project Plan.

Increment: The ad valorem revenue in excess of the revenue generated by the base assessed value of the Increment District (as determined by the Oklahoma County Assessor in accordance with the Oklahoma Local Development Act), i.e., the new revenue attributable to increases in the value of property within the Increment District.

Oklahoma Local Development Act: The law passed by the Oklahoma Legislature to implement Section 6C of Article X of the Oklahoma Constitution, which empowers the governing bodies of cities, towns, and counties to apportion tax increments to help finance the public costs of economic development. 62 O.S. § 850, et seq.

Project Area: The area within which project activities occur and where increment may be expended. The geographic boundaries of the Project Area are described and illustrated in Exhibits A and B of the Project Plan.

TIF Assistance: Public funds provided to a developer pursuant to an approved agreement with EPWA to assist in a development project. TIF Assistance is provided only for development projects that are determined, in the City's and/or EPWA's discretion: (1) to meet the City's approved development goals and objectives for the Project Area, as expressed from time to time in the City's plans and policies, and (2) to provide adequate consideration and public benefit in return for the public investment.

City Council / Public Works Authority**9. B.****Meeting Date:** 03/25/2024**Submitted For:** Scot Rigby, City Manager, City Manager's Office

Email: Scot.Rigby@edmondok.gov , Phone: 405-359-4500

Submitted By: Jane Robertson, Management Services Manager, City Manager's Office**Ward:** Citywide**City Council Strategic Plan:** Strategic Initiative 4 - People & Partnerships

Item

Consideration of Approval of a Consulting Agreement with COAlign Group LLC for Development of General Obligation Bond and Sales Tax Election Strategies; \$88,500.00 for Total Scope of Services. (Citywide)

Background

The City of Edmond desires to investigate the potential of calling a general obligation (GO) bond election which would help diversify the revenue sources available to the city to be used to fund capital improvements such as roads, parks, and public safety. During the November 2023 City Council Strategic Meeting, the City Council identified the strategic goal in 2024 to appoint a citizens' committee to recommend appropriate projects and funding levels for a possible GO Bond election. The City currently uses only sales tax revenues to fund capital improvements, which limits available funding for both capital improvements and operating expenses. The City's temporary one-cent sales tax used for General Fund expenses and a one-half cent sales tax used for capital improvements are scheduled to expire in 2027. These funding sources are essential to the ongoing operations of the City and consideration of the timing of the renewal of these tax levies is an important decision to make. To investigate and facilitate the process for a potential GO bond and/or sales tax elections, staff recommends engaging a consultant with experience in these processes.

Staff recommends moving forward with the COAlign Group for this work due to the qualifications of its founder, Cathy O'Connor. O'Connor served as president of the Alliance for Economic Development of Oklahoma City for 10 years. She helped design this non-profit corporation to coordinate public participation in economic development projects. In that role, O'Connor was instrumental in furthering development throughout Oklahoma City and promoting job creation. She also led the efforts to create the NE Renaissance Urban Renewal Area and Tax Increment Finance district, the Core to Shore Tax Increment Finance District and to develop the Omni Convention Center Hotel to complement the new MAPS 3 Convention Center and Scissortail Park. Prior to becoming President of the Alliance, O'Connor served as an Assistant City Manager with Oklahoma City, where she also served in various financial capacities, which included key roles in sales tax and GO Bond elections.

The COAlign Group LLC, will work in a three-part approach and at the end of phase one there will be a report and recommendations delivered to the City. After receiving the phase 1 report, the City will determine if it desires to continue the scope of work in phase two and three. If the city decides not to move forward with phases 2 and or 3, the contract will terminate.

Phase 1 - Schedule and Timing for Possible General Obligation Bond Election and Sales Tax Elections (\$20,000)

Deliverable:

- Written summary of stakeholder interviews and key themes
- Recommended schedule for GO Bond Election and/or Sales Tax Elections

Phase 2 - Develop a Recommended Structure and Sizing for the GO Bond Election and Sales Tax Elections (\$12,500)

Deliverable:

- Report with findings and recommendations for size, structure, and term of the GO Bond authorization, and how it will relate to sales tax levy for capital improvements. The report will include recommendations about messaging and how to position the issue. It will also convene the Citizens Bond Committee. It will also include final recommendations of projects from GO Citizens Bond Committee.

Phase 3 - Implementation of GO Bond and or Sales Tax Election Strategy (\$7,000 per month, not to exceed seven months)

Action Items:

- Work with a public relations firm (if hired) to develop presentations for the GO Bond Citizens Committee. Develop materials for the meetings.
- Continue to work with the Citizens Committee to help with communications and advocacy for the proposed GO Bond election.
- Present GO Bond Election proposal to the City Council for approval and to set the election date. Develop (along with the potential public relations firm) any presentations or materials needed for City Council meetings.
- Continue to lead the effort to implement the GO Bond election strategy up to the election date.

Staff believes engaging a consultant will increase the efficiency and quality of this process.

The contract will be paid based on the completion of the deliverables above, with an initial fee of \$5,000 and up to \$1,000 per month during phase three in reimbursable expenses.

Time Frame

Contract Effective Upon Approval.

Issue

The city desires to hire a consultant to investigate the viability and timing of conducting general obligation bond and/or sales tax elections.

Recommendations

Staff recommends approval.

Action Needed

Motion to Approve.

Public Notifications

Posted Agenda.

