

City of Norman, OK

Municipal Building
Council Chambers
201 West Gray
Norman, OK 73069



City Council

Tuesday, September 10, 2024

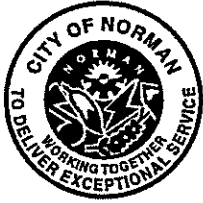
6:30 PM

Director of Parks and Recreation

City Council, Norman Utilities Authority, Norman Municipal Authority,
and Norman Tax Increment Finance Authority

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

Councilmembers Austin Ball, Ward 1, Matthew Peacock, Ward 2, Bree Montoya, Ward 3, Helen Grant Ward 4, Michael Nash, Ward 5, Joshua Hinkle, Ward 6, Stephen Tyler Holman, Ward 7, Scott Dixon, Ward 8, Mayor Larry Heikkila.



CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, September 10, 2024 at 6:30 PM

AGENDA

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CITY COUNCIL, NORMAN UTILITIES AUTHORITY, NORMAN MUNICIPAL AUTHORITY, AND NORMAN TAX INCREMENT FINANCE AUTHORITY

You are required to sign up in advance of the meeting on the City's webpage, by calling the City Clerk's Office (405-366-5406), or at the Council Chambers prior to the start of the meeting with your name, ward, and item you wish to speak to including whether you are a proponent or opponent. When the time comes for public comments, the Clerk will call your name and you can make your way to the podium. Comments may be limited on items of higher interest, if so, the Mayor will announce that at the beginning of the meeting. Participants may speak one time only up to 3 minutes per person per item. There will be no yielding of time to another person. Sign up does not guarantee you will get to speak if the allotted time for that item has already been exhausted. If there is time remaining after those registered to speak have spoken, persons not previously signed up may have the opportunity to speak. Comments received must be limited to the motion on the floor only.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2324-4: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF SEPTEMBER 17 THROUGH 23, 2024 AS CONSTITUTION WEEK IN THE CITY OF NORMAN.

COUNCIL ANNOUNCEMENTS

CONSENT DOCKET

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 2 through Item 10 be placed on the consent docket.

Approval of Minutes

2. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES AS FOLLOWS:

CITY COUNCIL FINANCE COMMITTEE MEETING MINUTES OF AUGUST 15, 2024.
CITY COUNCIL STUDY SESSION MEETING MINUTES OF OCTOBER 3, 2023.

Authorization for Purchase

3. CONSIDERATION OF AUTHORIZATION, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT FOR THE PURCHASE OF LIFT STATION D REPLACEMENT PUMP FROM HAYNES EQUIPMENT COMPANY IN THE AMOUNT OF \$88,445, SOLE SOURCE AUTHORIZATION, AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.
4. CONSIDERATION OF AUTHORIZATION, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT FOR THE PURCHASE OF REPLACEMENT CAGES AND KENNEL RUNS FROM THE MIDMARK CORPORATION IN THE AMOUNT OF \$79,591.39 FOR THE ANIMAL WELFARE CENTER.

Donation

5. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$5,000 FROM LANDERS CHEVROLET OF NORMAN TO BE USED BY THE NORMAN INVESTIGATIONS CENTER TOWARD THE COST OF UPGRADING EXISTING OUTSIDE-FACING WINDOWS AND DOORS FOR INCREASED SAFETY AND SECURITY; AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

Easement

6. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2425-5 UTILITY AND DRAINAGE EASEMENT SERVING PINE CREEK ADDITION, BLOCK 2 LOTS FIVE THROUGH 22.

Contracts

7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT TWO TO CONTRACT K-1920-116: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND COWAN GROUP ENGINEERING, INCREASING THE CONTRACT AMOUNT BY \$6,200 FOR A REVISED CONTRACT AMOUNT OF \$609,215 TO PROVIDE ADDITIONAL DESIGN SERVICES FOR THE JAMES GARNER-ACRES STREET TO DUFFY STREET 2019 BOND PROJECT.
8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER FOUR TO CONTRACT K-1920-133: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND CROSSLAND CONSTRUCTION COMPANY, INC., FOR THE NORMAN FORWARD SENIOR WELLNESS PROJECT AND FINAL ACCEPTANCE AND PAYMENT.
9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2122-81: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND CROSSLAND CONSTRUCTION COMPANY, INC., FOR GRIFFIN PARK PHASE VI OF THE GRIFFIN PARK REMODEL PROJECT OF FINAL ACCEPTANCE AND PAYMENT.
10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2425-49: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE CENTER FOR CHILDREN AND FAMILIES, INC. IN THE AMOUNT OF \$150,000 FOR USE IN THE BOYS & GIRLS CLUB OF NORMAN.

NON-CONSENT ITEMS

11. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-14: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF SECTION THIRTY-FIVE (35), TOWNSHIP NINE (9) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE COMMERCIAL DESIGNATION, OPEN SPACE DESIGNATION, HIGH DENSITY RESIDENTIAL DESIGNATION, AND LOW DENSITY RESIDENTIAL DESIGNATION AND PLACE THE SAME IN THE MIXED USE DESIGNATION. (GENERALLY LOCATED SOUTH OF WEST MAIN STREET, WEST OF ED NOBLE PARKWAY, NORTH OF WEST LINDSEY STREET, AND EAST OF 36TH AVENUE SOUTHWEST)

12. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-3 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE SECTION THIRTY-FIVE (35), TOWNSHIP NINE (9) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE C-2, GENERAL COMMERCIAL DISTRICT; RM-6, MEDIUM-DENSITY APARTMENT DISTRICT WITH PERMISSIVE USE FOR A GOLF COURSE; PL, PARK LAND DISTRICT; AND PUD, PLANNED UNIT DEVELOPMENT DISTRICT AND PLACE THE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED SOUTH OF WEST MAIN STREET, WEST OF ED NOBLE PARKWAY, NORTH OF WEST LINDSEY STREET, AND EAST OF 36TH AVENUE SOUTHWEST)

13. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2425-3 A PRELIMINARY PLAT FOR THE BOB MOORE FARMS NORTH ADDITION, A PLANNED UNIT DEVELOPMENT, (GENERALLY LOCATED APPROXIMATELY ONE-QUARTER MILE SOUTH OF WEST MAIN STREET ON THE EAST SIDE OF 36TH AVENUE SW).

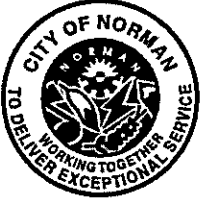
MISCELLANEOUS COMMENTS

This is an opportunity for citizens to address City Council. Due to Open Meeting Act regulations, Council is not able to participate in discussion during miscellaneous comments. Remarks should be directed to the Council as a whole and limited to three minutes or less.

ADJOURNMENT

File Attachments for Item:

8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER FOUR TO CONTRACT K-1920-133: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND CROSSLAND CONSTRUCTION COMPANY, INC., FOR THE NORMAN FORWARD SENIOR WELLNESS PROJECT AND FINAL ACCEPTANCE AND PAYMENT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 9/10/2024

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER FOUR TO CONTRACT K-1920-133: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND CROSSLAND CONSTRUCTION COMPANY, INC., FOR THE NORMAN FORWARD SENIOR WELLNESS PROJECT AND FINAL ACCEPTANCE AND PAYMENT.

BACKGROUND:

In October 2015, Norman citizens passed the NORMAN FORWARD initiative, funding various quality-of-life projects through a ½% sales tax increase over 15 years. The NORMAN FORWARD Initiative included authorization for a project to construct a new Senior Citizen's Recreation Center. Supplemental funding for the project was also allocated by the City Council from the City's Congressional Coronavirus Aid, Recovery and Economic Security Act reimbursements (Resolution R-2021-69). After ongoing community input, the scope of the project was expanded into a Senior Wellness Center.

The Senior Wellness Center (Adult Wellness and Education Center, or "AWE Center") is located on City-owned land on the southeast corner of Norman Regional Health System's (NRHS) Porter Campus, off North Findlay Avenue. The AWE Center includes an indoor heated saltwater pool with lap swimming, water walking, and hydrotherapy seating; an indoor walking track and training space; a fitness-classroom area; lounge and game rooms; both wet and dry craft areas; small prep and demonstration kitchen; and multipurpose rooms that can be used for eating, events, classes, theatrical plays, games, and much more. The AWE Center opened to the public on November 13, 2023.

DISCUSSION:

On April 13, 2021, the City Council approved Contract K-2021-115 with Crossland Construction to provide construction management at-risk (CMaR) services for the Senior Wellness project. The initial contract amount of \$26,320 was approved to provide pre-construction services, which included plan review, design assistance, bidding services, and value engineering.

On December 14, 2021, the City Council approved Amendment One to Contract K-2021-115 for a Guaranteed Maximum Price (GMP) of \$2,022,408 for steel fabrication and erection. The first

GMP included construction contingency, general conditions for the entire project, and indirect costs, including bonding, insurance, and CMAr fees (profit), making a then-cumulative total for Contract K-2021-115 of \$2,048,728.

On February 22, 2022, City Council approved Amendment Two to Contract K-2021-115 for \$2,758,144 with Crossland Construction for site demolition, foundation, pools, utilities, and portions of the upward construction, making the then-cumulative total for Contract K-2021-115 of \$4,806,872.

On March 22, 2022, City Council approved Amendment Three to Contract K-2021-115 for \$1,295,200 with Crossland Construction to fabricate and install the HVAC system for the Senior Wellness Center, making a then-cumulative total for Contract K-2021-115 of \$6,102,072.

On May 24, 2022, the City Council approved Amendment Four to Contract K-2021-115 for \$5,056,449 with Crossland Construction for Masonry, Miscellaneous Steel, Roofing, Millwork, Metal Panels, Windows and Glazing, Doors, Sheetrock Flooring, Signage, Plumbing, Site Utilities, Electrical, and moving AT&T utility lines for the Senior Wellness Center, making a then-cumulative total for Contract K-2021-115 of \$11,158,521.

On June 28, 2022, the City Council approved Amendment Five to Contract K-2021-115 for \$423,737 with Crossland Construction for waterproofing; Exterior Finish and Insulation Systems; flooring and wall tile specialties; and partitions for the Senior Wellness Center, making the then-cumulative total for Contract K-2021-115 \$11,582,258.

On December 12, 2022, the City Council approved Amendment Six to Contract K-2021-115 for \$1,197,276.74 with Crossland Construction for architectural stone masonry, painting and wallcoverings, signage, a fire alarm system, asphalt paving, fencing, and the outdoor pickleball court for the Senior Wellness Center, making the then-cumulative total for Contract K-2021-115 \$12,779,534.74.

Construction began in the winter of 2021 and was substantially completed in October 2023, with the facility opening to the public in November of 2023. All items have been completed, and the project is ready for final acceptance. The final amount of the construction contract totaled \$12,747,055.77, a savings of \$6,161.97. The final payment application submitted by the contractor on May 14, 2024, is in the amount of \$649,450.77. Adequate funds are available for this contract in the Norman Forward Senior Wellness Project; Construction (account 51793365-46101; project NFP111).

RECOMMENDATION:

It is recommended that the City Council accept the NORMAN FORWARD Senior Wellness Project and approve payment in the amount of \$649,450.77 to Crossland Construction.

File Attachments for Item:

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2122-81: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND CROSSLAND CONSTRUCTION COMPANY, INC., FOR GRIFFIN PARK PHASE VI OF THE GRIFFIN PARK REMODEL PROJECT OF FINAL ACCEPTANCE AND PAYMENT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 9/10/2024

REQUESTER: Wade Thompson, Parks Manager

PRESENTER: Jason Olsen, Parks and Recreation Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2122-81: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND CROSSLAND CONSTRUCTION COMPANY, INC., FOR GRIFFIN PARK PHASE VI OF THE GRIFFIN PARK REMODEL PROJECT OF FINAL ACCEPTANCE AND PAYMENT.

BACKGROUND:

In October 2015, Norman citizens passed the Norman Forward Initiative, which will fund various projects through a ½ % sales tax increase over 15 years. The Norman Forward Initiative includes an upgrade of the Griffin Park Soccer Complex. Eventually, all of the Griffin Park sports fields will be converted to soccer and will consist of 22 youth fields.

DISCUSSION:

On December 14, 2021, the City Council approved Contract K-2122-81 with Crossland Construction to provide construction management at-risk (CMaR) service for the Griffin Park Remodel Project. The initial contract amount of \$14,450 was approved to provide pre-construction services, which, to date, have included plan review, scheduling, and bidding services.

On February 8, 2022, NMA/City Council approved Amendment / Guaranteed Maximum Price (GMP) #1, which included earthwork, demolition, site concrete, painting, fencing, and landscaping; estimating and construction contingencies; general conditions for the entire project; and indirect costs, which included bonding, insurance, and CMaR fees. The total for GMP #1 was \$1,370,970, including pre-construction services for \$14,450. NMA/City Council approved the final payment on January 10, 2023, in the amount of \$61,399.28 for a total of \$1,227,984.96. The remaining contingency funds \$142,985.04 were returned to the Norman Forward Griffin project balance.

On July 26, 2022, NMA/City Council Approved Amendment / Guaranteed Maximum Price (GMP) #2, which included demolition, concrete, masonry, structural steel, door assemblies supply, flooring and wall tile, painting, signage, plumbing, HVAC, electrical, earthwork, site concrete,

asphalt, fencing, irrigation, sprigging, sod & mulch, site furnishings, site utilities, and storm sewer systems. The total for the work bid was \$6,576,243 (making the then-cumulative total for Contract K-2122-81 equaling \$7,947,213).

On January 24, 2023, NMA/City Council Approved Amendment/Guaranteed Maximum Price (GMP) #3 included a drive connecting the southeast parking lot to the High Meadows Dr. intersection. This intersection and entrance movement was identified as part of the traffic study specifically for the Griffin Park Remodel in 2017, and it outlined this section of road to be added to increase the flow of traffic entering and exiting Griffin Park. The Total for GMP #3 was \$568,189 (making the then-cumulative total for contract K-2122-81 equaling \$8,515,402).

On August 22, 2023, NMA/City Council Approved Amendment/Guaranteed Maximum Price (GMP) #4 included a road connecting the Griffin Community Dog Park and Griffin Disc Golf Course to the High Meadows Dr. Intersection and removing the entrance into Griffin Park north of High Meadows Dr. It will also connect to the previously approved East Park Road GMP #3. The additional park road connecting the north and south sides of Griffin Park was also identified as part of the traffic study specifically for the Griffin Park Remodel in 2017, and it outlined this section of road to be added to increase the flow of traffic entering and exiting Griffin Park. The total for GMP #4 was \$347,481 (making the Cumulative total for contract K-2122-81 equaling \$8,862,883)

On September 28, 2023, the project reached substantial completion. Crossland Construction has completed all work under Contract K-2122-18 AMD #2, #3, and #4.

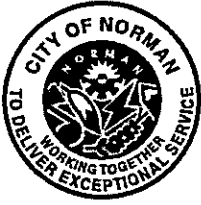
Eighteen pay applications were submitted and approved throughout the project, totaling \$8,862,833 to the contractor and \$7,419,248.78 in owner-direct payment invoices for services and materials. The Final payment Application submitted by the contractor on May 14, 2024, is in the amount of \$185,485.77. Adequate funds are available for this contract in the Griffin Park Remodel project, Construction (account 51796639-46101; NFB001).

RECOMMENDATION:

It is recommended that the City Council/The Norman Municipal Authority accept the NORMAN FORWARD of the Griffin Park Phase 6 – Park Remodel Project as final and approve payment in the amount of \$185,485.77 to Crossland Construction. Funding is available in the Norman Forward Griffin Park Phase VI of the Griffin Park Remodel Project, Construction (account 51796639-46101; project NFB001).

File Attachments for Item:

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2425-49: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE CENTER FOR CHILDREN AND FAMILIES, INC. IN THE AMOUNT OF \$150,000 FOR USE IN THE BOYS & GIRLS CLUB OF NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/10/2024

REQUESTER: AshLynn Wilkerson, Assistant City Attorney

PRESENTER: Rick Knighton, Interim City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2425-49: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE CENTER FOR CHILDREN AND FAMILIES, INC. IN THE AMOUNT OF \$150,000 FOR USE IN THE BOYS & GIRLS CLUB OF NORMAN.

BACKGROUND:

During the budgeting process for fiscal year 2024-2025 (FYE 2025), a number of requests from non-profit agencies for General Fund budget allocations were specifically reviewed, discussed, and approved by Council. Pursuant to those discussions, funding agreements were prepared and submitted to the various agencies for their execution. One of those agencies is the Center for Children and Families, Inc.

DISCUSSION:

The FYE 2025 agreement which comes before Council at this time is the same basic form agreement for all agencies. The signed agreement provides that the Center for Children and Families, Inc. will use City funds of \$150,000 to assist with the operation of the Boys & Girls Club of Norman.

The agreement includes a reporting procedure by the agency to the Council of expenditures of the funds in an amount not to exceed \$150,000. The agreement also provides for cancellation by either party with thirty (30) days written notice and specifically provides for cancellation and return of any unexpended funds should the agency fail to use the funds for the purpose for which they are intended or should the agency be dissolved or cease to exist any time during the contract period.

The agreement also includes an automatic renewal provision [section D(5)], which provides that the agreement automatically renews annually provided that the Agency requests the same amount of funding each year and City Council appropriates sufficient funding in the budget.

RECOMMENDATION:

Staff recommends that the funding agreement submitted herewith be approved. Funds in the amount of \$150,000 should be disbursed from City Council-Contributions and Organizations (10110101-44741).

FUND DISBURSEMENT AGREEMENT

This agreement is made and entered into on the _____ day of September, 2024, by and between the City of Norman, Oklahoma, a municipal corporation, ("City") and The Center for Children and Families, Inc., ("Organization"), witnesseth:

- A. WHEREAS, the Organization desires to provide services to the citizens of the City, specifically for low-income youth, through the Boys & Girls Club of Norman.
- B. THAT IN CONSIDERATION for the performance by the Organization of the covenants and agreements as specified herein, the City covenants and agrees:
1. To disperse to the Organization the sum of \$150,000 to be used in the Boys & Girls Club of Norman. Said funds shall be used for this purpose and for no other purpose.
 2. It is the intent of the City that the amount of funds dispersed be used as provided in the request attached hereto marked Exhibit "A" and made a part hereof.
- C. THAT IN CONSIDERATION for the performance of the covenants and agreements of the City as stated herein, the Organization covenants and agrees:
1. To expend funds granted by the City for the purpose as listed above in Section B.
 2. To allow a representative of the City to hold an ex-officio position on the Organization's Board of Directors, if requested by the City.
 3. To provide a written annual report on the activities of the Organization to the City, said report to be sent to the attention of the Norman City Clerk. Said report shall also include documentation that the funds provided herein were spent solely for the purposes listed above in Section B, which are to benefit the citizens of the City.
- D. It is further understood and agreed by both parties:
1. In the event the Organization is dissolved all such funds not yet expended for the purposes provided herein shall immediately revert back to the City and the Organization shall immediately deliver such unexpended funds to the City.
 2. The Organization agrees to keep accurate records of all receipts and collections of its income in a manner approved by the City. The Organization shall make such records available for inspection by the City at any time upon demand and shall submit such records to whomever the City may designate hereafter for the purpose of auditing such records.
 3. In the event the Organization should mishandle the expenditure of funds as provided herein, such action will be considered a breach of this Agreement, and any unexpended funds as provided by this Agreement, from the date of notice by

the City, shall immediately revert back to the City and the Organization shall immediately deliver such unexpended funds to the City.

4. This Agreement may be canceled by either party upon the giving of thirty (30) days written notice of cancellation to the other. Upon cancellation, any unexpended funds as provided by this Agreement, from the date of notice of cancellation, shall immediately revert back to the City, and the Organization shall immediately deliver such unexpended funds to the City.
 5. This Agreement shall automatically renew annually upon City Council approval of the annual budget subject to, and contingent upon, the appropriation of funds sufficient to fund the amount in this Agreement. In any event the Organization requests a different amount of funding or proposes a different purpose for expenditure of the funds, a new agreement would be required.
- E. It is further understood and agreed by both parties that the Organization and any employee of the Organization is a separate entity from the City, the Organization and its employees are responsible for its actions, and that the Organization agrees to indemnify and save harmless the City from all fines, suits, proceedings, claims, demands, action, loss, and expense from liability of any kind whatsoever (including but not limited to attorney fees for costs incurred in litigation) and from any person whomsoever asserting the same arising or growing out of or in any way connected with the Organization's management, operation and services.
- F. Upon approval and execution, this Contract K-2425-49 shall entirely supplant and replace any previously executed Fund Disbursement Agreement(s) between the Parties, which shall then be considered null and void by the Parties.
- G. There are no other terms, either express or implied, than those expressly stated herein.
- H. In witness hereof, the parties hereto have executed this Agreement on the day first above written.

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CENTER FOR CHILDREN & FAMILIES, INC.



Executive Director

ATTEST:

Secretary

THE CITY OF NORMAN

Approved as to form and legality by the office of the City Attorney this _____ day of September, 2024.

Office of the City Attorney

Approved by the Norman City Council this _____ day of September, 2024.



Mayor

ATTEST:

City Clerk



EXHIBIT A

Empowering Youth

For more than twenty years, the City of Norman has provided substantial financial support to Center for Children and Families, Inc. (CCFI) for free or very low cost after school services for low-income youth residing in Norman. For 16 years, Neighborhood Centers services were provided on school sites in the Wilson/Longfellow and Kennedy/Irving neighborhoods. In July 2015 Boys & Girls Club of Norman (BGCN) was implemented to expand the number of youth served, increase hours of service to 20 hours over 5 days per week, and benefit from the program curricula, training, quality standards and other support provided by Boys & Girls Club of America.

In 1999, Neighborhood Centers was developed as a community collaboration to respond to high needs neighborhoods representing a significant percentage of the overall poverty and juvenile crime in the City of Norman. In subsequent years, a review of crime data from the Norman Police Department suggested that the implementation of Neighborhood Centers correlated with a significant and sustained decrease in juvenile arrests.

Boys & Girls Club of Norman's target population continues to be children and youth who reside in neighborhoods with high poverty and crime rates, many of whom have experienced relationship trauma such as domestic violence, child abuse or neglect. As a program of CCFI, BGCN is able to benefit from the expertise of CCFI professional staff and its 50 years of experience addressing the needs of families struggling with trauma. Most of the enrolled members come from Adams, Jefferson, Kennedy, and Wilson Elementary Schools, Irving, Alcott, Whittier, and Longfellow Middle Schools with a few from Norman High and Norman North High Schools. Norman Public Schools transports students from six of these school sites and Club members are able to walk from Longfellow Middle School nearby schools. A Club site operates on location for students at Irving Middle School.

Melissa Klink serves as the CEO of CCFI overseeing multiple programs in the agency, including Boys & Girls Club of Norman. Her history in non-profit mental healthcare, helps drive the advocacy and trauma-informed work of the Club. The Boys & Girls Club is led by Executive Director Whitney Dunn, with her Social Services Director Lee Brandon. Whitney has extensive experience leading afterschool youth programming. Lee is a Licensed Clinical Social Worker with several years of experience leading after school programs and working as a therapist with low income families who have experienced significant trauma. Lee's background has facilitated the further development of a trauma-informed approach to after school services. The trauma informed approach includes increased structure, lower youth to adult ratios and creative and individually tailored interventions to help youth resolve conflicts and learn to manage strong feelings without aggressive behavior.

The overall goals of BGCN prevention services are 1) safety and a sense of belonging 2) avoidance of crime, delinquency and other high-risk behaviors, 3) academic success, 4) healthy lifestyles and 5) character and leadership skills. As members arrive from school, the Regional Food Bank of Oklahoma supported Kids Cafe provides a healthy dinner. Following dinner, members have kid choice time to spend on the playground, the outdoor basketball court or the gym. In addition, members have access to an extensive library of books, a newly renovated art room, a brand new STEM lab, and many enrichment activities. Each day, Club members participate in Power Hour with staff and volunteer support to complete homework, engage in STEM projects and other interactive academic enrichment activities. Other programming is offered using curricula provided through Boys & Girls Club of America such as Smart Moves, to promote self-awareness, healthy habits, decision

making and goal setting and Career Launch, to promote job-readiness and career preparation for teens. Before members leave for home each day they receive a healthy snack.

In 2023 Boys & Girls Club of Norman served a total of 170 club members, which included 115 members at our main location and 55 members at our Irving Middle School location. As many youth are still recovering from learning loss and mental health challenges due to the pandemic, supports like the Boys & Girls Club of Norman are more important than ever. Over 1/3 of our Club members have an IEP or 504 learning plan and we are able to adapt academic success programming to help them succeed in and out of the classroom. Approximately 25% of our Club members also access counseling services at our organization to help them heal from complex trauma.

Here are some of our recent outcomes that demonstrate supports at BGCN:

- 90% of members reported the club provides a safe and positive environment.
- 70% of BGCN members report they are building healthy supportive relationships with adults
- 85% of members feel a sense of belonging at the Club
- 100% of members participate in Academic Success programming
- 100% of members participate in Character & Leadership programming

CCFI is grateful for the many public and private partners who make financial and in-kind investments in Boys & Girls Club of Norman. These partnerships and their impact on children, youth and their families would not be possible without the steadfast commitment of the City of Norman. Partner organizations we work with include:

- **United Way of Norman:** United Way of Norman provides funding for BGCN and works to support the quality of youth development and out-of-school time services throughout the community.
- **Norman Public Schools:** Norman Public Schools allows BGCN members to utilize school buses, vans, and other resources at no cost to the program. Bus transportation is provided from four elementary schools and two middle schools daily throughout the school year.
- **University of Oklahoma:** BGCN serves as a practicum, internship, and volunteer site for many OU students. Approximately 100 OU students associated with a wide range of campus groups - including service organizations, fraternities and sororities - have volunteered with or worked to support the program.
- **Community Afterschool Program:** Staff and volunteers from CASP provide individualized tutoring to Club members to help them improve academic confidence and performance.

Financial Information

Page 4 of this report is the FY 2024 and Estimated FY 2025 revenues and expenses for Boys & Girls Club of Norman. The FY 2024 Budget includes one-time expenses including grant funding conferences. The FY 2025 Preliminary Budget reflects reductions in shared support staff and other expenses that are based on relative program size across the agency. The 2022 audited financial statements and 990s tax returns are attached.

Fees for Service: Boys & Girls Club of Norman charges its members twenty dollars per school year and twenty dollars for summer camp with fee reductions and waivers available based on need. Membership fees represent approximately 1% of the program budget.

Actions to Generate Income: In addition to the City of Norman funding, operating costs for the Club are funded from Elementary and Secondary School Emergency Relief (ESSER) funds for after school programs, United Way of Norman, foundation and corporate grants and small state contracts. Planning is underway to replace the pandemic related ESSER funding, scheduled to end July 31, 2024.

In addition to making personal financial contributions to the agency, the CCFI Board of Directors continues to seek supplementary funding sources to reduce the impact of a down philanthropic climate. The Sustainable Funding Committee works closely with the Development and Communication Team to oversee the resource development process and find ways to diversify revenue for CCFI. All Board members participate in our annual end of year campaign by identifying and soliciting individual and corporate prospects.

Fiscal Year 2025 Request

For FY 2024, the City of Norman generously provided \$120,000 to support the Boys & Girls Club of Norman Partnership. **CCFI respectfully requests that the City of Norman increase its investment by 25% to \$150,000 for FY 2025.**

This continued investment in BGCN will support the staffing levels required for the high need population served. A minimum 12:1 student to staff ratio is required to provide the high-quality, structured programming and additional support for students struggling with emotional and behavioral problems.

In addition, we are serving more members than ever before, with almost half of our Club members being teens. It is crucial that we invest in our teens as they are rapidly approaching adulthood in our community.

We sincerely appreciate the ongoing support of the City of Norman and its dedication to improving the lives of children in our community.

Respectfully,



Melissa Klink, Chief Executive Officer
Center for Children and Families, Inc.

Revenue	FY 24	Est FY 2025
United Way	48,788	47,000
Donor Contributions	34,577	140
Foundations	80,000	63,000
City Fees & Grants	120,000	150,000
State & Federal Fees and Grants	309,206	290,776
Program Fees	4,500	4,500
Total Revenue	597,071	555,416
Expense		
Salary & Wages	385,801	367,569
Benefits	95,797	96,444
<i>Total Salary & Benefits</i>	481,599	464,014
Operating Expenses		
Professional Fees	7,165	4,850
Supplies	15,916	16,683
Telephone Expense	5,152	4,096
Postage and Shipping	591	570
Occupancy	33,947	29,394
Outside Printing & Artwork	2,761	2,663
Transportation	2,675	700
Conferences, Conventions & Meetings	9,752	1,193
Subscriptions and Licensure	12,680	11,089
Specific Assistance to Individ.	2,498	398
Rental, Maintenance of Equipment allocated	824	471
Insurance allocated	13,971	13,880
Equipment Acquisition allocated	1,542	994
Miscellaneous Expenses allocated	5,997	4,422
<i>Total Operating Expense</i>	115,473	91,403
Total Expenses	597,072	555,416

Note:

FY 24 includes one-time expenses including grant funded conferences.

FY 25 reflects reductions in shared support staff and other expenses that are based on relative program size across the agency.

City of Norman, OK

Municipal Building
Council Chambers
201 West Gray
Norman, OK 73069



Meeting Agenda

Tuesday, September 24, 2024

6:30 PM

DIRECTOR OF PARKS AND RECREATION

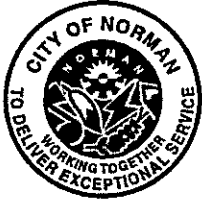
City Council, Norman Utilities Authority, Norman Municipal Authority, and Norman Tax Increment Finance Authority

City Council

*Austin Ball, Ward 1, Matthew Peacock, Ward 2, Bree Montoya, Ward 3,
Helen Grant Ward 4, Michael Nash, Ward 5, Joshua Hinkle, Ward 6,
Stephen Tyler Holman, Ward 7, Scott Dixon, Ward 8, Mayor Larry Heikkila.*

File Attachments for Item:

12. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-41: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$70,000 FROM THE FACILITIES ASSESSMENT PROJECT TO CITY HALL EXECUTIVE CONFERENCE ROOM UPDATE PROJECT WITHIN THE CAPITAL FUND.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: September 24, 2024

REQUESTER: Lance Harper, Construction and Facilities Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-41: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$70,000 FROM THE FACILITIES ASSESSMENT PROJECT TO CITY HALL EXECUTIVE CONFERENCE ROOM UPDATE PROJECT WITHIN THE CAPITAL FUND.

BACKGROUND:

In the fiscal year 2023-2024 (FYE 24) budget, a Capital Improvements Project (CIP), was accepted and funded in the amount of \$70,000 for a Facilities Assessment Project (EF0238) for emergency response.

DISCUSSION:

The original CIP was for \$70,000 and the intention was to hire an outside contractor to review emergency responsibilities for City facilities. City staff is now working on this plan in-house to provide an emergency action plan at City facilities.

Technology in the City Hall Executive Conference Room is outdated, and staff recommends updating this room with current monitors, software, and recording devices. The current monitor is a projector and projector screen, making it hard to see images and documents. Also, the current setup made video conferences with outside groups and sound/speaker capabilities difficult. The setup also made it difficult for the audience to see the screen depending on where one would sit inside the conference room.

This project will replace the projector and screen with a large TV-type monitor for main viewing and a second monitor for easier guest viewing. The new system will update microphone recording capabilities. The monitors are multi-use: can be used as computer screens, watch live news feeds, as well as link into the Emergency Communications and Operations Center (ECOC) for live feeds during emergency events. This will enable the Executive Conference Room to be used for an Emergency Operations Center at City Hall, if needed, for staff, elected officials or media.

A transfer of \$70,000 is recommended to move the funds from City Facility Assessment Project, Design (Account 50196677-46201; Project EF0238) to the City Hall Executive Conference Room Update Project, Construction (Account 50196677-46101; Project EF0247).



RECOMMENDATION:

It is recommended that the City Council approve Resolution R-2425-41 transferring \$70,000 as noted above.



Resolution

R-2425-41

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$70,000 FROM THE FACILITIES ASSESSMENT PROJECT TO CITY HALL EXECUTIVE CONFERENCE ROOM UPDATE PROJECT WITHIN THE CAPITAL FUND.

- § 1. WHEREAS, in Fiscal Year 2024 a Capital Improvements Project (CIP) was accepted and funded for \$70,00 for a Facilities Assessment Project for emergency response; and
- § 2. WHEREAS, the original CIP was intended to hire an outside contractor to review the emergency responsibilities for city facilities; and but City staff is now working to plan this in-house; and
- § 3. WHEREAS, the equipment in the Executive Conference room is was outdated and needed new monitors, projector, software and recording devices; and
- § 4. WHEREAS, this project will replace the outdated equipment and make it better for guests, live news feeds, and will enable staff to link to the Emergency Communications Operations Center during emergency events.

NOW, THEREFORE BE IT RESOLVED BY THE TRUSTEES OF THE NORMAN UTILITIES AUTHORITY:

- § 5. That the following transfer be approved for the reason as stated above.

<u>Losing Account</u>	<u>Gaining Account</u>	<u>Amount</u>
City Facility Assessment Project Design Account Project EF0238, 50196677-46201	City Hall Executive Conference Room Project EF0247, 50196677-46101	\$70,000

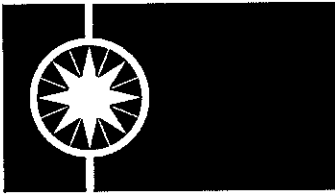
PASSED AND ADOPTED this 24th day of September, 2024.

ATTEST:

(Larry Heikkila) Mayor

(Brenda Hall) City Clerk





City of Norman
Capital Improvement Project Sheet
Fiscal Year Ending 2025

Item 12.

Project Title: Executive Conference Room update
 Project Category: Building and Grounds
 Department: Parks and Recreation- Facilities
 Manager: Lance Harper
 Ward(s): All

Project Type: Maintenance of Existing Facilities
 Project Number: _____
 Account Number: 50196677-
 Begin & End Dates: 07/01/2024 To 06/30/2025
 Life Expectancy: 10 years

Detailed Project Description:

: Expenditure Schedule Through Account 50196677- by Fiscal Year:

Account & Object	Total ALL Fiscal Years	Actual Prior Years	Budget FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028	FYE 2029	Beyond 5 Years

Operating Impact: High General funds

This Project Needs Assistance From:
 Bldg Maint
 IT
 Pub Wks
 Utils
 Parks

Reimbursable Account?

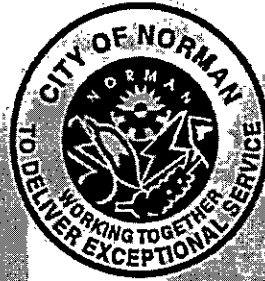
Is This Project Funded From More Than One Source? No

If Yes, Please Specify Which Sources:

*Project includes multiple city funds or State and Federal funds.

City of Norman, OK

Municipal Building
Council Chambers
201 West Gray
Norman, OK 73069



City Council

October 8, 2024

Tuesday, September 10, 2024

6:30 PM

Director of Parks and Recreation

**City Council, Norman Utilities Authority, Norman Municipal Authority,
and Norman Tax Increment Finance Authority**

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

Councilmembers Austin Ball, Ward 1, Matthew Peacock, Ward 2, Bree Montoya, Ward 3, Helen Grant Ward 4, Michael Nash, Ward 5, Joshua Hinkle, Ward 6, Stephen Tyler Holman, Ward 7, Scott Dixon, Ward 8, Mayor Larry Heikkila.

File Attachments for Item:

7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF FINAL ACCEPTANCE AND FINAL PAYMENT OF CONTRACT K-2021-97: BY AND BETWEEN THE CITY OF NORMAN, THE NORMAN MUNICIPAL AUTHORITY AND GE JOHNSON CONSTRUCTION COMPANY, FOR THE NORMAN FORWARD YOUNG FAMILY ATHLETIC CENTER PROJECT AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/8/2024

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AWARDED CONTRACT K-2425-60: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MUSCO SPORTS LIGHTING, LLC, IN THE AMOUNT OF \$145,000, MAINTENANCE BOND MB-2425-22, PERFORMANCE BOND B-2425-29; AND STATUTORY BOND B-2425-30 FOR THE YOUNG FAMILY ATHLETIC CENTER (YFAC) OUTDOOR SPORTS COURT LIGHTING SYSTEM PROJECT, ADOPTION OF RESOLUTION R-2425-50, GRANTING TAX EXEMPT STATUS AND BUDGET APPROPRIATION.

BACKGROUND:

In October 2015, Norman residents passed the Norman Forward initiative, funding various projects through a ½% sales tax increase over fifteen years. The Norman Forward initiative included projects to construct a new Multi-Sport Complex and Indoor Aquatic Facility.

The Multi-Sport Complex and Indoor Aquatic Facility were initially proposed as separate projects. After extensive public input and consideration by the City Council, acting as Trustees of the Norman Municipal Authority (NMA), these projects were combined into one comprehensive project in 2018, located at the southeast corner of 24th Avenue NW and Rock Creek Road. This new sports and aquatic complex includes eight full-sized basketball or twelve volleyball courts; a 25-meter, eight-lane lap pool; a 25-yard, four-lane warm-up pool; concession stands; retail space; administration offices; and, through a partnership with Norman Regional Health System (NRHS), a health and wellness clinic. The building and the project were named the Young Family Athletic Center (YFAC) in July of 2021 (K-2122-27) after the Trae Young Family Foundation (TYFF) agreed to donate \$4,000,000 to the construction of the building, and the health and wellness clinic is now "Ortho Central" and "NMotion."