Fiscal Impact

Amount: \$88,500.00

Account: 001020-8361 City Council Contract Services

Additional Information :

The total cost of the contract is \$88,500.00, which will be paid from the City Council's Budget 001020-8361. The contract cost for the initial fee and first deliverable is \$20,000.00, which will be paid through 6/30/2024 from the budget authority approved in the Fiscal Year 2024 Annual Budget. The remaining \$68,500.00 will be encumbered after July 1 pending approval of the FY25 budget process.

Attachments

COAlign Agreement



CATHY O'CONNOR

Founder

cathy@coaligngroup.com

P. O. Box 7031

Edmond, OK 73083-7031

(405) 590-7161

February 19, 2024

Scot Rigby, City Manager
City of Edmond, OK

Re: Consulting Engagement

Dear Mr. Rigby:

I am pleased to have the opportunity to assist the City of Edmond (the “Client”), and to provide the requested consulting services to you. Thank you for this opportunity to assist you!

This letter agreement will confirm our understanding regarding the services I will provide and the terms under which I will provide those services. If you ever have any questions about any aspect of our relationship, please contact me so that any issues or concerns can be promptly addressed.

Scope of the Engagement

I have been asked to assist the City of Edmond in connection with the development of a strategy, scheduling recommendations and implementation recommendations of how the City of Edmond can implement a successful sales tax and or general obligation bond authorizations. To achieve this goal a scope of services; and any other services as may be agreed upon by the parties (collectively, the “Consulting Services”) is included as Exhibit A. The term of this letter agreement shall begin on the date hereof and continue until March 1, 2025, or upon either party’s written notice of termination to the other party (such period, the “Term”).

Fees and Expenses

In consideration for the Consulting Services to be rendered by the Consultant under this letter agreement, the Client will pay COAlign Group LLC (“Consultant”) (i) an initial fee of \$5,000 which is due upon execution of this agreement; and (ii) according to the following schedule for each deliverable (collectively, the “Consulting Fees”):

1. Schedule and Timing for General Obligation Bond Election and Sales Tax Elections: \$15,000 upon completion.
2. Develop a recommended Structure and Sizing for the GO Bond Election and Sales Tax Elections: \$10,000 upon completion.

3. Implementation of GO Bond and Sales Tax Election Strategy: \$7,000 per month to commence upon completion of Items A-C in Exhibit A. Not to exceed 7 months.

In addition to the Consulting Fees described above, the Client shall reimburse Consultant for all reasonable expenses incurred by the Consultant in connection with the performance of the Consulting Services for phases C and D and to the extent such expenses are approved in advance by the Client, not to exceed \$1,000 per month.

Consultant acknowledges that all working papers, reports, documentation, and other work products or deliverables are the property of the City of Edmond.

Consultant acknowledges that it will receive an IRS Form 1099-MISC from the Client, and that it shall be solely responsible for all federal, state, and local taxes and shall indemnify the Client against all such taxes, including penalties and interest.

Termination

Either the Client or Consultant may terminate this letter agreement with or without cause at any time during the Term upon 30 calendar days' prior written notice to the other party. Following termination, the Client shall pay Consultant within thirty (30) days any amount outstanding of the Consulting Fees, following the date of termination and shall also reimburse Consultant for any expenses incurred by the Consultant in connection with the performance of the Consulting Services under this letter agreement to the extent such expenses were approved in advance by the Client.

Miscellaneous

The terms and conditions described in Exhibit B attached hereto are incorporated herein by reference.

If the terms and scope of our engagement described in this letter are acceptable to you, please so indicate by signing below and returning a copy to me. I look forward to working with you!

Very truly yours,



Catherine O'Connor
Founder, Coalign Group LLC

ACCEPTED AND AGREED AS OF March _____ 2024

City of Edmond

By: _____
Scot Rigby

Exhibit A: Projects and Services

The projects and services the Consultant will provide are described in this Exhibit A and are incorporated into the letter agreement to which this Exhibit A is attached.

The City of Edmond desires to consider the implementation of general obligation bond funding to diversify the revenue sources used to fund capital improvements. The City currently uses only sales tax revenues to fund capital improvements which limits available funding for both capital improvements and operating expenses. The City also faces the expiration in 2027 of a temporary one penny sales tax used for General Fund expenses and a one-half penny sales tax used for capital improvements. These funding sources are essential to on-going operations of the City and consideration of the timing of the renewal of these tax levies is an important decision to make.

Scope of Work

A. Schedule and Timing for Possible General Obligation Bond Election and Sales Tax Elections:

Time to Complete: 4-6 weeks

Fee: Initial Fee of \$5,000 and \$15,000 due on completion.

Based on the information I have reviewed and discussions with the Client, I would propose a series of interviews of key stakeholders to gather more information about the desire to implement a GO Bond program and perceived strengths, weaknesses, and challenges in the community to implementing this new funding source. This information will then be used to create a recommended schedule for the General Obligation (GO) Bond election and renewal of the sales tax levies. Additional Stakeholder interviews could be included if desired by the City.

Deliverables:

1. Written Summary of Interviews and key themes that emerge.
2. Recommended Schedule for GO Bond Election and Sales Tax Elections.

Once and if it is determined to proceed with the GO Bond election, the following steps are proposed:

B. Public Relations and Messaging:

Estimated time to complete: 2 weeks

Cost: to be contracted directly with a Public Relations Firm

Work with the City to identify and contract with a public relations firm to assist with messaging, and how to position the GO Bond authorization with the City Council, the GO Bond Citizens Committee and the public.