The YFAC officially opened to the public on February 19, 2024. Since then, there has been an ongoing effort to look for ways to offer increased opportunities for residents to participate in the various programs and sports offered. Programs include indoor gym sports, such as basketball, volleyball, and pickleball, and the pool's different aquatic activities. Residents often asked for additional outdoor sports courts and activities, especially lighted pickleball courts and sand volleyball. The design team for the outdoor portion of the YFAC is JHBR Architecture. They created schematic designs for these sports and other outdoor recreation on the east side of the

Foundations, Poles, and Luminaires:

1. Mark and confirm pole locations per the aiming diagram provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install (4) LSS foundations as specified on Layout and per the stamped foundation drawings, if applicable.
3. Remove spoils to owner designated location at jobsite.
4. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect (4) dressed LSS Poles and aim utilizing the pole alignment beam.

Electrical:

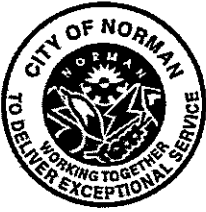
1. Provide labor, materials, and equipment to install new electrical service panel as required.
2. Provide labor, materials, and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required.

Control-Link Control and Monitoring:

1. Provide labor, equipment, and materials to install (1) 24" x 48" Musco control and monitoring cabinet and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.

File Attachments for Item:

11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AWARDED CONTRACT K-2425-60; BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MUSCO SPORTS LIGHTING, LLC, IN THE AMOUNT OF \$145,000, MAINTENANCE BOND MB-2425-22, PERFORMANCE BOND B-2425-29; AND STATUTORY BOND B-2425-30 FOR THE YOUNG FAMILY ATHLETIC CENTER (YFAC) OUTDOOR SPORTS COURT LIGHTING SYSTEM PROJECT, ADOPTION OF RESOLUTION R-2425-50, GRANTING TAX EXEMPT STATUS AND BUDGET APPROPRIATION.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/8/2024

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AWARDED CONTRACT K-2425-60: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MUSCO SPORTS LIGHTING, LLC, IN THE AMOUNT OF \$145,000, MAINTENANCE BOND MB-2425-22, PERFORMANCE BOND B-2425-29; AND STATUTORY BOND B-2425-30 FOR THE YOUNG FAMILY ATHLETIC CENTER (YFAC) OUTDOOR SPORTS COURT LIGHTING SYSTEM PROJECT, ADOPTION OF RESOLUTION R-2425-50, GRANTING TAX EXEMPT STATUS AND BUDGET APPROPRIATION.

BACKGROUND:

In October 2015, Norman residents passed the Norman Forward initiative, funding various projects through a ½% sales tax increase over fifteen years. The Norman Forward initiative included projects to construct a new Multi-Sport Complex and Indoor Aquatic Facility.

The Multi-Sport Complex and Indoor Aquatic Facility were initially proposed as separate projects. After extensive public input and consideration by the City Council, acting as Trustees of the Norman Municipal Authority (NMA), these projects were combined into one comprehensive project in 2018, located at the southeast corner of 24th Avenue NW and Rock Creek Road. This new sports and aquatic complex includes eight full-sized basketball or twelve volleyball courts; a 25-meter, eight-lane lap pool; a 25-yard, four-lane warm-up pool; concession stands; retail space; administration offices; and, through a partnership with Norman Regional Health System (NRHS), a health and wellness clinic. The building and the project were named the Young Family Athletic Center (YFAC) in July of 2021 (K-2122-27) after the Trae Young Family Foundation (TYFF) agreed to donate \$4,000,000 to the construction of the building, and the health and wellness clinic is now "Ortho Central" and "NMotion."

The YFAC officially opened to the public on February 19, 2024. Since then, there has been an ongoing effort to look for ways to offer increased opportunities for residents to participate in the various programs and sports offered. Programs include indoor gym sports, such as basketball, volleyball, and pickleball, and the pool's different aquatic activities. Residents often asked for additional outdoor sports courts and activities, especially lighted pickleball courts and sand volleyball. The design team for the outdoor portion of the YFAC is JHBR Architecture. They created schematic designs for these sports and other outdoor recreation on the east side of the

building as part of their work. There is also a citywide occurrence of requests for outdoor pickleball courts. With this in mind, a contract was awarded to Multisports, LLC on August 27, 2024, to construct six outdoor pickleball courts with fencing and paved walkways to and around the courts, based on the concept drawing from JHBR. At that time, the plan was to get pricing from MUSCO Sports Lighting to provide and install adequate area lighting for the new pickleball courts, along with lighting for the area north of the courts where two sand volleyball courts are planned to be built, and also lighting for the synthetic turf football practice field built by NRHS as part of their clinic space.

DISCUSSION:

The City of Norman participates in several nationwide bidding services, including Sourcewell. These services receive bids for many products and services used in municipal construction projects related to utilities, public works, facility construction, and parks and recreation facilities. They collaborate with hundreds of vendors and contractors to secure the best pricing for a wide range of work extended to their members. Following that process, MUSCO Sports Lighting was awarded a contract to provide "Sports Lighting with Related Supplies and Services" under Sourcewell Master Project 199030; Contract Number 041123-MSL, good through 2027.

This contract covers the type of lighting system needed to light the new Pickleball, Sand Volleyball, and Football areas at the YFAC on the east side of the building. MUSCO has been used to light several of our other lighted facilities in recent NORMAN FORWARD projects, including the Blake Baldwin Skatepark, Griffin Park Soccer, and the new T-ball fields at Reeves Park. These are all LED light systems, which staff can control through the Control Link App, making it easier to maintain and troubleshoot these new systems in real-time.

During the construction of the YFAC, an ample power supply was installed on-site to be used for future lighting of outdoor activities. Parks has met with the local MUSCO Field Rep to confirm the layout of a complete lighting system of poles, pole bases, fixtures, underground wiring, power rack(s), and push-button activators for all the different sports areas. That layout determined the final pricing for a turn-key project based on the Sourcewell Contract to supply and install lighting for the activities listed here. Work will also be coordinated with the pickleball court construction project.

Staff recommends awarding Contract Number K-2425-60 to MUSCO Sports Lighting, LLC, in the amount of \$145,000 for the YFAC Outdoor Sports Court Lighting System Project. The funding is proposed to come from an appropriation of the park's development portion of the Room Tax fund balance.

RECOMMENDATION 1: It is recommended that the City Council appropriate \$145,000 from the Room Tax Park Development Fund Balance (23-29000) into YFAC Outdoor Pickleball Courts, Construction (Account 23793375-46101; Project RT0093)

RECOMMENDATION 2: It is recommended that the City Council approve Contract K-2425-60, Performance Bond B-2425-29, Statutory Bond B-2425-30, and Maintenance Bond MB-2425-22 for the YFAC Outdoor Sports Court Lighting System Project.

RECOMMENDATION 3: It is further recommended that MUSCO Sports Lighting, LLC, be authorized and appointed as project agent for the YFAC Outdoor Sports Court Lighting System

Project by Resolution R-2425-50 to avoid the payment of sales tax on materials purchases related to the project.

Contract # K-2425-60**CONTRACT**

THIS CONTRACT made and entered into this _____ day of _____, 20____, by and between Musco Sports Lighting, LLC, hereinafter designated as "Contractor", and the City of Norman, a municipal corporation, hereinafter designated as "City".

WITNESSETH

WHEREAS, the City is a participant in the nationwide bidding process conducted by Sourcewell and other services, which has caused Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the projects in the Sports Lighting Category; of which the City would consider the following project:

YFAC OUTDOOR SPORTS COURT LIGHTING SYSTEM

as outlined and set out in the project scope of work, layout and pricing documents supplied by Musco Sports Lighting, LLC, and in accordance with the terms and provisions of said documents awarded as part of Sourcewell Contract Number 041123-MSL; and

WHEREAS, the Contractor in accordance with the pricing included in said Sourcewell Contract, has submitted to the City, in the manner and at the time specified, a proposal in accordance with the terms of this Contract; and

WHEREAS, the City, in the manner provided by law, has examined, and canvassed the proposal submitted and has determined and declared the above-named Contractor to be able to supply and install the items described in the proposal, and has duly awarded this contract to said Contractor, for the total sum named in the proposal, to wit: One Hundred Forty Five Thousand DOLLARS and Zero CENTS (\$145,000.00);

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

1. The Contractor shall, in a good and first-class, workmanlike manner at their own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this Contract and the following Contract Documents:
 - i. Specifications, Provisions and Bonds hereto, all of which documents are on file in the office of the City Clerk of the City of Norman, and are made a part of this Contract as fully as if the same were set out at length, with the following additions and or exceptions: (If none, so state.) NONE
 - ii. The Sourcewell Master Project Number 199030; Contract Number 041123-MSL (Expiration: 06/16/2027); Category-Sports Lighting with related supplies and services and general provisions of said contract;

Contract # K-2425-60

are made part of this contract as if fully written in detail herein or attached thereto.

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

2. The City shall make payments to the Contractor in the following manner:
 - i. The project manager, or other appropriate person, will make accurate estimates of the value, based on contract prices, or work done, and materials incorporated in the work and of materials suitably stored at the site hereof, to submit to the City as an application for payment. The Contractor shall furnish to the project manager, or the appropriate person, such detailed information as they may request to aid them as a guide in the preparation of the application for payment. Each estimate and application for payment must contain or have attached an affidavit as required by Senate Bills 469 of the 1974 Legislature. The City will pay Contractor within thirty (30) days of receipt of the application for payment and only after the work contained in the application for payment has been fully completed and has been approved and accepted by the City.
 - ii. On completion of all the work, but prior to the acceptance thereof by the City, it shall be the duty of the project manager, or other appropriate person, to determine that said work has been completely and fully performed in accordance with this Contract and the Contract Documents; and upon making such determinations said official shall make his final certificate to the City. The Contractor shall furnish proof that all claims and obligations incurred by them in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the contract bonds for payment of the final estimates to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid within thirty (30) days and only after all the work has been fully completed to the satisfaction of the City.
3. It is further agreed that the Contractor will commence said work within ten (10) days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same in one hundred twenty (120) calendar days. The City may terminate this Contract for any reason upon thirty (30) days written notice to Contractor.

Contract # K-2425-60

4. Notice: Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is delivered personally, or within three (3) business days after it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, to:

City:

James Briggs
Park Development Manager
225 N. Webster Ave.
Norman, OK 73070

Contractor:

Musco Sports Lighting, LLC
Rico Velazquez, Project Manager/Field Rep.
100 1st Avenue W.
Oskaloosa, IA 52577

5. Indemnification: Contractor agrees to indemnify and hold harmless the City, its officers, agents and employees from and against all liability for injuries or death to persons, legal expense or damage to property caused by Contractor's, its agents or employees performance under this Contract; provided, however, that Contractor shall not be liable for injury, damage or loss occasioned by the sole negligence of the City, its agents or employees. Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damages, suits, expenses, liability or proceedings of any kind whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from, or arising out of, Contractor's acts, omissions or operations under or in connection with this Contract. Further, the City shall not be liable or responsible to Contractor for any loss or damage to any property or person occasioned by a third party. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under this Contract.

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

Contract # K-2425-60

- i. Worker's Compensation Insurance and Employer's Liability Insurance as prescribed by State Statute, for all of Contractor's employees and subcontractors working on the project, with the subcontractors to also provide the same.
 - ii. Provide both Commercial General Liability Insurance and Automobile Liability Insurance for personal injury and property damage in limits prescribed by the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq.) and subsequent revisions thereto, as follows:
 - a. \$25,000 for loss of property arising out of a single act or occurrence.
 - i. \$125,000 per person for any other loss arising out of a single act or occurrence.
 - b. \$1,000,000 for any number of claims arising out of a single act or occurrence.
7. Miscellaneous:
- i. *Counterparts*: This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute the same instrument.
 - ii. *Severability*: If any provision of this Contract is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
 - iii. *Governing Law; Venue*: This Contract shall be governed and construed in accordance with the laws of the United States of America and the State of Oklahoma. The venue for any action under this agreement shall be in the District Court of Cleveland County, Oklahoma or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.
 - iv. *Authority*: Each party hereto has the legal right, power and authority to enter into this Contract. Each party's execution, delivery and performance of this Contract has been duly authorized, and no other action is requisite to the valid and binding execution, delivery and performance of this Contract, except as expressly set forth herein.
 - v. *Entire Agreement; Amendments*: This Contract and the associated Contract Documents constitute the entire agreement among the parties hereto and may not be amended or modified, except in writing, signed by each of the parties hereto. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
 - vi. *Assignment*: This Contract shall not be assigned by Contractor without prior written consent of the City.

Contract # K-2425-60

- vii. *Nondiscrimination*: Contractor acknowledges that the Certification of Nondiscrimination completed with their bid proposal is incorporated herein and thereby agrees to comply with the requirements contained in such certification throughout the performance of this Contract.

- viii. *Non-Waiver*: No failure on the part of either party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by either party of any right hereunder preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to either party at law or in equity.

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

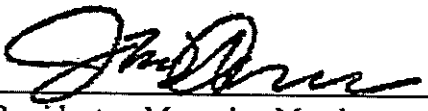
[Signatures on following page]

Contract # K-2425-60

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals respectively the 2nd day of October, 2024. The parties agree that they may conduct the transaction by electronic means and hereby state that electronic signature is valid and shall have the same force and effect as an original signature.

CONTRACTOR

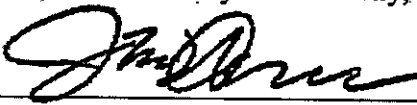
Musco Sports Lighting, LLC
Company Name

BY 
~~President or Managing Member~~
Secretary

STATE OF Iowa)

COUNTY OF Mahaska)

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


~~President or Managing Member~~
Secretary

Subscribed and sworn to before me this 2nd day of October, 2024.


Notary Public

My Commission Expires: 04/24/2025
Commission Number: _____



CITY OF NORMAN

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

City Attorney

Approved by the City Council this _____ day of _____, 20_____.

Mayor

ATTEST:

City Clerk

Bond # B-2425-30

STATUTORY BOND

Surety Bond No. 108131759

KNOW ALL MEN BY THESE PRESENTS:

That we, Musco Sports Lighting, LLC as Principal, and Travelers Casualty and Surety Company of America, a corporation organized under the laws of the State of Connecticut, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation and city of the first class, of the State of Oklahoma, in the penal sum of One Hundred Forty Five Thousand DOLLARS and Zero CENTS, (\$145,000.00), for the payment of which well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 20_____.

The conditions of this obligation are such, that whereas, the above Bonded Principal Musco Sports Lighting, LLC is the lowest and best bidder for the making of the following City work and improvement, viz.:

YFAC OUTDOOR SPORTS COURT LIGHTING SYSTEM

and has entered into a certain written contract with THE CITY OF NORMAN, dated _____, 20_____, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain specifications heretofore made, adopted and placed on file in the office of the City Clerk of the City of Norman.

NOW, THEREFORE, if the said Musco Sports Lighting, LLC Principal, shall well and truly pay all indebtedness incurred for labor and material and repairs to and parts for equipment furnished in the making of said public improvement incurred by said Principal or subcontractors, then this obligation shall be void. Otherwise, this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

SEE LIMITED MAINTENANCE PROVISION RIDER ATTACHED HERETO AND MADE A PART HEREOF

Bond # B-2425-30

ATTEST:

[Signature]
Corporate Secretary

Musco Sports Lighting, LLC

Company Name

BY [Signature], COO
Principal

ATTEST:

[Signature]
Corporate Secretary (Surety)

Travelers Casualty and Surety Company of America

Surety Name

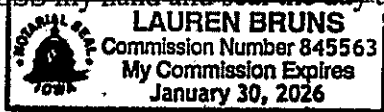
BY [Signature]
Surety Jessica J. Perkins,
Attorney-in-Fact



STATE OF ^{Iowa} ~~OKLAHOMA~~, COUNTY OF ^{Polk} ~~CLEVELAND~~, SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 3rd day of October, 2024 personally appeared Jessica J. Perkins to me known to be the identical person who executed the foregoing, and acknowledged to me that she executed the same as her own free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.



[Signature]
Lauren Bruns, Notary Public

My Commission Expires: January 30, 2026

Commission Number: 845563

Approved as to form and legality this 3rd day of October, 2024.

City Attorney

Approved by the Council of the City of Norman, this _____, day of _____ 20____.

ATTEST:

City Clerk

Mayor

Bond # B-2425-29

PERFORMANCE BOND

Surety Bond No. 108131759

KNOW ALL MEN BY THESE PRESENTS:

That we, Musco Sports Lighting, LLC, as Principal, and Travelers Casualty and Surety Company of America, a corporation organized under the laws of the State of Connecticut, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation and city of the first class, of the State of Oklahoma, in the full and just sum of One Hundred Forty Five Thousand DOLLARS and Zero CENTS, (\$145,000.00), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns jointly and severally, firmly by these presents. Dated this _____ day of _____, 20__.

The conditions of this obligation are such, that whereas, said Principal is the lowest and best bidder for the making of the following city work and improvements, viz.:

YFAC OUTDOOR SPORTS COURT LIGHTING SYSTEM

and has entered into a certain written contract with THE CITY OF NORMAN dated _____20_____, for the erection and construction of said work and improvement, which said contract is hereby made a part and parcel of this bond as if literally written herein.

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly and faithfully perform and abide by said Contract and each and every covenant, condition and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said contract and said specifications; and if said Principal shall promptly pay, or cause to be paid, all labor, materials and/or repairs and all bills for labor performed on said work, whether by subcontract or otherwise; and if said Principal shall protect and save harmless said City of Norman from all loss, damage and expense to life or property suffered or sustained by any person, firm, or corporation caused by said Principal or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of said Principal or his or its agents servants, or employees, and if said Principal shall protect and save the City of Norman harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties thereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

SEE LIMITED MAINTENANCE PROVISION RIDER ATTACHED HERETO AND MADE A PART HEREOF

Bond #B-2425-29

ATTEST:

[Signature]
Corporate Secretary

Musco Sports Lighting, LLC

Company Name

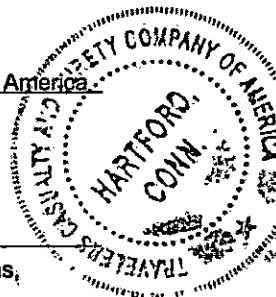
BY [Signature]
Principal

ATTEST:

[Signature]
Corporate Secretary (Surety)

Travelers Casualty and Surety Company of America
Surety Name

BY [Signature]
Surety Jessica J. Perkins,
Attorney-in-Fact



Iowa

Polk

STATE OF ~~OKLAHOMA~~, COUNTY OF ~~CLEVELAND~~, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 3rd day of October, 2024 personally appeared Jessica J. Perkins to me know to be the identical person who executes the foregoing, and acknowledge to me that she executed the same as her own free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

[Signature]
Lauren Bruns, Notary Public

My Commission Expires: January 30, 2026

Commission Number: 845563



Approved as to form and legality this 3rd day of October, 2024.

City Attorney

Approved by the Council of the City of Norman, this _____ day of _____, 20____.

Mayor

ATTEST:

City Clerk

Bond # MB-2425-22

MAINTENANCE BOND

Surety Bond No. 108131759

WHEREAS, THE UNDERSIGNED Musco Sports Lighting, LLC, hereinafter referred to as the Principal, has entered into a certain contract dated _____, 20_____, for the construction of:

YFAC OUTDOOR SPORTS COURT LIGHTING SYSTEM

WHEREAS, under the ordinances of said City of Norman the said Principal is required to furnish to the City a maintenance bond covering said construction, said bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of said construction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the said Principal and Travelers Casualty and Surety Company of America, as a corporation organized under the laws of the State of Connecticut, and authorized to transact business in the State of Oklahoma, as surety, are jointly and severally, firmly held and bound unto said City in the penal sum of One Hundred Forty Five Thousand Dollars and Zero CENTS (\$145,000.00), in lawful money of the United States of America, same being 100% of the cost of the construction herein referred to for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

The condition of this bond is such that if the said Principal shall keep and maintain, subject to normal wear and tear, the said construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, for a period of one (1) year from the date of the written final acceptance thereof by the City, and shall promptly repair, without notice from the City, any and all defects or failures occurring or arising from improper workmanship, materials, or failure to protect new work until it is accepted within a period of one year without notice from said City, and without expense to said City, thence this obligation shall be null and void and of no force and effect; otherwise to be and remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the Principal to make any needed repairs upon said construction, or to maintain any part of the same, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the Principal by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the Principal at the address set forth below, then the Principal and surety shall jointly and severally be liable to the City, for the cost and expense for making such repairs, or otherwise maintaining the said construction.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

Bond #MB-2425-22

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

Executed and delivered this _____ day of _____, 20_____.

ATTEST: [Signature]
Corporate Secretary

Musco Sports Lighting, LLC
Company Name

Mailing Address of Principal:

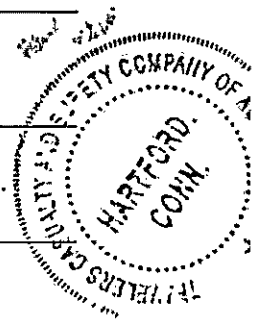
BY: [Signature]
Principal

100 1st Avenue West
Oskaloosa, IA 52577

Travelers Casualty and Surety Company of America
Surety Name

BY: [Signature]
Polk Jessica J. Perkins, Attorney-in-Fact

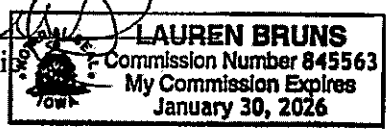
STATE OF ^{Iowa} ~~OKLAHOMA~~, COUNTY OF ^{Polk} ~~CLEVELAND~~, SS:



Before me, the undersigned, a Notary Public in and for said County and State, this 3rd day of October, 2024, personally appeared Jessica J. Perkins to me known to be the identical person who executed the foregoing, and acknowledge to me that she executed the same as her own free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

[Signature]
Lauren Bruns, Notary Public



My Commission Expires: January 30, 2026
Commission Number: 845563

Approved as to form and legality this 3rd day of October, 2024.

City Attorney

Approved by the Council of the City of Norman, this ___ day of _____, 20_____.

Mayor

ATTEST: _____
City Clerk

Limited Maintenance Provision

Rider

To be attached to and form part of bond no 108131759 issued by the **Travelers Casualty and Surety Company of America** on behalf of Musco Sports Lighting, LLC in the amount of (\$145,000.00) and dated _____ in favor of City of Norman for Young Family Athletic Center – Project #235119.

Principal and Surety shall guarantee that the work will be free of defective materials and workmanship for a period of **Twelve (12)** months following completion of the contract. Any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

Musco Sports Lighting LLC

By: Shelly Hen COO

Travelers Casualty and Surety Company of America

By: Jessica J. Perkins
Jessica J. Perkins, Attorney-in-Fact





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint JESSICA J PERKINS of DES MOINES, Iowa, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

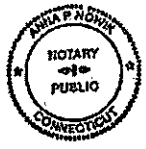
City of Hartford ss.

By: *Robert L. Raney*
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, and the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Resolution

R-2425-50

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING MUSCO SPORTS LIGHTING, L.L.C., AS PROJECT AGENT FOR THE YFAC ATHLETIC CENTER (YFAC) OUTDOOR SPORTS COURT LIGHTING SYSTEM PROJECT FOR THE CITY OF NORMAN.

- § 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by Musco Sports Lighting, L.L.C., for the YFAC Outdoor Sports Court Lighting System Project; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Musco Sports Lighting, L.L.C., its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint as its direct purchasing agent, Musco Sports Lighting, L.L.C., to purchase materials which are in fact used for the for the YFAC Outdoor Sports Court Lighting System Project; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that Musco Sports Lighting, L.L.C., shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

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

- § 4. That the City of Norman, Oklahoma, on the _____ day of October, 2024, did appoint Musco Sports Lighting, L.L.C., who is involved with the YFAC Outdoor Sports Court Lighting System Project, an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the YFAC Outdoor Sports Court Lighting System Project.

PASSED AND ADOPTED THIS _____ day of October, 2024.

Mayor (Larry Heikkila)

ATTEST:

City Clerk



Date: 09/19/2024
Expiration date: 10/18/2024
To: James Briggs

Project: Young Family Pickleball Courts
Norman, OK
Musco Project Number: 235119

Sourcwell

Master Project: 199030, Contract Number: 041123-MSL, Expiration: 06/16/2027
Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcwell Purchase – Contract Number: 041123-MSL

Quotation Price – Materials Delivered to Job Site and Installation

Lighting-One Football Field (185'x90')	\$ 30,000.00
Lighting-Two Volleyball Courts (103'x80')	\$ 42,000.00
Lighting-Six Pickleball Courts (129'x109')	\$ 81,500.00
Total	\$153,500.00
Full Complex Deduct.....	-\$8,500.00

Grand Total after Deduction.....\$145,000.00

*Sales tax & bonding (if applicable) are not included.
Quote is confidential. Pricing and lead times are effective for 30 days only.
Prices are subject to change if the order is not released within 60 days from the date of the purchase.*

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 30 footcandles (volleyball & pickleball only)

System Description

- Factory aimed and assembled LED luminaries
- Galvanized steel poles
- Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- UL listed assemblies
- Corrosion protection

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years.

Musco Scope

- Provide design and layout for lighting system
- Test and final aim equipment

Installation Services Provided

[See attached scope of work]



Responsibilities of Buyer

- Confirm pole or luminaire locations, supply voltage and phase required for lighting system prior to production
- Provide electrical design and materials for electrical distribution system (if applicable).
- Provide labor and equipment for installation of electrical distribution system (if applicable).
- Buyer is responsible for getting electrical power to the site, coordination with the utility, and any power company fees

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Musco Contracts
Fax: 800-734-6402
Email: musco.contracts@musco.com

All Purchase orders should note the following:
Sourcewell Purchase – Contract Number: 041123-MSL

Delivery Timing

8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase electrical system TBD.
- Structural code and wind speed = 2018 IBC, 110 mi/h, Exposure C, Importance Factor 1.0
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Rico Velazquez
Oklahoma Field Sales Representative
Musco Sports Lighting, LLC
Phone: 405-479-5693
E-mail: rico.velazquez@musco.com

Young Family Athletic Center Pickleball Courts
2201 Trae Young Drive, Norman, OK 73069
Turnkey Scope of Work

Customer Responsibilities:

1. Complete access to the site for construction utilizing standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field)
4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.) or soils not defined in geo-technical report. Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Pay any power company fees and requirements.
6. Pay all permitting fees and obtain the required electrical permitting.
7. Provide area on site for disposal of spoils from foundation excavation.
8. Provide area on site for dumpsters.
9. Provide sealed Electrical Plans. (If required)

Musco Responsibilities:

1. Provide required foundations, poles, electrical enclosures, luminaires, wire harnesses, and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Provide Contract Management as required.
4. Provide stamped foundation designs based on soil parameters as outlined in the geotechnical report Hinderliter Geotechnical Engineering, HE Project # FSB-21-01, April 7, 2021.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Subcontractor Responsibilities**General:**

1. Obtain any required permitting.
2. Contact 811 for locating underground public utilities and then confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Notify Musco immediately of any breaks in schedule or delays.

Foundations, Poles, and Luminaires:

1. Mark and confirm pole locations per the aiming diagram provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install (4) LSS foundations as specified on Layout and per the stamped foundation drawings, if applicable.
3. Remove spoils to owner designated location at jobsite.
4. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect (4) dressed LSS Poles and aim utilizing the pole alignment beam.

Electrical:

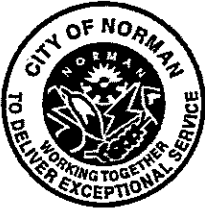
1. Provide labor, materials, and equipment to install new electrical service panel as required.
2. Provide labor, materials, and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required.

Control-Link Control and Monitoring:

1. Provide labor, equipment, and materials to install (1) 24" x 48" Musco control and monitoring cabinet and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.

File Attachments for Item:

17. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-42: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$15,000 FROM THE CAPITAL IMPROVEMENT PROJECT FOR THE LIBRARY BATTERY REPLACEMENT TO THE ADULT WELLNESS AND EDUCATION CENTER ADA DOOR PROJECT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: October 8, 2024

REQUESTER: Lance Harper, Facilities and Construction Manager

PRESENTER: Jason Olsen, Parks and Recreation Director

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-42: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$15,000 FROM THE CAPITAL IMPROVEMENT PROJECT FOR THE LIBRARY BATTERY REPLACEMENT TO THE ADULT WELLNESS AND EDUCATION CENTER ADA DOOR PROJECT.

BACKGROUND:

In the fiscal year 2023-2024 (FYE 2024) budget, the Parks and Recreation Department proposed a Capital Improvements Project (CIP), later adopted by the City Council and funded for \$15,000 for a battery backup replacement for the emergency electrical power at both the Central and East Side Libraries.

DISCUSSION:

The original CIP for \$15,000 was to replace the East Side Library electrical battery backup system batteries. The batteries at the Eastside Library failed before the new budget year began, so replacement was a priority. The batteries were replaced with surplus funding left over from last year's fiscal budget for cleaning the Central Library. Facility Maintenance Division staff serviced the battery backup systems and installed new batteries at Central and East Libraries.

Facilities Division staff requested that a new capital project be funded with this budget allocation to install ADA-compliant electronic door actuators in the Adult Wellness Center (AWE). The request comes from the operator of the AWE, Healthy Living Norman, for doors in the cabana/locker rooms that will give a push button to open the doors into both the locker room area and the pool.

RECOMMENDATION:

It is recommended that the City Council approve Resolution R-2425-42 transferring \$15,000 from the Capital Improvement Project Library Battery Replacement, Materials (Account 50196677-46301; Project EF0243) to Adult Wellness ADA Door, Construction (Account 50193365-46101; Project BG0097).

Resolution

R-2425-42

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$15,000 FROM THE CAPITAL IMPROVEMENT PROJECT FOR THE LIBRARY BATTERY REPLACEMENT TO THE ADULT WELLNESS AND EDUCATION CENTER ADA DOOR PROJECT.

- § 1. WHEREAS, City Council approved a Capital Improvements Project (CIP) for \$15,000 for a battery backup replacement for the emergency electrical power at both the Central and East side libraries; and
- § 2. WHEREAS, the batteries failed before the new budget year began, and replacement was a priority and surplus funding was used; and
- § 3. WHEREAS, Staff requests that a new CIP be funded with this money to install ADA-compliant electronic door actuators in the Adult Wellness Center (AWE).

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

- § 4. That the following transfer be made for the reasons as stated above:

Account Name	Losing Account	Gaining Account	Amount
Adult Wellness ADA Door project	50196677-46301 EF0243	50193365-46101 BG0097	\$15,000

PASSED AND ADOPTED this ____ day of _____, 2024.

Mayor

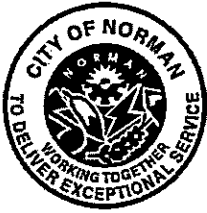
ATTEST:

City Clerk



File Attachments for Item:

18. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONMENT OF RESOLUTION R-2425-54: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN APPROPRIATING GENERAL FUNDS FOR PAYMENTS RELATING TO CONTRACT K-2223-56.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/8/2024

REQUESTER: Darrel Pyle, City Manager

PRESENTER: Anthony Purinton, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONMENT OF RESOLUTION R-2425-54: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN APPROPRIATING GENERAL FUNDS FOR PAYMENTS RELATING TO CONTRACT K-2223-56.

BACKGROUND:

On October 11, 2022, the City of Norman entered into a contract with Food and Shelter, Inc. ("F&S") to operate an emergency overnight shelter on City-owned property, located at 109 W. Gray Street. The original term of the contract was only for the winter season, ending on March 31, 2023. Based upon feedback from City Council during the March 9, 2023, Oversight Committee, a contract amendment was brought forward and approved by Council during its regular meeting on March 28th, 2023, which extended the contract an additional three months, with an end date of June 30, 2023. Another three-month extension was brought forward for Council consideration on its June 27th, 2023 regular meeting, but the proposed three-month extension was amended on the floor to make the contract's term indefinite on a month-to-month basis. This second amendment (as amended on the floor) was approved by Council. R-2425-53 is a companion item to this resolution which, if approved, would terminate the contract effective November 8, 2024.

DISCUSSION:

K-2223-56 provides for a monthly payment to F&S in the amount of \$54,832.40. The proposed appropriation would provide for funding to cover the City's contractual obligations from the beginning of this fiscal year until the end of the contract term, November 8, 2024, assuming that R-2425-53 is approved. If R-2425-53 is not approved, additional funds will need to be appropriated to cover continued contract payments.

RECOMMENDATION:

Staff recommends approval of the R-2425-54, appropriating \$233,951.57 from General Fund Balance (10-29000) to Professional Services – Community Intervention (10110110-44029).

R-2425-54

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN APPROPRIATING GENERAL FUNDS FOR PAYMENTS RELATING TO CONTRACT K-2223-56.

- § 1. WHEREAS, on October 11th, 2022, the Norman City Council approved Contract K-2223-56, a service and lease agreement between the City of Norman and Food and Shelter, Inc. for the operation of an emergency overnight shelter, located at 109 W. Gray Street, for a term starting November 1st, 2022 and ending on March 31st, 2023.
- § 2. WHEREAS, on March 28th, 2023, the Norman City Council approved Amendment No. One to Contract K-2223-56, extending the term to June 30th, 2023.
- § 3. WHEREAS, on June 27th, 2023, the Norman City Council approved Amendment No. Two to Contract K-2223-56, making the agreement month-to-month, extending the agreement until terminated pursuant to its terms.
- § 4. WHEREAS, it is necessary to appropriate funds to cover the amount of contract payments for the contract period beginning of the 2025 fiscal year until at least November 8, 2024.

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

§ 5. That the following receipt and appropriation be made for reasons as stated above:

Losing Account	Gaining Account	Amount
General Fund Balance (10-29000)	Professional Services – Community Intervention (10110110-44029)	\$233,951.57

PASSED AND ADOPTED this 8th of October, 2024.

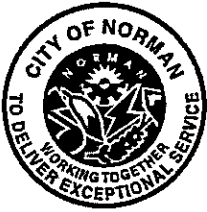
ATTEST:

Mayor

City Clerk

File Attachments for Item:

19. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONMENT OF RESOLUTION R-2425-53: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN DIRECTING STAFF TO TERMINATE CONTRACT K-2223-56, A SERVICE AND LEASE AGREEMENT WITH FOOD AND SHELTER, INC. FOR OPERATION OF AN EMERGENCY OVERNIGHT SHELTER, PURSUANT TO ITS TERMS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/8/2024

REQUESTER:

PRESENTER: Anthony Purinton, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONMENT OF RESOLUTION R-2425-53: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN DIRECTING STAFF TO TERMINATE CONTRACT K-2223-56, A SERVICE AND LEASE AGREEMENT WITH FOOD AND SHELTER, INC. FOR OPERATION OF AN EMERGENCY OVERNIGHT SHELTER, PURSUANT TO ITS TERMS.

BACKGROUND:

On October 11, 2022, the City of Norman entered into a contract with Food and Shelter, Inc. ("F&S") to operate an emergency overnight shelter on City-owned property, located at 109 W. Gray Street. The original term of the contract was only for the winter season, ending on March 31, 2023. Based upon feedback from City Council during the March 9, 2023, Oversight Committee, an amendment brought forward and approved by Council during its regular meeting on March 28th, 2023, which extended the contract an additional three months, with an end date of June 30, 2023. Another three-month extension was brought forward for Council consideration on its June 27th, 2023 regular meeting, but the proposed three-month extension was amended on the floor to make the contract's term indefinite on a month-to-month basis. This second amendment (as amended on the floor) was approved by Council.

During City Council's study session Meeting on May 21st, 2024, Council discussed several potential amendments to Contract K-2223-56 based upon findings by Shaakira Calnick, City Auditor, as a result of her ongoing audit of the contract. After that meeting, City staff attempted to negotiate a new contract with F&S to resolve the issues identified in the audit. After several months of attempted negotiation, City staff received notice from the F&S board stating that F&S rejected the draft contract, but would operate the shelter until another contractor is found.

Staff briefed City Council of the notice from F&S during a study session on September 24th, receiving direction to seek clarification of F&S's position and to continue searching for a new shelter contractor. On September 30th, City staff and Councilmembers Montoya, Dixon, and Grant met with the executive director and board members from F&S. F&S clarified that they would only agree to operate the shelter until a new contractor was found, but no later than March 31, 2025 (the end of the 2024-2025 winter season). Although F&S indicated it would consider entering into a new agreement with the City for the remainder of F&S's operation, Staff received notice on October 1st that F&S objected to certain contract terms as proposed in the draft

contract. Those provisions related to shelter security, the City's audit rights, the City's right to recoup funds found improper by future audits, and a requirement for F&S to have a dedicated bank account for project expenses.

At the subsequent City Council study session that same day, Staff presented F&S's objections to the proposed new contract language. City Council provided feedback indicating that the terms proposed by the City relating to security, audit rights, and recoupment were necessary for the continued operation of the shelter. Based on this feedback, Staff redrafted the proposed contract for F&S's review and consideration. Although F&S's board could not obtain a quorum to formally approve or deny the proposed contract before the City's next meeting, F&S's board president stated that he had made contact with each of F&S's board members one-on-one and that the board's position would likely be as follows:

"It was also clear there is no majority support to approve the revised contract you presented. Our board wishes to continue under the existing agreement we've been operating under since 2022 until a new operator can be found or until March 31, whichever comes sooner. I thought it appropriate to share this information with you now so you can plan accordingly."