C. Develop a recommended Structure and Sizing for the GO Bond Election and Sales Tax Elections.

Estimated Time to Complete: 6-8 weeks

Cost: \$12,500 upon completion

1. Review the City's capital improvement projects listing and work with bond counsel and financial advisor to develop a recommended size for the GO Bond authorization. This will include a recommended mill levy and length of issuance for the bonds to be authorized.
2. Ascertain how the GO Bond authorization will relate to the one-half penny sales tax available for capital improvements. Make recommendations about how these two funding sources can work together to fund capital improvement projects.
3. Convene the Citizens Committee to consider the proposed projects, structure and funding levels for the GO Bond election. Anticipate at least 3 meetings of the committee.
4. Develop a recommended way to position the GO Bond authorization election and messaging to gain approval of the authorization by the City Council, the Citizens Committee, and the voters.

Deliverable:

1. Report with findings and recommendations for size, structure, and term of the GO Bond authorization, and how it will relate to sales tax levy for capital improvements. The report will include recommendations about messaging and how to position the issue. It will also include final recommendations of projects from GO Committee.

D. Implementation of GO Bond and or Sales Tax Election Strategy:

Estimated Time to Complete: From completion of Task A-C until the election date. Not to exceed seven (7) months. It is anticipated that this will not occur prior to August 2024.

Cost: \$7,000 per month, to be invoiced at the first of the month

1. Work with the PR Firm and CHS to develop presentations for the GO Bond Citizens Committee. Develop materials for the meetings.
2. Continue to work with the Citizens Committee to help with communications and advocacy for the proposed GO Bond election.
3. Present GO Bond Election proposal to the City Council for approval and to set the election date. Develop (along with the PR Firm) any presentations or materials needed for City Council meetings.
4. Continue to lead the effort to implement the GO Bond election strategy up to the election date.

Exhibit B: Standard Terms and Conditions

The standard terms and conditions described in this Exhibit B are incorporated into the letter agreement to which this Exhibit B is attached.

Independent Contractor Relationship

Consultant is an independent contractor hired by the Client. No other relationship is intended to be created between the parties, and this letter agreement shall not be construed to create any association, partnership, joint venture, employment, or agency relationship between Consultant and the Client for any purpose. Without limitation of the foregoing, the Consultant shall not be an employee of the Client during the Term, and this letter agreement is not an employment contract.

Consultant has no authority to bind the Client and shall not make any agreements or representations on the Client's behalf without the Client's prior written consent. While the Consultant may provide advice, opinions, or recommendations to the Client with respect to the Project, all decisions with respect to the Project are the responsibility of the Client and Consultant will not have any liability for such decisions. The Client shall have the authority in its sole discretion to determine the terms and conditions related to the Project and any underlying legal documents.

Confidentiality

Consultant acknowledges that, during Consultant's engagement with the Client, Consultant has been or will be given access to and has or will become familiar with certain trade secrets and with other Confidential Information of the Client. As used herein, the term "Confidential Information" means information of any nature and in any form relating to the Client that is disclosed to the Consultant or known by the Consultant because of Consultant's relationship with the Client and is not generally known about the business of the Client. Therefore, in further consideration of Consultant's engagement with the Client, and to protect the Client's Confidential Information, Consultant acknowledges that Consultant will not, except as may otherwise be required by law, directly or indirectly, disclose to any person or entity, or use or cause to be used in any manner any Confidential Information other than in connection with performing the Consulting Services. Consultant agrees that, upon termination of this letter agreement and the request of the Client, all tangible Confidential Information possessed by the Consultant, including electronic copies, shall be returned to the Client or destroyed by the Consultant and shall not be retained by the Consultant or furnished or communicated to any third party in any form whatsoever.

Miscellaneous

This letter agreement, all related documents and all matters arising out of or relating to this letter agreement and the Consulting Services provided hereunder shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to any conflict of laws principles that would cause the laws of any other jurisdiction to apply. Any action or proceeding by either of the parties to enforce this letter agreement shall be brought only in state or federal court located in the State of Oklahoma, County of Oklahoma. The parties hereby

irrevocably submit to the exclusive jurisdiction of these courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

If any term or provision of this letter agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this letter agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

The headings and captions of this letter agreement are provided for convenience only and are intended to have no effect in construing or interpreting this letter agreement. The language in all parts of this letter agreement shall be in all cases construed according to its fair meaning and not strictly for or against the Client or Consultant.

The rights and remedies provided by this letter agreement are cumulative, and the exercise of any right or remedy by either party shall not preclude or waive its right to exercise any or all other rights and remedies.

This letter agreement may only be amended, modified, or supplemented by an agreement in writing signed by both parties, and any of the terms herein may be waived, only by a written document signed by the party waiving compliance.

This letter agreement is for the benefit of, and may be enforced only by, the Client, Consultant and the Client's successors and assigns, and shall not be for the benefit of, and may not be enforced by, any third party.

All notices and other communications under this letter agreement shall be in writing and shall be deemed given (a) when delivered personally by hand; (b) one business day following the day sent by overnight courier (with written confirmation of receipt requested); or (c) three business days following the day deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, in each case to the addresses set forth herein or to such other address as a party may have specified by notice given to the other party pursuant to this provision.

This letter agreement may be executed in multiple counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

This letter agreement contains the entire agreement and understanding between the parties and supersedes any prior or contemporaneous written or oral agreements, representations, and warranties between them respecting the subject matter hereof.

City Council / Public Works Authority**9. C.****Meeting Date:** 03/25/2024**Submitted For:** Kirsten Ledington, Director, Building ServicesEmail: Kirsten.Ledington@edmondok.gov , Phone: 405-359-4780**Submitted By:** Kory Atcuson, City Clerk, City Clerk's Office**Ward:** Citywide**City Council Strategic Plan:** Strategic Initiative 3 – Community Development

Item

Public Hearing and Consideration of Ordinance No. ____ Amending Title 16 Buildings and Construction of the Edmond Municipal Code by Amending Section 16.16.130 Fee Schedule Associated with Electrical Permits; And by Adding New Section 16.16.131 Temporary Building Permits; And by Amending Section 16.06.530 Enclosures; And Providing for Repealer and Severability; And Providing an Effective Date. (Citywide)

Background

Adding in a new section for temporary buildings, this will include the associated fee, the duration of time and the violations section for Code Enforcement. This ordinance change will also remove an exception in the State code for pool enclosures on acreage properties. We are also adding in electrical fees over 600 amps since those line items were accidentally omitted in the last ordinance change.

All fees collected under this ordinance will go to the General Fund and be used for general administrative costs.

This item has been reviewed by the City Attorney's Office as to form and legality.

Time Frame

The provisions of this ordinance will be effective thirty days after approval.

Issue

The proposed ordinance makes corrections to the previously approved amendments to Title 16, approved July 10, 2023, by adding services over 600 amps to the Electric Fee Schedule, as well as creating a fee, process, and fines for violations of temporary building permits. This will also include an amendment to the State Code to align us with other departments for pool enclosures.

Recommendations

Staff recommends approval.

Action Needed

Motion to Approve.

Public Notification

Posted Agenda and Published Ordinance Title.

Attachments

Ordinance

16.06.530 Redline Version

16.16.130 Redline Version

Presentation

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 16 BUILDINGS AND CONSTRUCTION OF THE EDMOND MUNICIPAL CODE BY AMENDING SECTION 16.16.130 FEE SCHEDULE ASSOCIATED WITH ELECTRICAL PERMITS; AND BY ADDING NEW SECTION 16.16.131 TEMPORARY BUILDING PERMITS; AND BY AMENDING SECTION 16.06.530 ENCLOSURES; AND PROVIDING FOR REPEALER AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF EDMOND, OKLAHOMA:

SECTION 1. Section 16.16.130 of the Edmond Municipal Code is hereby amended to read as follows:

NEC Annex H Article 80.19(E) is hereby amended to read as follows:

80.19(E) Fee Schedule:

A. Temporary Construction Service Pole \$30.00 each

Only installed where active building permit is issued

B. New Residential Construction

(Detached single family dwellings, attached single family dwellings, duplex residences and multiple family dwellings)

*Multiple units on single Lots may require a different metering configuration, confirm with electric utility

1. Base Fee \$90.00 + meter base cost

a. 200 amp meter base, single phase \$100.00

b. 200 amp meter base, three phase \$240.00

c. 400 amp meter base, single phase \$290.00

d. 400 amp meter base, three phase \$400.00

e. 600 amp meter base, single phase \$540.00

f. 600 amp meter base, three phase \$977.00

Base Fee \$90.00 + CT meter base cost + \$100 for every 100 amps above 600 amps

g. Single phase CT meter base \$114.00

h. Three phase CT meter base \$160.00

*CT rated services may require purchase of CT cabinet, confirm with electric utility

C. Miscellaneous Residential Wiring

1. Cutover/Replace/Upgrade in service, same fee as in item B above
2. Branch circuit wiring only with no change in service equipment \$50.00.

D. New Commercial Construction(Including standalone services):

1. Base Fee\$120.00 + meter base cost

a. 200 amp meter base, single phase \$100.00

b. 200 amp meter base, three phase \$240.00

c. 400 amp meter base, single phase \$290.00

d. 400 amp meter base, three phase \$400.00

e. 600 amp meter base, single phase \$540.00

f. 600 amp meter base, three phase \$977.00

Base Fee \$120.00 + CT meter base cost + \$100 for every 100 amps above 600 amps

g. Single phase CT base \$114.00

h. Three phase CT base \$160.00

*CT rated services may require purchase of CT cabinet, confirm with electric utility

E. Miscellaneous Commercial Wiring

1. Cutover with upgrade in service, same fee as in item D above
2. Single Phase Cutover only \$120.00
3. Three Phase Cutover only \$150.00
4. Branch circuit wiring only with no change in service equipment \$75.00

G. Miscellaneous Wiring Inspection Fees

1. Mobile Home Service and Feeder Cable \$50.00

For up to 200 ampacity, single phase service

2. Mobile Home Feeder Cable \$25.00

From existing service equipment to mobile home sub panel

3. Swimming Pool \$90.00 each

Equipment bonding and all associated wiring from existing service equipment

- H. Partial Inspections (All types) \$30.00 each

I. Re-inspection Fees: For defective or incomplete work

1. First re-inspection \$50.00
2. Subsequent re-inspections (for same item) \$100.00

For the installation or relocation of electrical equipment regulated by the NEC but not listed above

- K. Construction Started Without Appropriate Permit(s) $3 \times$ Total Cost of Permit

SECTION 2. Chapter 16.16 of the Edmond Municipal Code is hereby amended by adding a new Section 16.16.131 to read as follows:

16.16.131 - Temporary Building Permit.

- A. Temporary buildings may be allowed, for a maximum period of two (2) years, with an approved permit.

B. Every application for a temporary building permit must be accompanied by a nonrefundable permit fee of three hundred and fifty dollars (\$350). Each temporary building requires a separate application, permit, and fee.

C. Temporary buildings shall not be placed in the street right-of-way or easements or required yards in accordance with those requirements of Title 22, Chapter 5, and must be located no less than ten feet (10') from the property line or twenty feet (20') from existing structures.