DISCUSSION:

Based on F&S's apparent refusal to enter into a new agreement and feedback from City Council during the October 1st study session, Staff has prepared two resolutions for Council's consideration. This resolution, R-2425-53, would direct staff to effectuate the termination of the current agreement with F&S pursuant to the agreement's terms. The second resolution, R-2425-54, would appropriate funds for contract payments for the period starting at the beginning of the fiscal year until the proposed termination on November 8th.

Contract K-2223-56 provides three means of contract termination. In particular, the contract allows the City to unilaterally terminate the agreement for any reason, with or without cause, upon thirty (30) days written notice. If this resolution is approved, Staff will notify F&S of the termination, resulting in the contract's termination, effective Friday, November 8th.

It should be noted that approval of this resolution would not prevent the City from considering a new contract with F&S for operation of the shelter at a later date, if F&S's decision changes.

RECOMMENDATION:

City Staff hereby presents R-2425-53 for consideration by City Council.

Resolution

R-2425-53

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN DIRECTING STAFF TO TERMINATE CONTRACT K-2223-56, A SERVICE AND LEASE AGREEMENT WITH FOOD AND SHELTER, INC. FOR OPERATION OF AN EMERGENCY OVERNIGHT SHELTER, PURSUANT TO ITS TERMS.

- § 1. WHEREAS, on October 11th, 2022, the Norman City Council approved Contract K-2223-56, a service and lease agreement between the City of Norman and Food and Shelter, Inc. for the operation of an emergency overnight shelter, located at 109 W. Gray Street, for a term starting November 1st, 2022 and ending on March 31st, 2023; and
- § 2. WHEREAS, on March 28th, 2023, the Norman City Council approved Amendment No. One to Contract K-2223-56, extending the term to June 30th, 2023; and
- § 3. WHEREAS, on June 27th, 2023, the Norman City Council approved Amendment No. Two to Contract K-2223-56, making the agreement month-to-month, extending the agreement until terminated pursuant to its terms; and
- § 4. WHEREAS, Contract K-2223-56 allows for the City to unilaterally terminate the agreement for any reason with or without cause, by giving thirty (30) days written notice to Food and Shelter, Inc.; and
- § 5. WHEREAS, upon consideration, the City Council hereby directs that Contract K-2223-56 should be terminated pursuant to its own terms, by giving thirty (30) days written notice, as set forth therein.

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

- § 6. City Staff shall effectuate the termination of Contract K-2223-56 pursuant to its terms therein.

PASSED AND ADOPTED this _____ day of _____, 2024.

Mayor

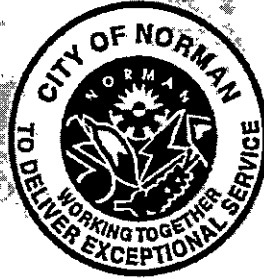
ATTEST:

City Clerk



City of Norman, OK

Municipal Building
Council Chambers
201 West Gray
Norman, OK 73069



City Council

October 22, 2024
Tuesday, ~~October 10, 2024~~

6:30 PM

Director of Parks and Recreation

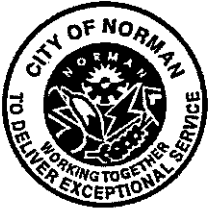
**City Council, Norman Utilities Authority, Norman Municipal Authority,
and Norman Tax Increment Finance Authority**

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

Councilmembers Austin Ball, Ward 1, Matthew Peacock, Ward 2, Bree Montoya, Ward 3, Helen Grant Ward 4, Michael Nash, Ward 5, Joshua Hinkle, Ward 6, Stephen Tyler Holman, Ward 7, Scott Dixon, Ward 8, Mayor Larry Heikkila.

File Attachments for Item:

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RFP-2425-18 AND CONTRACT K-2425-48: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND UNLIMITED TREASURES, L.L.C., IN THE AMOUNT OF \$3,564 PER MONTH TO PROVIDE CUSTODIAL SERVICES FOR THE ADULT WELLNESS AND EDUCATION CENTER (AWE).



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/22/2024

REQUESTER: Lance Harper, Facilities and Construction Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RFP-2425-18 AND CONTRACT K-2425-48: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND UNLIMITED TREASURES, L.L.C., IN THE AMOUNT OF \$3,564 PER MONTH TO PROVIDE CUSTODIAL SERVICES FOR THE ADULT WELLNESS AND EDUCATION CENTER (AWE).

BACKGROUND:

The Facility Maintenance Division's janitorial staff consists of two full-time employees assigned daily duties involving supply chain deliveries, cleaning quality control inspections, and day porting needed areas on the City Hall Campus. As the City no longer employs staff members to perform custodial daily cleanings at City Hall, the Facilities Maintenance Division has entered into month-to-month cleaning agreements with a custodial contractor.

On April 13, 2021, the Norman Municipal Authority approved Contract K-2021-115 with Crossland Construction Company, Inc., to provide Construction Management at Risk Services for the Adult Wellness and Education Center (AWE) at 602 N. Findlay Avenue, Norman, OK. The project was completed in November 2023 and is operated by Healthy Living Norman. The AWE is a 23,000-square-foot building with an indoor pool, indoor walking track, and multiple fitness areas with locker rooms having showers, bathrooms, and sinks; multipurpose and art-specific classroom and lounge areas; two restroom facilities; four cabana rooms; and one full kitchen area with one bathroom.

DISCUSSION:

Four proposals to provide custodial services for the AWE (RFP 2425-18) were received in the Parks and Recreation office on September 19, 2024, from the following cleaning contractors:

1. Anago Cleaning Service
2. Goodwill Cleaning
3. Unlimited Treasures (DQ)
4. Anchor Cleaning

Proposals were reviewed and evaluated by the Parks and Facilities Division based on experience providing similar services, references, cost, and overall ability to deliver specified

services. Unlimited Treasures and Anago were the lowest bids, with a difference of \$85.40 per month cost. After evaluating each proposal, staff recommended the proposal submitted by Unlimited Treasures, which had the lowest bid price, as they met all the requirements in the Request for Proposal. Unlimited Treasures is a full-service commercial janitorial cleaning company in Oklahoma City, Oklahoma. Unlimited Treasures is cleaning Millwood High School, Community Abundant Life Church, W Services Group, and JW Construction Properties. References were checked, and positive reviews for Unlimited Treasure's custodial services were provided.

The proposal submitted by Unlimited Treasures, LLC, includes a base fee of \$3,564 per month, which provides 45 hours per week and autonomous cleaning equipment, plus per-occurrence fees for deep cleaning of floors and windows. Funds are available in Facility Administration Services Miscellaneous Services-Other (Account 10770430-44799).

If approved, the proposed contract will become effective October 1, 2024, and continue through September 30, 2025. The contract may be extended by mutual agreement for four (4) additional twelve (12) month periods provided sufficient appropriations are made by the City Council. The services provided are outlined in Exhibit A of the contract.

RECOMMENDATION: It is recommended that City Council approve Contract K-2425-48 in the amount of \$3,564 per month (\$42,768 for a 12 month term) to provide custodial services for the Adult Wellness and Education Center (AWE).

K-2425-48

**AGREEMENT FOR PROFESSIONAL CUSTODIAL SERVICES
FOR THE CITY OF NORMAN WELLNESS CENTER (AWE)**

This Agreement is entered into between The City of Norman ("CITY") and Unlimited Treasures, LLC for the following reasons:

1. The CITY requires custodial services ("Services") for the City of Norman Wellness Center (AWE) located at 602 N. Findlay Ave, Norman, Oklahoma 73071; and,
2. Unlimited Treasures, is prepared to provide the Services as outlined in the proposal submitted September 19th, 2024, as Exhibit "A" to this Agreement included herein and made a part hereof.

In consideration of the promises contained in this Agreement, CITY and Unlimited Treasures LLC agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be the 8th of October, 2024 and shall extend until October 7th, 2025. The terms and provisions of this contract may be extended by mutual agreements of the parties for four (4) additional twelve (12) month periods unless the contract amount changes and only after sufficient appropriations shall have been made for the particular fiscal year in which renewal is sought.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oklahoma. Any actions brought under the terms of this Agreement shall be heard in the United States District Court for the Western District of Oklahoma or in the District Court of Cleveland County, Oklahoma.

ARTICLE 3 - PERFORMANCE AND STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services, allocating for 6 days per week at 7.5 hours per night for a total price per month of \$3,564.00 as further described in Exhibit "A". In terms of the standard of excellence, 100% excellence in compliance and in the work performed shall be the goal.

ARTICLE 4 - INDEMNIFICATION AND LIABILITY

Indemnification. Unlimited Treasures, agrees to defend, indemnify, and hold harmless the CITY, its officers, servants, and employees, from and against any and all liability, loss, damage, cost and expense (including attorney's fees and accountants fees) caused by an error, omission, or negligent act of Unlimited Treasures in the performance of Services under this Agreement. The CITY agrees to defend, indemnify and hold harmless its officers, servants and employees, from and against any all liability, loss, damage, cost and expense (including attorney's fees and accounts' fees) caused by an error, omission, or negligent act of the CITY in the performance of Services under this Agreement, provided such indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. Unlimited Treasures and the CITY each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of such claims. The acceptance by the CITY or its representatives of any certification of insurance providing for coverage

K-2425-48

other than as required in this Agreement to be furnished by Unlimited Treasures shall not in any event be deemed a waiver of any action, right, or remedy otherwise available to the CITY under Oklahoma law.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 5 – INSURANCE

During the performance of the Services under this Agreement, Unlimited Treasures shall maintain Worker's Compensation insurance in accordance with State Laws and Employer's Liability insurance in the following amount, pursuant to State Law:

- (a) Property Damage Liability.—Limits shall be carried in the amount of not less than twenty five thousand dollars (\$25,000.00) to any one person for any number of claims for damage to or destruction of property including but not limited to consequential damages arising out of a single accident or occurrence.
- (b) All Other Liability.—In an amount not less than one hundred twenty five thousand dollars (\$125,000.00) for claims including accidental death, personal injury, and all other claims to any one person out of a single accident or occurrence.
- (c) Single Occurrence of Accident Liability.—In an amount not less than one million dollars (1,000,000.00) for any number of claims arising out of a single occurrence or accident.

This insurance policies shall be issued by a company approved by the City of Norman. The CITY shall be furnished with a Certificate of Insurance which shall provide that such insurance shall not be changed or canceled without ten (10) business day's prior written notice to the CITY. Certificates of insurance shall be delivered to the CITY prior to the commencement of the Agreement.

ARTICLE 6 – TERMINATION

This Agreement may be terminated by either party upon thirty (30) day written notice to the other party.

ARTICLE 7 – NOTICES

Any notice required by this Agreement shall be made in writing to the address specified below:

CITY:

Lance Harper
Facility and Construction Manager
City of Norman P.O. Box 370
Norman, OK 73070 405-779-6525

Unlimited Treasures:
Danelle Walker
Unlimited Treasures, LLC
537 NO 169th, Edmond Ok 73012
405-240-8840 Unlimitedtreasures4@gmail.com

Nothing contained in this Article shall be construed to restrict the transmission of routine communication between representatives of CITY and Unlimited Treasures.

ARTICLE 8 – DISPUTES

In the event of a dispute between CITY and Unlimited Treasures arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

ARTICLE 9 – NONDISCRIMINATION

Unlimited Treasures agrees that it, or any of its subcontractors, will not discriminate against any persons on the basis of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex.

ARTICLE 10 – NON-WAIVER

No failure on the part of either party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by either party of any right hereunder preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to either party at law or in equity. Further, any waiver by either CITY or Unlimited Treasures of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other further breach.

ARTICLE 11 – ENTIRE AGREEMENT; AMENDMENTS

This Agreement, including Exhibit "A", the proposal submitted by Unlimited Treasures on September 19th, 2024, incorporated by reference, and represents the entire and integrated agreement between CITY and Unlimited Treasures. It supersedes all prior and contemporaneous communications, representations, and agreements, wither oral or written, relating to the subject matter of this Agreement. This Agreement may not be amended or modified, except in writing, signed by each of the parties hereto.

ARTICLE 12 – SEVERABILITY

If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

ARTICLE 13 – ASSIGNMENT

Neither CITY nor Unlimited Treasures shall assign any rights or duties under this Agreement without the prior written consent of the other party.

ARTICLE 14 – NO THIRD PARTY RIGHTS

The services provided for in this Agreement are for the sole use and benefit of CITY and Unlimited Treasures. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CITY and Unlimited Treasures.

ARTICLE 15 – BINDING EFFECT

K-2425-48

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[Signatures on page to follow]

IN WITNESS WHEREOF, the CITY and Unlimited Treasures, have executed this Agreement,

Dated this _____ day of _____ 202__

The City of Norman:

Signature: _____

Name: _____

Title: _____

Date: 9/26/2024

Attest: _____
Deputy City Clerk

Approved as to form and legality this _____ day of _____ 202__

City Attorney

Unlimited Treasures LLC.

Signature: Danelle Walker

Name: Danelle Walker

Title: CHIEF OPERATING OFFICER

STATE OF OKLAHOMA SS: COUNTY OF Oklahoma

Before me, the undersigned, a Notary Public in and for said County and State, On this 26th day of September 2024, personally appeared Danelle Walker to me known to be the identical person who executed the foregoing, and acknowledged to me that he/she executed the same as his free and voluntary act and deed for the sue and purposes therein set forth.

WITNESS my hand and seal the day and year last above written,

Notary Public: [Signature]

My commission: 10-06-25



EXHIBIT A



CERTIFICATE OF LIABILITY INSURANCE

Item 9.

DATE (MM/DD/YYYY)
09/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Suracy Insurance Agency, Inc 16774 W Park Circle Dr Chagrin Falls OH 44023	CONTACT NAME: Derek Perry PHONE (A/C, No, Ext): 855.213.4224 E-MAIL ADDRESS: service@suracy.com FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE
INSURED Unlimited Treasures 1709 NE 24th St Oklahoma City OK 73111	INSURER A: Next Insurance US Company INSURER B: Wesco Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 16285 25011

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	NXTHW37W34-00-GL	09/04/2024	09/04/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> GENT. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 15,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WWC3737872	08/28/2024	08/28/2025	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER The City of Norman 201 W. Gary St. Norman OK 73069	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Derek Perry</i>
---	--



CERTIFICATE OF LIABILITY INSURANCE

Item 9.

DATE (MM/DD/YYYY)
09/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


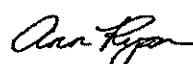
PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No):	
	E-MAIL ADDRESS: support@nextinsurance.com	
INSURED Unlimited Treasures 1709 NE 24th St Oklahoma City, OK 73111	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Next Insurance US Company	NAIC # 16285
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 451259282 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		NXTHW37W34-00-GL	09/04/2024	09/04/2025	EACH OCCURRENCE	\$1,000,000.00
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$100,000.00	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person)	\$15,000.00
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						PERSONAL & ADV INJURY	\$1,000,000.00
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						GENERAL AGGREGATE	\$2,000,000.00
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PRODUCTS - COMP/OP AGG	\$2,000,000.00
							OTHER	\$
							COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							EACH OCCURRENCE	\$
							AGGREGATE	\$
							PER STATUTE	\$
							OTH-ER	\$
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder is The City of Norman, OK - Government. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the Insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER The City of Norman, OK - Government 201 W Gray St Norman, OK 73069	LIVE CERTIFICATE  Click or scan to view	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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REQUEST FOR PROPOSAL**EXHIBIT A****RFP-2425-18**

NOTICE is hereby given that the City of Norman will receive proposals at the, **OFFICE OF Parks & Recreation, 225 N. Webster Ave, Norman, Oklahoma, 73069, until 5:00 p.m. on September 19th 2024**, for the following:

Request for Proposal RFP-2425-18 – Custodial Services for the City of Norman Adult Wellness and Education Center, AWE (senior center) located at 602 N Findlay Norman, Ok, for a period of one year with four one year renewal options.

A **non-mandatory** Pre-Proposal Conference shall be conducted on **September 11th, 2023, at 9:00 AM** for all who desire to submit a proposal. The meeting will be held in the **AWE building 602 N. Findlay, Norman, Oklahoma**, to allow all interested parties to tour and evaluate this facility in order to submit their proposal. All who wish to be considered for this agreement are encouraged to attend this meeting.

ALL WRITTEN PROPOSALS MUST BE RECEIVED IN THE OFFICE OF THE CITY PARKS AND RECREATION DEPARTMENT AT 225 N. Webster Ave, BY September 19th, 2024, AT 5:00 P.M.

All questions concerning this proposal are to be submitted via email to Lance Harper, Construction and Facilities Manager, **Lf.harper@normanok.gov**. Phone: 405-779-6525. **WWW.Normanok.gov** for complete RFP.

REQUEST FOR PROPOSAL**RFP-2425-18****TO PROVIDE CUSTODIAL SERVICES****FOR THE City of Norman Adult Wellness and Education Center (AWE)****I. GOAL:**

The goal of this request for proposal is to enter into a contract with a selected company that provides quality janitorial services. The city has an obligation to provide a safe, clean, and sanitary environment for employees and the public.

II. CONTRACT PERIOD:

The contract shall commence on October 1st, 2024, and extend through September 30th, 2025. The terms and provisions of this contract may be extended by mutual agreements of the parties for four additional 12 month periods unless the contract amount changes and after sufficient appropriations shall have been made for the particular fiscal year in which renewal is sought. Either party may terminate this agreement by giving a thirty (30) day notice in writing to the other party. In no event shall this contract be extended to September 30, 2029.

III. LOCATION TO BE SERVICED:

602 N. Findlay, Norman, Ok 73069

IV. PROPOSAL INSTRUCTIONS, PRE-REQUISITES & SUBMISSIONS:

Proposal costs should include providing all equipment and cleaning supplies/products used by the contractor(except liquid solution provided through concentrated cleaning solution disperser, the contractor will work with city staff to select the options for cleaning solutions provided by the City). The City shall provide urinal blocks and sanitary napkin disposal bags required for proper maintenance of the buildings. The City of Norman shall provide products for cleaning solutions for floors and restrooms, soap dispensers, toilet paper dispensers, paper towel dispensers, and trashcan liners. The contractor shall be responsible for restocking these dispensers as necessary. The City of Norman will provide Toilet Paper, Paper Towels, and Soap. The City will provide a floor maintainer that must be used by the contractor.

Only proposers who can comply with the following should submit proposals:

The proposer shall have been in the cleaning business handling commercial or industrial accounts for at least three years prior to submission of its Proposal and shall have experience in cleaning a large (10,000 sq. ft. or more) office (private or public) building for one year or more.

The proposer shall furnish all equipment as required to successfully perform the cleaning per these specifications.