D. Temporary buildings shall be no larger than four thousand (4,000) square feet unless located within four hundred (400) feet of a hydrant, in which case the temporary building may exceed (4,000) square feet, subject to other requirements of the Code. Temporary buildings shall be no more than one hundred fifty feet (150') away from an approved Fire Department access.

E. Temporary buildings are subject to the zoning requirements applicable to the parcel on which the temporary building is placed.

F. All temporary buildings shall be removed by no later than the approved removal date.

G. Any person who commits any violation of this section or fails to perform any act required by or under this section shall be guilty of a Class "B" offense. In addition, each and every day on which a violation shall occur or continue to occur shall be deemed a separate offense.

SECTION 3. Section 16.06.530 of the Edmond Municipal Code is hereby amended to read as follows:

16.06.530 Enclosures.

IRC Section R326.2 is modified to read as follows:

R326.2 Enclosure. Swimming pools shall be completely enclosed by a fence or barrier not less than 4 feet (1219 mm) in height or a screen enclosure. Openings in the fence or barrier shall not permit the passage of a 4-inch-diameter (102 mm) sphere.

Exception: A swimming pool with a power safety cover or a spa with a safety cover complying with ASTM F1346 need not comply with this section.

SECTION 4. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

SECTION 5. SEVERABILITY. If any section, sub-section, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

SECTION 6. EFFECTIVE DATE. That the provisions of this ordinance shall be effective thirty (30) days after passage.

PASSED AND APPROVED the _____ day of _____
_____, 2024.

MAYOR

Attest:

City Clerk

APPROVED as to form and legality this the _____
day of _____, 2024.

CITY ATTORNEY

16.06.530 ~~Alternate Power Generation Equipment~~ Enclosures.

IRC Section ~~R324~~ **R326.2** is hereby added **modified** to read as follows:

~~R324 ALTERNATE POWER GENERATION EQUIPMENT~~

~~*R324.1 General.* This section applies to the construction or installation of alternate power generation equipment when inter-connected to utility distribution systems or when constructed or installed as a standalone system.~~

~~*R324.2 Structure.* Towers or structures constructed or erected to provide support for alternate power generation equipment shall meet Section 22.4.37 of the Edmond Municipal Code for height and location requirements. Plans for the tower or structure shall be prepared, signed and sealed by a design professional licensed in the State of Oklahoma. Inspections of tower or structure shall be performed by a third party approved by the building official.~~

~~*R324.3 Equipment.* Equipment shall be listed by UL or another approved agency and shall be installed in accordance with the NFPA 70.~~

R326.2 Enclosure. Swimming pools shall be completely enclosed by a fence or barrier not less than 4 feet (1219 mm) in height or a screen enclosure. Openings in the fence or barrier shall not permit the passage of a 4-inch-diameter (102 mm) sphere.

Exception: A swimming pool with a power safety cover or a spa with a safety cover complying with ASTM F1346 need not comply with this section.

16.16.130 Fee Schedule Associated With Electrical Permits.

NEC Annex H Article 80.19(E) is hereby amended to read as follows:

80.19(E) Fee Schedule:

- A. Temporary Construction Service Pole \$30.00 each

Only installed where active building permit is issued

- B. New Residential Construction

(Detached single family dwellings, attached single family dwellings, duplex residences and multiple family dwellings) *Multiple units on single Lots may require a different metering configuration, confirm with electric utility

1. Base Fee \$90.00 + meter base cost
 - a. 200 amp meter base, single phase \$100.00
 - b. 200 amp meter base, three phase \$240.00
 - c. 400 amp meter base, single phase \$290.00
 - d. 400 amp meter base, three phase \$400.00
 - e. 600 amp meter base, single phase \$540.00
 - f. 600 amp meter base, three phase \$977.00

Base Fee \$90.00 + CT meter base cost + \$100 for every 100 amps above 600 amps

- g. Single phase CT meter base \$114.00
- h. Three phase CT meter base \$160.00

*CT rated services may require purchase of CT cabinet, confirm with electric utility

- C. Miscellaneous Residential Wiring

1. Cutover/Replace/Upgrade in service, same fee as in item B above ~~Cutover only \$90.00~~
2. Branch circuit wiring only with no change in service equipment \$50.00. ~~Cutover with upgrade in service \$90.00 + meter base cost~~
 - ~~a. 200 amp meter base, single phase \$100.00~~
 - ~~b. 200 amp meter base, three phase \$240.00~~
 - ~~c. 400 amp meter base, single phase \$290.00~~
 - ~~d. 400 amp meter base, three phase \$400.00~~
3. ~~Branch circuit wiring only with no change in service equipment \$50.00~~

- D. New Commercial Construction: ~~240 volt, 3 wire, Single Phase Systems~~ (Including standalone services)

1. Base Fee \$120.00 + meter base cost
 - a. 200 amp meter base, single phase \$100.00
 - b. 200 amp meter base, three phase \$240.00
 - c. 400 amp meter base, single phase \$290.00

d. 400 amp meter base, three phase \$400.00

e. 600 amp meter base, single phase \$540.00

f. 600 amp meter base, three phase \$977.00

Base Fee \$120.00 + CT meter base cost + \$100 for every 100 amps above 600 amps

g. e. Single phase CT base \$114.00

h. f. Three phase CT base \$160.00

*CT rated services may require purchase of CT cabinet, confirm with electric utility

E. Miscellaneous Commercial Wiring

1. Cutover with upgrade in service, same fee as in item D above
2. Single Phase Cutover only \$120.00
3. Three Phase Cutover only \$150.00
4. Branch circuit wiring only with no change in service equipment \$75.00

G. Miscellaneous Wiring Inspection Fees

1. Mobile Home Service and Feeder Cable \$50.00

For up to 200 ampacity, single phase service

2. Mobile Home Feeder Cable \$25.00

From existing service equipment to mobile home sub panel

3. Swimming Pool \$90.00 each

Equipment bonding and all associated wiring from existing service equipment

H. Partial Inspections (All types) \$30.00 each

I. Re-inspection Fees: For defective or incomplete work

1. First re-inspection \$50.00
2. Subsequent re-inspections (for same item) \$100.00

For the installation or relocation of electrical equipment regulated by the NEC but not listed above

K. Construction Started Without Appropriate Permit(s) 3 × Total Cost of Permit

Agenda Item 9.C.

Consideration of Ordinance Amending Title 16 Buildings and Construction of the Edmond Municipal Code by Amending Section 16.16.130 Fee Schedule Associated with Electrical Permits; And by Adding New Section 16.16.131 Temporary Building Permits; And by Amending Section 16.06.530 Enclosures; And Providing for Repealer and Severability; And Providing an Effective Date. (Citywide)

March 25, 2024

Kirsten Ledington Director, Building & Fire Code Services
405-359-4752 Kirsten.ledington@edmondok.gov



Changes

- Replacing fees that were accidentally removed during the last code update for services over 600 amps
- Adding in a “Temporary Building” permit to avoid taking temporary (less than 2 years) structures through the site plan process
- Modifying the language of an exception made by the Oklahoma Uniform Building Code Commission for pool enclosures to align with other City ordinances

Recommendations

- Staff recommends approval.
- Development Impact Review Committee (DIRC) was given the opportunity for review and sees no issues with it.

City Council / Public Works Authority

9. D.

Meeting Date: 03/25/2024

Submitted For: Ken Bryan, Interim Director, Planning/Zoning
Email: Ken.Bryan@edmondok.gov , Phone: 405-359-4742

Submitted By: Kristi McCone, Planner, Planning/Zoning

Ward: 1

City Council Strategic Plan: N/A

Item

Case No. Z23-00012; Public Hearing and Consideration of Ordinance No. ____ Rezoning from “A” Single-Family to “PUD Z23-00012” Planned Unit Development for 601 W Main Street, Located on the Northwest Corner of Main and State Streets. (601 Edmond LLC; Ward 1)

Background

The applicant is requesting approval of a Planned Unit Development for the 13,300 square foot property at 601 W Main Street, on the northwest corner of Main and State. Currently, there is a single-family residence. The PUD proposes a future total of four (4) residential units on the property. A lot split will be requested to separate the two proposed Tracts.

Planning Department:

1. Tract descriptions –

- a. Tract One: This tract is the southern lot, as shown on the proposed plan. It currently has a single-family residence, which will remain. This tract also proposes allowing an extra dwelling in the future, for two residences on the lot.
- b. Tract Two: The northern tract is currently vacant. It proposes a two-family dwelling with access from State Street.

2. Setback requirements – There are no proposed setbacks internally on the site, other than the building separation required by Building and Fire Code regulations. Setbacks of twenty-five (25) feet are proposed from State Street, fifteen (15) feet from Main Street, five (5) feet from the western property line, and eight (8) feet from the alley on the north.

3. Surrounding uses and zoning – To the north, east, and south are developed residences all zoned “A” Single-Family. On the west are four developed units, zoned “B PUD” Two-Family Planned Unit Development.

4. Edmond Plan 2018 – The comprehensive plan designates the area as Urban Neighborhood. Single, two, and low-density multi-family zones are all appropriate for this category. It may be seen as a transition zone between the more intense downtown areas and suburban residential neighborhoods. Walkability and integration with the surrounding area are key.

5. Utilities – All Edmond utilities, including electric, are available.

Engineering Department:

6. Engineering – The Engineering Department supports the proposed Planned Unit Development.

Landscaping/Urban Forestry:

7. Anticipated impact to tree canopy cover, forested areas, and areas of the Cross Timbers ecosystem
– There are no existing trees on the property. Impact to tree canopy is difficult to anticipate due to no planting requirements applicable under the proposed use.

This item has been reviewed by the City Attorney's Office as to form and legality.

Time Frame

If approved, the ordinance will go into effect 30 days from the date of the City Council meeting.

Issue

Approval of the requested zoning map amendment will change the zoning district for the property as described.

Recommendations

The Edmond Planning Commission heard this item on March 5, 2024 and unanimously recommended approval. Staff recommends approval. Staff recommendations are based on a technical evaluation of the information provided at the time of review. Staff recommendations are advisory only and do not constitute Planning Commission or City Council decisions.

Action Needed

Motion to Approve.

Public Notification

Posted Agenda. Notices of the proposed item as well as the date, time, and location of the Planning Commission meeting and the City Council meeting were mailed to surrounding property owners within a minimum of 300 feet of the subject property as well as posted on the subject property. The title of the proposed ordinance, rezoning the property, was also published in the Oklahoman.