The proposer shall have an adequate number of full-time employees on the payroll engaged directly in cleaning work as of the date of the submission of its proposal, and if awarded the contract, the vendor shall maintain such minimum number of employees throughout the term of the contract, as necessary to satisfactorily perform the duties and obligations of said contract. Subcontractors or franchise participants shall not be used or counted toward the full-time employees unless the Proposer has received prior written approval from the Facility Manager or a designee for the use of the subcontractors or franchise participants. The granting of such written approval shall rest in the sole discretion of the Facility Manager or a designee, and if given, shall be subject to revocation without cause upon 10 days written notice being given to the Contractor. Failure of the Contractor to comply with this subsection shall constitute cause for termination of the contract. Approved subcontractors shall be required to submit the same insurance certificate required of the Contractor. It is the Contractor's responsibility to notify subcontractors of the City's insurance requirements and obtain and submit the insurance certificate to the City of Norman

prior to any services being provided. It is the Contractor's responsibility to ensure subcontractors abide by all terms and conditions of this agreement.

The work as specified under this contract is to be completed between the hours of 9:00 p.m. and 6:00 a.m. or as designated by the City's Facility Maintenance Manager. The Proposer must include, along with its proposal, a submission of the anticipated number of man hours/day and the anticipated work force required to carry out the specified work.

If the proposed staffing is less than the experience the City has shown to be the minimum of employees needed to perform the required services, the City of Norman may reject the proposal submitted, unless the Proposer is able to demonstrate to the satisfaction of the City prior to the contract award that they can adequately and satisfactorily perform the services as specified under this contract with fewer employees.

The proposer shall include in its proposal, a listing of at least four references, one of which shall be a medium to large office building or a similar government agency.

V. GENERAL SCOPE OF WORK AND SERVICES TO BE INCLUDED IN PROPOSAL:

A.W.E. 602 N Findlay, Norman, ok

GENERAL INFORMATION

FLOORS

Carpeted surface cleaning, vacuumed, spot removal, and steam cleaning of carpet, to be part of proposal. Hard surface cleaning, sweeping, mopping, stripping and waxing, to be part of proposal. Intervals of time for this cleaning to be part of the proposal daily, weekly, monthly, etc.

WINDOWS

Entrance glass doors, windows, interior and exterior cleaning, to be part of proposal. Intervals of time for this cleaning to be part of the proposal daily, weekly, monthly, yearly, etc.

BATHROOMS, MECHANICAL/JANITORIAL ROOMS, AND BREAK ROOMS

Cleaning of fixtures, cabinets, counter tops, panels, water fountains, sinks, walls and dispensers, periodic deep cleaning of bathroom tile walls. Intervals of time for this cleaning to be part of the proposal daily, weekly, monthly, etc.

GENERAL HOUSEKEEPING

Interior facility services should include emptying trash cans interior and exterior, replacing with new liners, dusting, and high cob web removal, general straightening of furniture, window ledges, doors, and baseboards, outside of doors and inside air locks. Intervals of time for this cleaning to be part of the proposal daily, weekly, monthly, etc.

Specifications for the facilities included the following attachments:

1) Square feet of space: 23,000 GSF

2) Number of restrooms & amenities:

Main Bathrooms; Two (2) Restroom facilities: one (1) Men, one (1) women, Four (4) toilet stalls, two (2) urinals

Cabana rooms: Four (4) cabana rooms with (1) toilet: one (1) sink, one (1) shower.

Locker rooms: Two (2): (1) Men, one (1) women, each locker room has, 2 showers, 2 bathrooms, 3 sinks

Other:

Kitchen: One Sink, counter tops

Gym; work out equipment and walking track, one bathroom with 1 toilet, 1 sink.

VI. CUSTODIAL PERSONNEL:

All employees shall complete an Oklahoma State Bureau of Investigation (OSBI) background check for felony convictions. OSBI background checks must be submitted to the Parks and Recreation office, attn: Lance Harper, P.O. Box 370, Norman, OK 73070 prior to beginning work.

Identification badges (to be visible at all times); access cards and keys shall be issued to the contractor who shall be responsible for their use. The contractor shall return all keys, key fobs, and identification badges upon demand if deemed necessary by the City at any time. Loss of keys, key fobs, and/or identification badges must be reported immediately to the Facility Maintenance or his/her designee. **Under no circumstances shall**

children, animals or personnel not employed by the successful vendor accompany the custodial personnel while performing this job.

The Contractor shall replace the services of any employee whose conduct the City's designee feels is detrimental to the best interest of the City. Final determination shall rest with the City.

VII. GENERAL SAFETY AND SECURITY:

The selected contractor shall be responsible for the safety of its employees and to provide to the Custodial Coordinator of the City of Norman copies of all Material Safety Data Sheets of products used on this property and to keep them updated in accordance with OSHA standards.

It shall be the contractor's responsibility to secure all exterior doors of each building during and after work is performed. Leave interior doors either locked or unlocked in the condition that they are found. All work must be performed at agreed upon scheduled times. No personnel shall perform work outside of this schedule without prior pre approval by the Custodial Coordinator.

VIII. INSPECTION AND COMPLIANCE OF WORK PERFORMED:

The contract, once awarded, shall be monitored by the City's Facility maintenance Supervisor. This person is the point of contact for the Contractor and has the authority to instruct custodial personnel as to the needs of the Adult Wellness Center. The contractor shall provide a person to act as the company representative and point of contact who is authorized to make binding decisions on behalf of the company. Walk-through inspections with the Facility Supervisor shall be scheduled on a once-a-month basis with the designated representative. The City of Norman is dealing with public funds that are entrusted to pay for services rendered. If services are of poor quality, the Facilities Supervisor, with supervisor approval, shall have the authority to withhold all or a portion of the monthly payment to the contractor in direct correlation to the work that has not been completed. The City of Norman is committed to paying for services rendered but is not obligated to pay for services not performed or for inadequate service.

All performance shall be subject to inspection and approval by the City's Facility Supervisor. In terms of standard of excellence, 100% excellence in the work performed

and compliance shall be the goal. The City reserves the right to recover the actual cost for damages caused through the inattention, omissions, or negligence of the contractor's employees or subcontractors. **CONTRACT NON-COMPLIANCE ISSUES WILL BE ENFORCED.**

IX. MAINTENANCE PROCEDURE AND MATERIALS

The City of Norman desires to be a good steward of the environment and a good citizen and neighbor to all the citizens of Norman. The Green Team Initiative also applies to cleaning and janitorial services to our buildings. Green Cleaning is defined as "cleaning to protect health without harming the environment." Procedures and products utilized in this proposal, which contribute to healthy surroundings for the building occupants and Proposer's staff members and minimize the impact of cleaning operations on the environment are very desirable by the City of Norman. Building cleanliness is not solely evaluated on appearance. Additional emphasis will be placed on the environmental sustainability of cleaning operations and overall building health. Proposers are encouraged to address the specifics of their green cleaning program and initiatives in all applicable areas below in the procedures and materials sections. The Proposer's response to this initiative is part of the overall evaluation criteria.

CLEANING PROCESS AND PROCEDURE: The Proposer shall include in their proposal the process and procedure their staff will use in each of the following areas.

- Floor Vacuuming
- Mopping
- Spray Buffing
- Floor Stripping and waxing
- Commodes
- Urinals
- Wash Bowls
- Drinking Fountains
- Toilet Room Cleaning
- Care of Dispensers
- Trash Removal
- Training of contractor staff
- Window cleaning
- Carpet Spot Cleaning and Stain Removal

- Wiping down work-out machines and equipment

REPAIR OF BUILDING: The Custodial Coordinator shall be notified immediately by phone call, of any fixtures, building equipment or materials that have become loose, out of order, or in need of repair or replacement.

X. SELECTION PROCESS

EVALUATION: Proposals will be evaluated based upon experience providing similar services; references; cost; quality, and overall ability to provide specified services. This evaluation may include, at the City's option, site visits to locations the vendor is currently cleaning to assess the quality of cleaning services. References should be within the Oklahoma City metropolitan area.

PROPOSAL EVALUATION PROCESS: A selection committee will independently evaluate each proposal. The committee may make its selection based on the written proposals received, or may, at its discretion, conduct oral interviews with some or all of the Proposers. The committee will make its recommendation to the City Council of the City of Norman. The City Council will approve the recommended Proposer, a different Proposer or may decline to contract with any Proposer.

SELECTION CRITERIA: Proposers will be recommended for selection based on their overall responsiveness to meet all listed requirements of the RFP. Emphasis will be placed on the following criteria (in no particular order):

- Experience providing similar services
- References
- Total cost of services proposed
- Overall ability to provide specified services

XI. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED:

A. During the performance of this contract, the contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age, except where religion,

sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.

The Contractor, in all solicitations or advertisements for employment placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

XII. AWARD OF CONTRACT:

The contract shall be awarded to the firm whose proposal is responsive to the RFP and is most advantageous to the City, considering the factors identified in the RFP.

XIII. INSURANCE:

LIABILITY & PROPERTY DAMAGE INSURANCE: The contractor assumes all risks incident to or in connection with its purpose to be conducted herein under and shall indemnify, defend, and save the City of Norman harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the contractor's operations and arising from acts or omissions of his employees and shall indemnify, defend, and save harmless the City of Norman from any penalties for violation of any law, ordinance, or regulation affecting or having application to said operation or resulting from the carelessness, negligence, or improper conduct of contractor or any of his agents or employees.

In the connection therewith, the contractor shall carry Workers' Compensation in accordance with State Laws and Employer's Liability Insurance in the following amounts:

Property Damage Liability – Limits shall be carried in the amount of not less than twenty five thousand dollars (\$25,000.00) to any one person for any number of claims for damage to or destruction of property including but not limited to consequential damages arising out of a single accident or occurrence.

All Other Liability – In an amount not less than one hundred twenty-five thousand dollars (\$125,000.00) for claims including accidental death, personal injury, and all other claims to any one person out of a single accident or occurrence.

Single Occurrence or Accident Liability – In an amount not less than one million dollars (\$1,000,000.00) for any number of claims arising out of a single occurrence or accident.

The insurance policies shall be issued by a company approved by the City of Norman. The City shall be furnished with a Certificate of Insurance which shall provide that such insurance shall not be changed or canceled without ten (10) days prior written notice to the City of Norman. Certificates of Insurance shall be delivered to the City of Norman prior to the commencement of the agreement. THE POLICY SHALL LIST THE CITY OF NORMAN AS "CO-INSURED" OR "ADDITIONAL INSURED."

This RFP does not commit the City of Norman to award a contract, or to any obligation for costs incurred in the preparation in response to the RFP. Furthermore, the City reserves the right to accept or reject any or all proposals received as a result of this RFP and to negotiate with any qualified source or to cancel in part or in its entirety this RFP, if it is determined to be in the best interest of the City to do so.

NOTICE TO RFP RECIPIENTS

When submitting responses to RFPs, corporate entities are required to comply with State law regarding authorized signatures.

State statute requires that bids/RFPs "be signed by the chair or vice chair of the Board of Directors, or the President, or by a Vice President, and attested by the Secretary or an Assistant Secretary; or by officers as may be duly authorized to exercise the duties...."
18 O.S. § 1007.A.2

However, if some other official with the corporation, such as a secretary signing a document, such signature needs to be accompanied by a certificate or a copy of a resolution adopted by the Board setting forth the authority of that individual to execute a contract.

With respect to limited liability corporations, every manager is an agent of the company for the purpose of business and binds the limited liability company. Therefore, instruments and documents shall be valid and binding upon the limited liability company if executed by one or more of its managers. 18 O.S. § 2019A

As set forth above when submitting bids and RFPs, certification adhering to the state statutes should accompany documents being turned in for review.

AFFIDAVIT OF NON-COLLUSION

STATE OF _____)

COUNTY OF _____)ss

_____, of lawful age, being first duly sworn, on oath says, that (s) he is the agent authorized by the bidder to submit the attached bid. Affidavit further states that the bidder has not been a party to any collusion among bidders in restraint to freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to quantity, quality, or price in the prospective contract, or any other terms of prospective contract; or in any discussion between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Norman, Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this bid.

Proposer

By: _____

Subscribed and sworn to before me on this _____ day of _____, 20____

My Commission Expires _____

File Attachments for Item:

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RFP-2425-17 AND CONTRACT K-2425-49: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ANAGO OKC, INC., IN THE AMOUNT OF \$3,142.30 PER MONTH TO PROVIDE CUSTODIAL SERVICES FOR THE 12th AVENUE RECREATION CENTER, IRVING RECREATION CENTER, WHITTIER RECREATION CENTER AND LITTLE AXE COMMUNITY CENTER.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/22/2024

REQUESTER: Lance Harper, Facilities and Construction Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RFP-2425-17 AND CONTRACT K-2425-49: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ANAGO OKC, INC., IN THE AMOUNT OF \$3,142.30 PER MONTH TO PROVIDE CUSTODIAL SERVICES FOR THE 12th AVENUE RECREATION CENTER, IRVING RECREATION CENTER, WHITTIER RECREATION CENTER AND LITTLE AXE COMMUNITY CENTER.

BACKGROUND:

The Facility Maintenance Division's janitorial staff consists of two full-time employees assigned daily duties involving supply chain deliveries, cleaning quality control inspections, and day porting needed areas on the City Hall Campus. As the City no longer employs staff members to perform custodial daily cleanings at City Hall, the Facilities Maintenance Division has entered into month-to-month cleaning agreements with a custodial contractor.

The Parks Department recreation centers provide services and activities for Norman residents, including child care throughout the year, summer and out-of-school camps, library services, recreational opportunities such as basketball, tennis, and pickleball courts, and rental space for meetings, dance, karate, gymnastics, and various community gatherings.

DISCUSSION:

Five proposals to provide custodial services for recreation centers (RFP 2425-17) were received in the Parks and Recreation office on September 26, 2024, from the following cleaning contractors:

- 1. Anago LLC
- 2. OK Elite Cleaning Service
- 3. Crowders Cleaning Service
- 4. Unlimited Treasures, LLC
- 5. Anchor Janitorial

Proposals were reviewed and evaluated by the Parks and Facilities Division based on experience providing similar services, references, cost, and overall ability to deliver specified

services. Crowders Cleaning Service was disqualified for technical reasons. Anago and Unlimited Treasures were the lowest bids, with a difference of \$372.70 per month cost. After evaluating each proposal, staff recommended the proposal submitted by Anago LLC with the lowest bid price, as they met all the requirements in the Request for Proposal. Anago, LLC is a full-service commercial janitorial cleaning company in Oklahoma City, Oklahoma, with branch offices in Kansas City. Anago is cleaning the American Fidelity Company, Cleveland County Health Department, Quail Springs Baptist Church, Cambria Energy, and MacArthur Associated Consultants. References were checked, and positive reviews of Anago custodial services were provided.

The proposal submitted by Anago, LLC includes a base fee of \$3,142.30 per month, which provides for 35 hours per week for autonomous cleaning equipment, plus per-occurrence fees for deep cleaning of floors and windows. Funds are available in Facility Administrative Services Miscellaneous Services-Other (Account 10770430-44799).

If approved, the proposed contract will become effective October 1, 2024, and continue through September 30, 2025. The contract may be extended by mutual agreement for four (4) additional twelve (12) month periods provided sufficient appropriations are made by the Council for the particular fiscal year in which renewal is sought. The services provided are outlined in Exhibit A of the contract.

RECOMMENDATION: It is recommended that City Council approve Contract K-2425-49 to Anago LLC., in the amount of \$3,142.30 per month (\$37,707.60 for a 12 month term) to provide custodial services for the 12th Avenue Recreation Center, Irving Recreation Center, Whittier Recreation Center and Little Axe Community Center.

AGREEMENT FOR PROFESSIONAL CUSTODIAL SERVICES
FOR THE CITY OF NORMANS RECREATIONS CENTERS (4)

This Agreement is entered into between The City of Norman ("CITY") and Anago, LLC ("Anago") for the following reasons:

1. The CITY requires custodial services ("Services") for and, **including 12th Avenue Recreation Center located at 1701 12th Ave NE, Irving Recreation Center located at 125 Vicksburg Drive, Whittier Recreation Center located at 2000 w Brooks street, and Little Axe Community Center located at 1000 168th Ave NE, and**
2. Anago is prepared to provide the Services as outlined in the proposal RFP-2425-17, as Exhibit "A" to this Agreement included herein and made a part hereof.

In consideration of the promises contained in this Agreement, CITY and Anago agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be the 9th day of October, 2024 and shall extend for one year thereafter. The terms and provisions of this contract may be extended by mutual agreements of the parties for four (4) additional twelve (12) month periods, unless the contract amount changes and only after sufficient appropriations shall have been made for the particular fiscal year in which renewal is sought.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oklahoma. Any actions brought under the terms of this Agreement shall be heard in the United States District Court for the Western District of Oklahoma or in the District Court of Cleveland County, Oklahoma.

ARTICLE 3 – PERFORMANCE AND STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services, allocating for six (5) days per week for a total price per month of \$3,142.30, and a total annual cost of \$37,707.60, as further described in Exhibit "A". In terms of the standard of excellence, 100% excellence in compliance and in the work performed shall be the goal.

ARTICLE 4 – INDEMNIFICATION AND LIABILITY

Indemnification. Anago agrees to defend, indemnify, and hold harmless the CITY, its officers, servants, and employees, from and against any and all liability, loss, damage, cost and expense (including attorney's fees and accountants fees) caused by an error, omission, or negligent act of Anago in the performance of Services under this Agreement. The CITY agrees to defend, indemnify and hold harmless Anago, its officers, servants and employees, from and against any all liability, loss, damage, cost and expense (including attorney's fees and accounts' fees) caused by an error, omission, or negligent act of the CITY in the performance under this Agreement, provided such indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. Anago and the CITY each agree to promptly serve notice on the other party of any claims arising hereunder, and shall

cooperate in the defense of such claims. The acceptance by the CITY or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by Anago shall not in any event be deemed a waiver of any action, right, or remedy otherwise available to the CITY under Oklahoma law.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 5 – INSURANCE

During the performance of the Services under this Agreement, Anago shall maintain Worker's Compensation insurance in accordance with State Laws and Employer's Liability Insurance in the following amount, pursuant to State Law:

- (a) **Property Damage Liability.**—Limits shall be carried in the amount of not less than twenty five thousand dollars (\$25,000.00) to any one person for any number of claims for damage to or destruction of property including but not limited to consequential damages arising out of a single accident or occurrence.
- (b) **All Other Liability**—In an amount not less than one hundred twenty five thousand dollars (\$125,000.00) for claims including accidental death, personal injury, and all other claims to any one person out of a single accident or occurrence.
- (c) **Single Occurrence of Accident Liability**—in an amount not less than one million dollars (1,000,000.00) for any number of claims arising out of a single occurrence or accident.