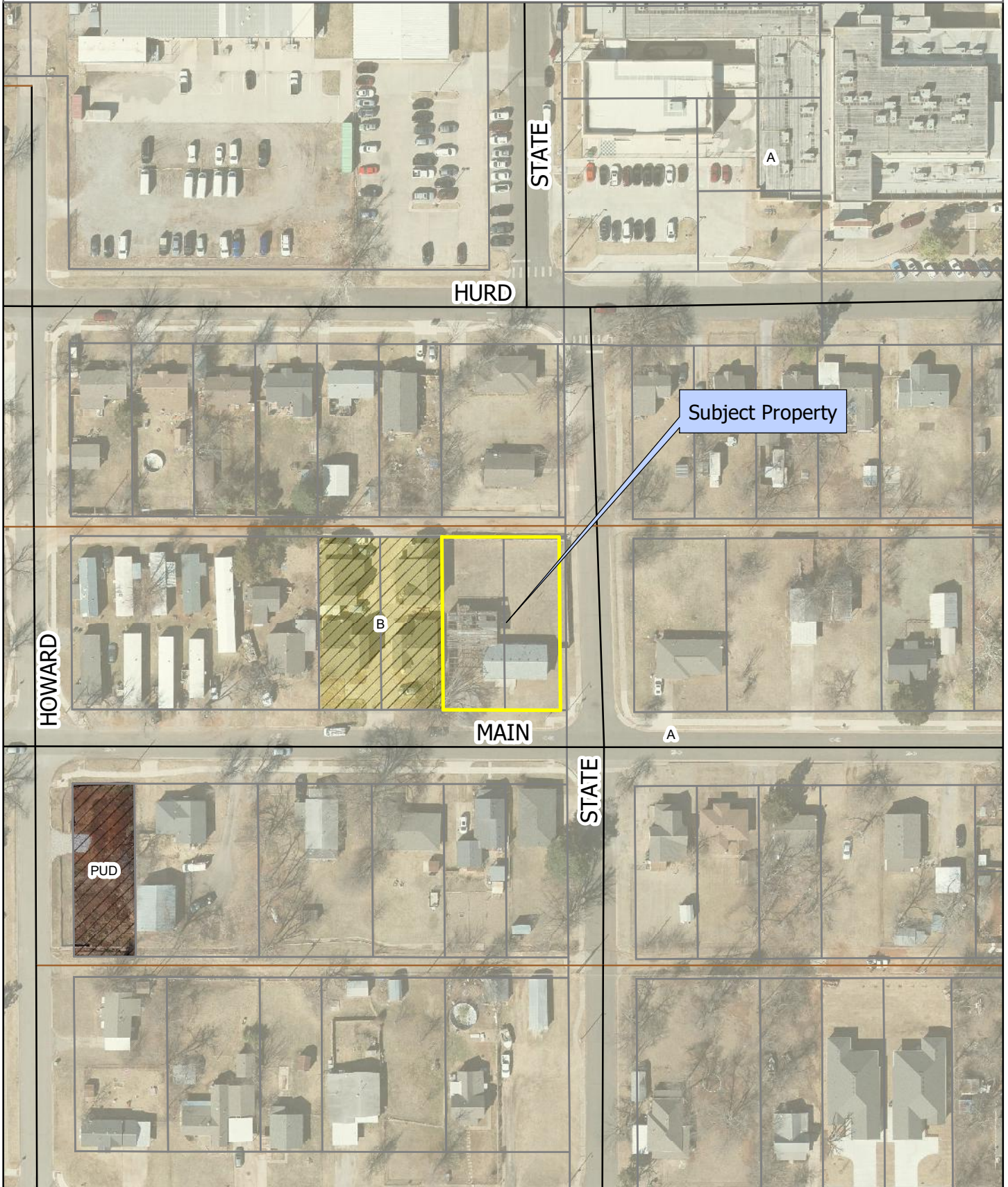
Attachments

Z23-00012 A

Z23-00012 O

Zoning Map

Z23-00012 601 W Main PUD



DISCLAIMER
The City of Edmond disclaims any warranty or merchantability or warranty for fitness of use for a particular purpose, expressed or implied, with respect to this data. Furthermore, the City of Edmond disclaims any responsibility for the accuracy or completeness of this data.



Aerial Map

Z23-00012 601 W Main PUD



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**Planned Unit Development
Design Statement
City of Edmond**

Name/Title of Planned Unit Development: 601 W Main Street

Project Information:

Owner(s)/Developer(s): 601 Edmond LLC

Prepared by: Jake Schoeffler of 601 Edmond LLC

General Location: 601 W Main Street
Edmond, OK 73003

Date: 1/15/2024

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Project Description

Project Name

601 W Main Street

Project Owner

601 Edmond LLC

General Location

The Planned Unit Development (PUD) of Main Street Addition, consisting of 13,300 SF is located within the SW/4 of Section 26, Township 14 N, Range 3 W, of the Indian Meridian, Edmond, Oklahoma. The subject property is located at **601 W Main Street**, Edmond, OK 73003.

Current Zoning

The subject property is presently two tracts zoned A for Single Family Dwelling. Surrounding properties are zoned and used for:

North:	A for Single Family Dwelling
East:	A for Single Family Dwelling
South:	A for Single Family Dwelling
West:	"B PUD" Two Family Planned Unit Development – Z060027

The surrounding properties in the general area have similar uses that would be allowed in the proposed Specific Purpose Dwelling District, with Mixed Public and Private Utility Services base zoning district. The proposed development is consistent with the current developments and demands in the area.

Edmond Plan, Plan Category

Urban Neighborhood

Project Description/Concept

The property currently has a house which sits on the south half of Lots 29-32 Block 12. The house was built in 1949 and is approximately 1,176 square feet. There is a metal frame structure immediately to the west of the house which includes a cinder block wall. There are no trees on subject lots. The property is not located within the FEMA 100 year floodplain.

The concept for this PUD is to create two tracts. TRACT 1 will consist of the original house on the south half of Lots 29-32. While TRACT 2 will consist of north half of Lots 29-32. The developers will build a Two Family Dwelling on TRACT 2 and would like the ability in the future to build a Two Family Dwelling on TRACT 1.