This insurance policies shall be issued by a company approved by the City of Norman. The CITY shall be furnished with a Certificate of Insurance which shall provide that such insurance shall not be changed or canceled without ten (10) business day's prior written notice to the CITY. Certificates of Insurance shall be delivered to the CITY prior to the commencement of the Agreement.

ARTICLE 6 – TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

ARTICLE 7 – NOTICES

Any notice required by this Agreement shall be made in writing to the address specified below:

CITY:

Lance Harper
Facility and Construction Manager
City of Norman P.O. Box 370
Norman, OK 73070
405-779-6525

Anago:

Eric E. Adame
Anago Cleaning Systems

6303 N. Portland Ave, Suite 201
Oklahoma City, Ok 73112
eric@anagookc.com

Nothing contained in this Article shall be construed to restrict the transmission of routine communication between representatives of CITY and Anago.

ARTICLE 8 – DISPUTES

In the event of a dispute between CITY and Anago arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

ARTICLE 9 –NONDISCRIMINATION

Anago agrees that it, or any of its subcontractors, will not discriminate against any persons on the basis of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex.

ARTICLE 10 – NON-WAIVER

No failure on the part of either party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by either party of any right hereunder preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to either party at law or in equity. Further, any waiver by either CITY or Anago of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other further breach.

ARTICLE 11 – ENTIRE AGREEMENT; AMENDMENTS

This Agreement, including Exhibit "A", the proposal submitted by Anago on September 11, 2024, incorporated by reference, and represents the entire and integrated agreement between CITY and Anago. It supersedes all prior and contemporaneous communications, representations, and agreements, wither oral or written, relating to the subject matter of this Agreement. This Agreement may not be amended or modified, except in writing, signed by each of the parties hereto.

ARTICLE 12 – SEVERABILITY

If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

ARTICLE 13 – ASSIGNMENT

Neither CITY nor Anago shall assign any rights or duties under this Agreement without the prior written consent of the other party.

ARTICLE 14 – NO THIRD PARTY RIGHTS

The services provided for in this Agreement are for the sole use and benefit of CITY and Anago. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CITY and Anago.

K-2425-~~HR~~

ARTICLE 15 – BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the CITY and Anago have executed this Agreement as of the Effective Date.

The City of Norman:

Signature: _____

Name: _____

Title: _____

Date: _____

Attest: _____
City Clerk

Approved as to form and legality this ____ day of _____ 202__

City Attorney

Anago Cleaning systems, LLC:

Signature: Eric E. Adame

Name: ERIC E. ADAME

Title: President

STATE OF Oklahoma COUNTY OF Cleveland ss:

Before me, the undersigned, a Notary Public in and for said County and State, On this 2nd day of October 2024, personally appeared Eric Adame to me known to be the identical person who executed the foregoing, and acknowledged to me that he/she executed the same as his free and voluntary act and deed for the sue and purposes therein set forth.

WITNESS my hand and seal the day and year last above written,

Notary Public: Karla Sitton

My commission: January 9, 2027





ANAGCLE-18

Item 10.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/5/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McNamara Company 1330 Highway 96 E White Bear Lake, MN 55110	CONTACT NAME: PHONE (A/C, No, Ext): (651) 426-0607	FAX (A/C, No): (651) 426-5790	
	E-MAIL ADDRESS:		
INSURED UCG2 LLC dba Anago of Oklahoma City 20 SW 27TH AVE STE 300 POMPANO BEACH, FL 33069	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Liberty Mutual		23035
	INSURER B: Hanover Insurance Companies		22292
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC OTHER:		BKS65252983	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BKS65252983	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		USO65252983	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	W2XJ154842	10/1/2024	10/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Crime		BKS65252983	10/1/2024	10/1/2025	50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This certificate is evidencing coverage for the above named Insured.

CERTIFICATE HOLDER **** Informational Certificate ****	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

AFFIDAVIT OF NON-COLLUSION

STATE OF Texas)

COUNTY OF Harris) ss:

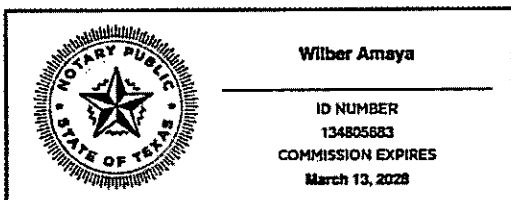
Eric Adame, of lawful age, being first duly sworn, on oath says, that (s) he is the agent authorized by the bidder to submit the attached bid. Affidavit further states that the bidder has not been a party to any collusion among bidders in restraint to freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to quantity, quality, or price in the prospective contract, or any other terms of prospective contract; or in any discussion between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Norman, Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this bid.

Eric E. Adame

Proposer

Eric Adame

By: Wilber Amaya



Electronically signed and notarized online using the Proof platform.

Subscribed and sworn to before me on this 11th day of September, 2024

Wilber Amaya

My Commission Expires 03/13/2028

REQUEST FOR PROPOSAL**EXHIBIT A****RFP-2425-17**

NOTICE is hereby given that the City of Norman will receive proposals at the, **OFFICE OF Parks & Recreation, 225 N. Webster Ave, Norman, Oklahoma, 73069, until 5:00 p.m. on September 19th, 2024**, for the following:

Request for Proposal RFP-2425-17 – Custodial Services for the City of Norman Recreation Centers, including 12th Avenue Recreation Center located at 1701 12th Ave NE, Irving Recreation Center located at 125 Vicksburg Drive, Whittier Recreation Center located at 2000 w Brooks street, and Little Axe Community Center located at 1000 168th Ave NE, for a period of one year with four one year renewal options.

A **non-mandatory** Pre-Proposal Conference shall be conducted on **September 10th, 2024, at 9:00 AM** for all who desire to submit a proposal. The meeting will be held in the **12th street Recreation center, 1701 12th Ave NE, Norman, Oklahoma**, to allow all interested parties to tour and evaluate these facilities in order to submit their proposal. All who wish to be considered for this agreement are encouraged to attend this meeting.

ALL WRITTEN PROPOSALS MUST BE RECEIVED IN THE OFFICE OF THE CITY PARKS AND RECREATION DEPARTMENT AT 225 N. Webster Ave, By September 19th, 2024, AT 5:00 P.M.

All questions concerning this proposal are to be submitted via email to Lance Harper, Construction and Facilities Manager, **Lf.harper@normanok.gov**. Phone: 405-779-6525. **WWW.Normanok.gov** for full RFP.

REQUEST FOR PROPOSAL**RFP-2425-17****TO PROVIDE CUSTODIAL SERVICES****FOR THE CITY OF NORMAN RECREATION CENTER FACILITIES****I. GOAL:**

The goal of this request for proposal is to enter into a contract with a selected company that provides quality janitorial services. The City has an obligation to provide a safe, clean, and sanitary environment for employees and the public.

II. CONTRACT PERIOD:

The contract shall commence on October 1st, 2024, and extend through September 30th, 2025. The terms and provisions of this contract may be extended by mutual agreements of the parties for four additional twelve (12) month periods unless the contract amount changes and only after sufficient appropriations shall have been made for the particular fiscal year in which renewal is sought. Either party may terminate this agreement by giving a thirty (30) day notice in writing to the other party. In no event shall this contract be extended past September 30, 2029.

III. LOCATIONS TO BE SERVICED:

12th Avenue Recreation Center – 1701 NE 12th Avenue Norman, OK 73071

Irving Recreation Center – 125 Vicksburg Ave Norman, OK 73071

Whittier Recreation Center – 2000 Brooks St Norman. OK 73072

Little Axe Community Center – 1000 168th Ave N.E.

IV. PROPOSAL INSTRUCTIONS, PRE-REQUISITES & SUBMISSIONS:

Request for Proposal
Custodial Services

Proposal costs should include providing all equipment and cleaning supplies/products used by the contractor (except liquid solution provided through concentrated cleaning solution disperser, the contractor will work with City staff to select the options for cleaning solutions provided by the City). The contractor shall provide urinal blocks and sanitary napkin disposal bags required for proper maintenance of the buildings. The City of Norman shall provide products for cleaning solutions for floors and restrooms, soap dispensers, toilet paper dispensers, paper towel dispensers, and trashcan liners. The contractor shall be responsible for restocking these dispensers as necessary. The City of Norman will provide Toilet Paper, Paper Towels, and Soap.

Only proposers who can comply with the following should submit proposals:

The proposer shall have been in the cleaning business handling commercial or industrial accounts for at least three years prior to submission of its Proposal and shall have experience in cleaning a large (10,000 sq. ft. or more) office (private or public) building for one year or more.

The proposer shall furnish all equipment as required to successfully perform the cleaning per these specifications.

The proposer shall have an adequate number of full-time employees on the payroll engaged directly in cleaning work as of the date of the submission of its proposal; and, if awarded the contract, the vendor shall maintain such minimum number of employees throughout the term of the contract as necessary to satisfactorily perform the duties and obligations of said contract. Subcontractors or franchise participants shall not be used or counted toward the full-time employees unless the Proposer has received prior written approval from the Facility Manager or their designee for the use of the subcontractors or franchise participants. The granting of such written approval shall rest in the sole discretion of the Facility Manager or their designee, and if given, shall be subject to revocation without cause upon ten (10) days written notice being given to the Contractor. Failure of the Contractor to comply with this subsection shall constitute cause for termination of the contract. Approved subcontractors shall be required to submit the same insurance certificate required of the Contractor. It is the Contractor's responsibility to notify subcontractors of the City's insurance requirements and obtain and submit the insurance certificate to the City of Norman prior to any services being provided. It is the Contractor's responsibility to ensure subcontractors abide by all terms and conditions of this agreement.

The work as specified under this contract is to be completed between the hours of 9:00 p.m. and 6:00 a.m., or as designated by the City's Facility Maintenance Manager. The

Proposer must include, along with its proposal, a submission of the anticipated number of man hours per day and the anticipated work force required to carry out the specified work.

If the proposed staffing is less than the experience the City has shown to be the minimum of employees needed to perform the required services, the City of Norman may reject the proposal submitted, unless the Proposer is able to demonstrate to the satisfaction of the City, prior to the contract award, that they can adequately and satisfactorily perform the services as specified under this contract with fewer employees.

The proposer shall include in its proposal, a listing of at least four references, one of which shall be a medium to large office building or a similar government agency.

V. GENERAL SCOPE OF WORK AND SERVICES TO BE INCLUDED IN PROPOSAL:

12th Avenue Recreation Center
Irving Recreation Center
Whittier Recreation Center
Little Axe Community Center

GENERAL INFORMATION

FLOORS

Carpeted surface cleaning, vacuumed, spot removal, and steam cleaning of carpet, to be part of proposal. Hard surface cleaning, sweeping, mopping, stripping and waxing, to be part of proposal. Intervals of time for this cleaning to be part of the proposal daily, weekly, monthly, etc.

WINDOWS

Entrance glass doors, windows, interior and exterior cleaning, to be part of proposal. Intervals of time for this cleaning to be part of the proposal daily, weekly, monthly, yearly, etc.

BATHROOMS, MECHANICAL/JANITORIAL ROOMS, AND BREAK ROOMS

Cleaning of fixtures, cabinets, counter tops, panels, water fountains, sinks, walls and dispensers, periodic deep cleaning of bathroom tile walls. Intervals of time for this cleaning to be part of the proposal daily, weekly, monthly, etc.

GENERAL HOUSEKEEPING

Interior facility services should include emptying trash cans interior and exterior, replacing with new liners, dusting, and high cob web removal, general straightening of furniture, window ledges, doors, and baseboards, outside of doors and inside air locks. Intervals of time for this cleaning to be part of the proposal daily, weekly, monthly, etc.

Specifications for the facilities included the following attachments:

1) Square feet of space: 23,000 GSF

2) Number of restrooms & amenities:

12th Avenue Recreation Center: Two (2) Restroom facilities: one (1) Men, one (1) women, four (4) toilet stalls, two (2) urinals

Irving Recreation Center: Two (2) Restroom facilities: one (1) Men, one (1) women, four (4) toilet stalls, two (2) urinals

Whittier Recreation Center: Two (2) Restroom facilities: one (1) Men, one (1) women, four (4) toilet stalls, two (2) urinals

Irving Recreation Center and Whittier Recreation center gyms: the gyms will only be cleaned on a "per request basis". Provide gym cleaning cost separate from daily cleaning cost of these two recreation centers.

Little Axe Community Center: Two (2) restroom facilities; one (1) Men, one (1) woman, five (5) toilet stalls, two (2) urinals.

VI. CUSTODIAL PERSONNEL:

All employees shall complete an Oklahoma State Bureau of Investigation (OSBI) background check for felony convictions. OSBI background checks must be submitted to the Parks and Recreation office, attn: Lance Harper, P.O. Box 370, Norman, OK 73070 prior to beginning work.

Identification badges (to be visible at all times); access cards and keys shall be issued to the Contractor who shall be responsible for their use. The Contractor shall return all keys, key fobs, and identification badges upon demand if deemed necessary by the City at any time. Loss of keys, key fobs, and/or identification badges must be reported immediately to the Facility Maintenance Manager or their designee. **Under no circumstances shall**

children, animals or personnel not employed by the successful vendor accompany the custodial personnel while performing this job.

The Contractor shall replace the services of any employee whose conduct the City's designee feels is detrimental to the best interest of the City. Final determination shall rest with the City.

VII. GENERAL SAFETY AND SECURITY:

The selected contractor shall be responsible for the safety of its employees and to provide to the Custodial Coordinator of the City of Norman copies of all Material Safety Data Sheets of products used on this property and to keep them updated in accordance with OSHA standards.

It shall be the Contractor's responsibility to secure all exterior doors of each building during and after work is performed. Leave interior doors either locked or unlocked in the condition that they are found. All work must be performed at agreed upon scheduled times. No personnel shall perform work outside of this schedule without prior pre approval by the Custodial Coordinator.

VIII. INSPECTION AND COMPLIANCE OF WORK PERFORMED:

The contract, once awarded, shall be monitored by the City's Facility Maintenance Supervisor. This person is the point of contact for the Contractor and has the authority to instruct custodial personnel as to the needs of the Norman Recreation Centers. The Contractor shall provide a person to act as the company representative and point of contact who is authorized to make binding decisions on behalf of the company. Walk-through inspections with the Facility Supervisor shall be scheduled on a once-a-month basis with the designated representative. The City of Norman is dealing with public funds that are entrusted to pay for services rendered. If services are of poor quality, the Facilities Supervisor, with supervisor approval, shall have the authority to withhold all or a portion of the monthly payment to the Contractor in direct correlation to the work that has not been completed. The City of Norman is committed to paying for services rendered but is not obligated to pay for services not performed or for inadequate service.

All performance shall be subject to inspection and approval by the City's Facility Supervisor. In terms of standard of excellence, 100% excellence in the work performed

and compliance shall be the goal. The City reserves the right to recover the actual cost for damages caused through the inattention, omissions, or negligence of the Contractor's employees or subcontractors. **CONTRACT NON-COMPLIANCE ISSUES WILL BE ENFORCED.**

IX. MAINTENANCE PROCEDURE AND MATERIALS

The City of Norman desires to be a good steward of the environment and a good citizen and neighbor to all the citizens of Norman. The Green Team Initiative also applies to cleaning and janitorial services to our buildings. Green Cleaning is defined as "cleaning to protect health without harming the environment." Procedures and products utilized in this proposal which contribute to healthy surroundings for the building occupants and Proposer's staff members and minimize the impact of cleaning operations on the environment, are very desirable by the City of Norman. Building cleanliness is not solely evaluated on appearance. Additional emphasis will be placed on the environmental sustainability of cleaning operations and overall building health. Proposers are encouraged to address the specifics of their green cleaning program and initiatives in all applicable areas below in the procedures and materials sections. The Proposer's response to this initiative is part of the overall evaluation criteria.

CLEANING PROCESS AND PROCEDURE: The Proposer shall include in their proposal the process and procedure their staff will use in each of the following areas.

- Floor Vacuuming
- Mopping
- Spray Buffing
- Floor Stripping and Waxing
- Commodes
- Urinals
- Wash Bowls
- Drinking Fountains
- Toilet Room Cleaning
- Care of Dispensers
- Trash Removal
- Training of Contractor staff
- Window Cleaning
- Carpet Spot Cleaning and Stain Removal

REPAIR OF BUILDING: The Custodial Coordinator shall be notified immediately, by phone call, of any fixtures, building equipment or materials that have become loose, out of order, or in need of repair or replacement.

X. SELECTION PROCESS

EVALUATION: Proposals will be evaluated based upon experience providing similar services; references; cost; quality; and overall ability to provide specified services. This evaluation may include, at the City's option, site visits to locations the vendor is currently cleaning to assess the quality of cleaning services. References should be within the Oklahoma City metropolitan area.

PROPOSAL EVALUATION PROCESS: A selection committee will independently evaluate each proposal. The committee may make its selection based on the written proposals received, or may, at its discretion, conduct oral interviews with some or all of the Proposers. The committee will make its recommendation to the City Council of the City of Norman. The City Council will approve the recommended Proposer, a different Proposer or may decline to contract with any Proposer.

SELECTION CRITERIA: Proposers will be recommended for selection based on their overall responsiveness to meet all listed requirements of the RFP. Emphasis will be placed on the following criteria (in no particular order):

- Experience providing similar services
- References
- Total cost of services proposed
- Overall ability to provide specified services

XI. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED:

A. During the performance of this contract, the contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal

operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.

The Contractor, in all solicitations or advertisements for employment placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

XII. AWARD OF CONTRACT:

The contract shall be awarded to the firm whose proposal is responsive to the RFP and is most advantageous to the City, considering the factors identified in the RFP.

XIII. INSURANCE:

LIABILITY & PROPERTY DAMAGE INSURANCE: The contractor assumes all risks incident to or in connection with its purpose to be conducted herein under and shall indemnify, defend, and save the City of Norman harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the Contractor's operations and arising from acts or omissions of its employees and shall indemnify, defend, and save harmless the City of Norman from any penalties for violation of any law, ordinance, or regulation affecting or having application to said operation or resulting from the carelessness, negligence, or improper conduct of Contractor or any of its agents or employees.

In connection therewith, the contractor shall carry Workers' Compensation in accordance with State Laws and Employer's Liability Insurance in the following amounts:

Property Damage Liability – Limits shall be carried in the amount of not less than twenty five thousand dollars (\$25,000.00) to any one person for any number of claims for damage to or destruction of property including but not limited to consequential damages arising out of a single accident or occurrence.

All Other Liability – In an amount not less than one hundred twenty-five thousand dollars (\$125,000.00) for claims including accidental death, personal injury, and all other claims to any one person out of a single accident or occurrence.

Single Occurrence or Accident Liability – In an amount not less than one million dollars (\$1,000,000.00) for any number of claims arising out of a single occurrence or accident.