Development Standards

Uses

Single Family Dwelling and Two-Family Dwellings shall be permitted within this PUD

Design Regulations

Variances to B District development regulations

Setbacks – No internal setbacks between buildings, except those required by Building & Fire Codes.

From State Street: 25 Feet

From Main Street: 15 Feet

From West Side of Property: 5 Feet

From North Side (Alley Facing) : 8 Feet

Building Height - PUD shall not vary from the City of Edmond Land Development Code

Tract Information

Acreage, allowable land uses, densities, etc. - The Tract is currently zoned for A for Single Family Dwelling and is approximately .30 acres or 13,300 SF.

Maximum dwelling units – 4 dwelling units upon approval.

Utility Service

Water - Water facilities for this property are available through the City of Edmond. An existing water line is located on the southside side of the property. The current house will keep its water connection. The new construction on Tract 2 will run a new water line through its “panhandle” to the main water line on southside of the property.

Sewer - Public sanitary sewer facilities are available for this property through the City of Edmond. Existing sanitary sewer lines are located at the North and East of the property. The existing house will reroute its service sewer line to connect to the main on the East side of property. The new construction on Tract 2 will connect its service sewer line to the main North of the property.

Electric - Electric facilities for this property are available through Edmond Electric. Gas facilities for this property are available through ONG. Data service facilities for this property are available through Cox Cable and AT&T. Proper coordination with the various utility companies will be made in conjunction with this development

Special Conditions

Façade Regulations - Exterior building wall finish on all main structures, exclusive of windows and doors, shall consist of a minimum 50% brick veneer, rock or stone masonry, drivet, rock, stone, fiber cement siding also known as James Hardie siding, or other similar type finish. Vinyl shall not be permitted.

Landscape Regulations - All landscaping shall comply with the regulations set in the City of Edmond Landscaping Code.

Lighting Regulations - All lighting shall comply with the regulations set in the City of Edmond Zoning Regulations.

Screening Regulations - All screening shall comply with the regulations set in the City of Edmond Zoning Regulations.

Sensitive Border - All Sensitive Border shall comply with the regulations set in the City of Edmond Zoning Regulations.

Street and Access Regulations – Access to this PUD shall be derived from W Main Street and the usable Public Alley.

Description of proposed streets

Number of Access Points & Driveway Separation – There will be 1 driveway allowed for Tract 1 and 6 parking spaces accessed through the Public Alley for Tract 2. Public Alley will remain gravel.

Parking Regulations – Each dwelling unit will have 4 parking spaces; garage, driveway spaces and parking along N State Street and Main Street shall count toward the parking requirements.

Sidewalk Regulations - Sidewalks will be required in this PUD.

Signage Regulations - Signs within this PUD shall be in accordance with City of Edmond Zoning Regulations.

Open Space/Recreation Areas There will be no common areas or recreation areas within this PUD.

Project scheduling/phasing – There will be only one phase on this project. We anticipate starting construction within 90 days from PUD approval.

Platting Requirements – Property will be split through the lot split process within the City of Edmond.

Encroachments: Fencing encroaching on State Street shall be removed.

Exhibit: Proposed Master Plan

Exhibit: General Circulation Plan

General Circulation Plan



Exhibit: Legal Description

LEGAL DESCRIPTION

A tract of land lying in the West-Half (W/2) of the Southwest Quarter (SW/4) of Section TWENTY-SIX (26), Township FOURTEEN (14) North, Range THREE (3) West of the Indian Meridian, Edmond, Oklahoma County, Oklahoma being more particularly described as follows: AKA 601 W. Main St., Edmond, OK 73003.

Lots Twenty-nine (29), Thirty (30), Thirty-one (31) and the West Twenty (20) Feet of Lot Thirty-two (32), Block Twelve (12), MAIN STREET ADDITION, to the City of Edmond, Oklahoma County, Oklahoma, according to the recorded plat thereof.

Containing 13,299.577 Square Feet or 0.3053 Acres, more or less.

Subject to all easements, restrictions and covenants of record.

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PROPERTY FROM “A” SINGLE-FAMILY TO
“PUD” PLANNED UNIT DEVELOPMENT.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF EDMOND,
OKLAHOMA.

SECTION 1. The following described property, to-wit:

Generally located on the northwest corner of N State Street & W Main Street and
legally described as:

A tract of land lying in the West-Half (W/2) of the Southwest Quarter (SW/4) of Section
TWENTY-SIX (26), Township FOURTEEN (14) North, Range THREE (3) West of the
Indian Meridian, Edmond, Oklahoma County, Oklahoma being more particularly
described as follows: AKA 601 W. Main St., Edmond, OK 73003.

Lots Twenty-nine (29), Thirty (30), Thirty-one (31) and the West Twenty (20) Feet of Lot
Thirty-two (32), Block Twelve (12), MAIN STREET ADDITION, to the City of
Edmond, Oklahoma County, Oklahoma, according to the recorded plat thereof.

Containing 13,299.577 Square Feet or 0.3053 Acres, more or less.

Subject to all easements, restrictions and covenants of record.

Is now rezoned from “A” Single-Family to “PUD” Planned Unit Development.

SECTION 2. This change in zoning shall be shown upon the Zoning Districts Map of the
City of Edmond, on file in the office of the City Planner in the City of Edmond Planning
Department, 7 N Broadway, Edmond, Oklahoma.

READ AND APPROVED in an open meeting of the Edmond City Council

This _____ day of _____, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED as to form and legality this _____ day of _____, 2024.

CITY ATTORNEY