The insurance policies shall be issued by a company approved by the City of Norman. The City shall be furnished with a Certificate of Insurance which shall provide that such insurance shall not be changed or canceled without ten (10) days prior written notice to the City of Norman. Certificates of Insurance shall be delivered to the City of Norman prior to the commencement of the agreement. THE POLICY SHALL LIST THE CITY OF NORMAN AS "CO-INSURED" OR "ADDITIONAL INSURED."

This RFP does not commit the City of Norman to award a contract, or to any obligation for costs incurred in the preparation in response to the RFP. Furthermore, the City reserves the right to accept or reject any or all proposals received as a result of this RFP and to negotiate with any qualified source or to cancel in part or in its entirety this RFP, if it is determined to be in the best interest of the City to do so.

NOTICE TO RFP RECIPIENTS

When submitting responses to RFPs, corporate entities are required to comply with State law regarding authorized signatures.

State statute requires that bids/RFPs "be signed by the chair or vice chair of the Board of Directors, or the President, or by a Vice President, and attested by the Secretary or an Assistant Secretary; or by officers as may be duly authorized to exercise the duties...." 18 O.S. § 1007.A.2

However, if some other official with the corporation, such as a secretary signing a document, such signature needs to be accompanied by a certificate or a copy of a resolution adopted by the Board setting forth the authority of that individual to execute a contract.

With respect to limited liability corporations, every manager is an agent of the company for the purpose of business and binds the limited liability company. Therefore, instruments and documents shall be valid and binding upon the limited liability company if executed by one or more of its managers. 18 O.S. § 2019A

As set forth above when submitting bids and RFPs, certification adhering to the state statutes should accompany documents being turned in for review.

AFFIDAVIT OF NON-COLLUSION

STATE OF _____)

COUNTY OF _____) ss:

_____, of lawful age, being first duly sworn, on oath says, that (s) he is the agent authorized by the bidder to submit the attached bid. Affidavit further states that the bidder has not been a party to any collusion among bidders in restraint to freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to quantity, quality, or price in the prospective contract, or any other terms of prospective contract; or in any discussion between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Norman, Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this bid.

Proposer

By: _____

Subscribed and sworn to before me on this _____ day of _____, 20____

My Commission Expires _____

File Attachments for Item:

12. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-52: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA APPROPRIATING \$2,655,575 FROM THE SPECIAL REVENUE FUND BALANCE; \$130,048 FROM THE WESTWOOD FUND BALANCE; \$4,681,687 FROM THE RISK MANAGEMENT FUND BALANCE; \$4,814,280 FROM THE CAPITAL FUND BALANCE; AND \$1,291 FROM THE NORMAN FORWARD FUND BALANCE, TO CLOSE OUT YEAR-END ACCOUNTING ENTRIES FOR FYE 2024.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/22/2024

REQUESTER: Kimberly Coffman, Budget Manager

PRESENTER: Anthony Francisco, Director of Finance

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-52: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA APPROPRIATING \$2,655,575 FROM THE SPECIAL REVENUE FUND BALANCE; \$130,048 FROM THE WESTWOOD FUND BALANCE; \$4,681,687 FROM THE RISK MANAGEMENT FUND BALANCE; \$4,814,280 FROM THE CAPITAL FUND BALANCE; AND \$1,291 FROM THE NORMAN FORWARD FUND BALANCE, TO CLOSE OUT YEAR-END ACCOUNTING ENTRIES FOR FYE 2024.

BACKGROUND:

At the end of each fiscal year (June 30th), the Finance Department posts all year-end accounting entries. In order to help with this process, some division's categories of expenses require a transfer to cover negative balances in line-item accounts. Oklahoma statutes require that each fund be balanced at the object category of expenditures, which include: salaries and benefits; materials and supplies; services and maintenance; and capital equipment ("capital outlay"). City of Norman policy requires the City Manager's approval for transfers within a City fund, or of funds between departments; from salary and benefit category accounts; and transfers from operating accounts to capital equipment accounts. The City Manager has already approved needed year-end transfers under his authority on recommendation from Finance Department staff (see attached memorandum). In some cases, however, some expenses cannot be covered from available allocations within the same fund and require an appropriation of fund balance or a transfer between funds. Oklahoma Statutes require that all appropriations of fund balance be approved by the City Council (governing body).

DISCUSSION:

At fiscal year-end (FYE) 2024, five funds lacked the needed funds within existing appropriations to cover expenses made during the year, for varying reasons. These include the Special Revenue Fund, the Westwood Fund, the Risk Management Fund, the Capital Fund, and the Norman Forward Fund. Adequate fund balance exists in these funds to cover the recommended appropriations.

In the Special Revenue Fund, an additional \$2,655,575 needs to be appropriated from fund balance to cover interfund-transfers to the Capital Fund for grant-funded capital projects.

In the Westwood Fund, an additional \$130,048 needs to be appropriated from fund balance to cover higher than anticipated salary expenditures.

In the Risk Management Fund, an additional \$4,681,687 needs to be appropriated from fund balance to cover higher than anticipated health claim and administration payments.

In the Capital Fund, an additional \$4,814,280 needs to be appropriated from fund balance to cover transfers to the

General Fund for capital equipment that was ordered in prior years but delivered in FYE 24 due to supply chain issues.

In the Norman Forward Fund, an additional \$1,291 needs to be appropriated from fund balance to cover higher than anticipated Trustee fees.

RECOMMENDATION:

Staff recommends the following appropriations be approved:

\$2,655,575 from Special Revenue Fund Balance (account number 22-29000) to Interfund Transfer – Capital Fund (account number 22930194-48050).

\$130,048 from Westwood Fund Balance (account number 29-29000) to Salaries - Temporary (account number 29970133-42003).

\$4,681,687 from Risk Management Fund Balance (account number 43-29000) to Self Insurance – Health Claim Payments (account number 43330105-44420).

\$4,814,280 from Capital Fund Balance (account number 50-29000) to Interfund Transfer – To General Fund (account number 50930194-48010).

\$1,291 from Norman Forward Fund Balance (account number 51-29000) to Debt Service Charges – Revenue (account number 51930149-47202).

Resolution

R-2425-52

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND THE NORMAN UTILITIES AUTHORITY APPROPRIATING \$2,655,575 FROM THE SPECIAL REVENUE FUND BALANCE; \$130,048 FROM THE WESTWOOD FUND BALANCE; \$4,681,687 FROM THE RISK MANAGEMENT FUND BALANCE; \$4,814,280 FROM THE CAPITAL FUND BALANCE; AND \$1,291 FROM THE NORMAN FORWARD FUND BALANCE, TO CLOSE OUT YEAR END ACCOUNTING ENTRIES FOR FYE 2024.

- § 1. WHEREAS, at the end of FYE 2024 fiscal year several accounts exceeded their budgetary balances and by law the City cannot overdraw expenditure accounts beyond budgetary balances; and
- § 2. WHEREAS, \$2,655,575 needs to be appropriated from the Special Revenue Fund to cover interfund-transfers to the Capital Fund for grant-funded capital projects; and
- § 3. WHEREAS, \$130,048 needs to be appropriated from the Westwood Fund to cover higher than anticipated salary expenditures; and
- § 4. WHEREAS, \$4,681,687 needs to be appropriated from the Risk Management Fund to cover higher than anticipated health claim and administration payments; and
- § 5. WHEREAS, \$4,814,280 needs to be appropriated from the Capital Fund to cover transfers to the General Fund for capital equipment that was ordered in prior years but delivered in FYE 24 due to supply chain issues; and
- § 6. WHEREAS, \$1,291 needs to be appropriated from the Norman Forward Fund to cover higher than anticipated Trustee fees.

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

- § 7. That the following appropriation be made for reasons as stated above:

Account Name	Losing Account	Gaining Account	Amount
Interfund Transfer – Capital Fund	22-29000	22930194-48050	\$2,655,575
Salaries - Temporary	29-29000	29970133-42003	\$130,048
Self Insurance – Health Claim Payments	43-29000	43330105-44420	\$4,681,687
Interfund Transfer – To General Fund	50-29000	50930194-48010	\$4,814,280
Debt Service Charges – Revenue	51-29000	51930149-47202	\$1,291

PASSED AND ADOPTED this 22nd day of October, 2024.

Mayor/Chairman

ATTEST:

City Clerk/Secretary





office memorandum

DATE: October 2, 2024

TO: Darrel Pyle, City Manager

FROM: Kim Coffman, Budget Manager *Kim Coffman*

THROUGH: Anthony Francisco, Director of Finance *Anthony Francisco*

SUBJECT: Clean-up of FYE 2024 – All Expenditure Accounts

BACKGROUND & DISCUSSION:

Accounting is in the process of posting year-end closing entries. In order to help with the process some divisions require a transfer to cover their negative balances. Most of these transfers can be made from savings in other line items within the individual department. Legally we must have each division balanced at the object category of expenditures which includes: total salaries and benefits, total materials and supplies, total services and maintenance, and total capital equipment. Finance policy requires the City Manager’s approval for items requiring a transfer of funds from one department to another, transfers involving any Salaries and Benefit general ledger line items, and transfers from operating accounts to capital equipment accounts.

RECOMMENDATION:

We recommend the attached list of transfer requests be approved in order to clean up all FYE 2024 expenditure accounts and to comply with the Municipal Budget Act.

As always, we stand ready to respond to any questions you have regarding this matter.

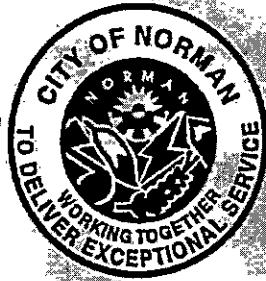
APPROVED *[Signature]*

DENIED _____

Reviewed by: Clint Mercer, Chief Accountant *[Signature]*

City of Norman, OK

Municipal Building
Council Chambers
201 West Gray
Norman, OK 73069



City Council

November 12, 2024
Tuesday, ~~September 10, 2024~~

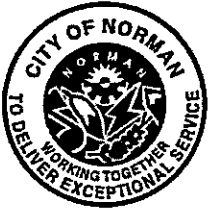
6:30 PM

Director of Parks and Recreation

City Council, Norman Utilities Authority, Norman Municipal Authority,
and Norman Tax Increment Finance Authority

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

Councilmembers Austin Ball, Ward 1, Matthew Peacock, Ward 2, Bree Montoya, Ward 3, Helen Grant Ward 4, Michael Nash, Ward 5, Joshua Hinkle, Ward 6, Stephen Tyler Holman, Ward 7, Scott Dixon, Ward 8, Mayor Larry Heikkila.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/12/2024

REQUESTER: James Briggs, Park Development Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2425-67: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CHLOETA, FOR PROFESSIONAL COMMUNITY WILDFIRE PROTECTION PLAN SERVICES FOR THE PARKS AND RECREATION DEPARTMENT AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The 2024-25 Capital Improvement Plan (CIP) included funding planning/design services to support the Forestry Division of the Parks and Recreation Department. The requested CIP funds were to be used to create a Community Wildfire Protection Plan (CWPP). The CWPP would help guide the work of the City Forester, in conjunction with the Norman Fire Department, to reduce the likelihood of wildfires occurring within the city limits, inhibiting the spread of active wildfires, and help residents be prepared in case a wildfire danger arises in town at any time in the future.

Creating a CWPP will involve evaluating possible fuel sources and mitigation methods in all parts of town and then devising a program specific to each of the distinct fire districts in Norman. The planning process will include multiple stakeholders in addition to the City of Norman, including Oklahoma Forestry Services, the Oklahoma Department of Tourism and Recreation (Lake Thunderbird State Park), the Federal Aviation Administration (Max Westheimer Airport), the Citizen Pottawatomie Nation, and any/all utility companies with power lines in Norman.

Once a CWPP is created, it will be used to educate residents on methods and reasons for taking preventive action on their property, similar to what will be done on our public property, which will help reduce the risk of wildfire(s) spreading and growing when/if they occur. The CWPP will be a detailed evaluation of the Norman landscape, considering multiple environmental, climate, and landform factors to produce a customized protection plan for Norman. The creation of the CWPP is essential since the city is located in a prairie and Crosstimber forest region historically subject to regular fire events, which are not extinguished quickly by human intervention. This approach prevents the build-up of potential fuel sources for any wildfire events that can get out of control, given the right conditions in any given season.

DISCUSSION:

In September 2024, the City of Norman Parks Department advertised Requests for Proposals (RFP) locally and regionally for the services necessary to produce a CWPP for Norman, and we received proposals from three companies to do the work. Staff evaluated the proposals and recommended the proposal from Chloeta to perform the services. They are a Native-owned business based in Oklahoma City, ranked highest among the selection committee members asked to review the proposals. Staff contacted Chloeta to verify a work schedule and cost structure for the CWPP and determined that their proposal fits into the anticipated budget and schedule. The CWPP service cost was within our available budget (\$48,544.74—Exhibit A, Attached), and work will be able to begin as soon as a contract is approved. The attached contract documents include the anticipated work schedule and a more detailed breakdown of each task's cost (Contract K-2425-67, including Exhibit A).

RECOMMENDATION: It is recommended that the City Council approve Contract Number K-2425-67 to Chloeta for the design and planning services involved with the creation of a Community Wildfire Protection Plan for Norman, as described in "Exhibit A" (\$48,544.74). Funding is available from the Capital Fund, Tree Program Project, Design (Account 50799966-46201; Project PR0212).

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR THE CITY OF NORMAN**

This Agreement is entered into between The City of Norman ("City") and Chloeta ("Contractor") for the following reasons:

1. The City requires the development of a Community Wildfire Protection Plan for the area within Norman City limits (the "Services"); and,
2. Contractor is prepared to provide the Services as outlined in: 1) the proposal submitted October 11, 2024, attached and included herein and made a part hereof, as Exhibit "A" to this Agreement, and 2) the City's RFQ #2425-11 on file in the office of the City Clerk of the City of Norman and made part of this Agreement as if fully written in detail herein or attached thereto.

In consideration of the promises contained in this Agreement, the City and Contractor agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be the 13th day of November, 2024, and shall extend for one year thereafter, or until the Services have been completed, whichever occurs first.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oklahoma. Any actions brought under the terms of this Agreement shall be heard in the United States District Court for the Western District of Oklahoma or in the District Court of Cleveland County, Oklahoma.

ARTICLE 3 - PERFORMANCE AND STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. In terms of the standard of excellence, 100% excellence in compliance and in the work performed shall be the standard.

ARTICLE 4 - INDEMNIFICATION AND LIABILITY

Indemnification. Contractor agrees to defend, indemnify, and hold harmless the City, its officers, servants, and employees, from and against any and all liability, loss, damage, cost and expense (including attorney's fees and accountants fees) caused by an error, omission, or negligent act of Contractor in the performance of the Services under this Agreement. The City agrees to defend, indemnify and hold harmless Contractor, its officers, servants and employees, from and against any all liability, loss, damage, cost and expense (including attorney's fees and accounts' fees) caused by an error, omission, or negligent act of the City in the performance under this Agreement, provided such indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. Contractor and the City each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of such claims. The acceptance by the City or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by Contractor shall not in any event be deemed a waiver of any action, right, or remedy otherwise available to the City under Oklahoma law.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 5 – INSURANCE

During the performance of the Services under this Agreement, Contractor shall maintain Worker's Compensation insurance in accordance with State Laws and Employer's Liability insurance in the following amount, pursuant to State Law:

- (a) Property Damage Liability.—Limits shall be carried in the amount of not less than twenty five thousand dollars (\$25,000.00) to any one person for any number of claims for damage to or destruction of property including but not limited to consequential damages arising out of a single accident or occurrence.
- (b) All Other Liability.—In an amount not less than one hundred twenty five thousand dollars (\$125,000.00) for claims including accidental death, personal injury, and all other claims to any one person out of a single accident or occurrence.
- (c) Single Occurrence of Accident Liability.—in an amount not less than one million dollars (1,000,000.00) for any number of claims arising out of a single occurrence or accident.

These insurance policies shall be issued by a company approved by the City. The City shall be furnished with a Certificate of Insurance which shall provide that such insurance shall not be changed or canceled without ten (10) business day's prior written notice to the City. Certificates of Insurance shall be delivered to the City prior to the commencement of the Agreement.

ARTICLE 6 – TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

ARTICLE 7 – NOTICES

Any notice required by this Agreement shall be made in writing to the address specified below:

CITY:

James Briggs
 Park Development Manager
 225 North Webster Avenue
 Norman, OK 73069
 405-366-5480
 James.briggs@normanok.gov

CONTRACTOR:

Jo Kephart
 Senior Director, Business Development
 701 Cedar Lakes Blvd., Ste. 320
 Oklahoma City, OK 73114
 877-245-6382
 Jo.kephart@chlocta.com

Nothing contained in this Article shall be construed to restrict the transmission of routine communication between representatives of the City and Contractor.

ARTICLE 8 – DISPUTES

In the event of a dispute between the City and Contractor arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

ARTICLE 9 –NONDISCRIMINATION

Contractor agrees that it, or any of its subcontractors, will not discriminate against any persons on the basis of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex.

ARTICLE 10 – NON-WAIVER

No failure on the part of either party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by either party of any right hereunder preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to either party at law or in equity. Further, any waiver by either the City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party’s rights with respect to any other further breach.

ARTICLE 11 – ENTIRE AGREEMENT; AMENDMENTS

This Agreement, including Exhibit “A”, the proposal submitted by Contractor on October 11, 2024, incorporated by reference, represents the entire and integrated agreement between the City and Contractor. It supersedes all prior and contemporaneous communications, representations, and agreements, wither oral or written, relating to the subject matter of this Agreement. This Agreement may not be amended or modified, except in writing, signed by each of the parties hereto.

ARTICLE 12 – SEVERABILITY

If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

ARTICLE 13 – ASSIGNMENT

Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party.

ARTICLE 14 – NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of the City and Contractor. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

ARTICLE 15 – BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[Signatures on following page.]

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement as of the Effective Date.

The City of Norman:

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form and legality this 5 day of November 2024

[Signature]
City Attorney

Chloeta:

Signature: [Signature]

Name: Mark Masters

Title: President or Managing Member

STATE OF Oklahoma COUNTY OF Oklahoma SS:

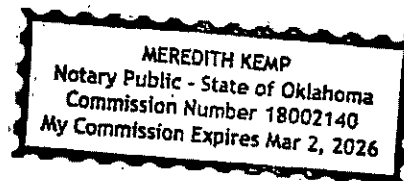
Before me, the undersigned, a Notary Public in and for said County and State, on this 29th day of October 2024, personally appeared Mark Masters to me known to be the identical person who executed the foregoing, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the sue and purposes therein set forth.

WITNESS my hand and seal the day and year last above written,

Notary Public: [Signature]

My commission: #18002140

Expires: 3-2-26



11 October 2024

Subject: Response to RFQ NO. 2425-11 Community Wildfire Protection Plan (CWPP)

ATTN: Colin Zink
225 North Webster Ave
Norman, OK 73069

Dear Mr. Zink:

Chloeta is pleased to provide you with our price and proposed project schedule to provide these professional Community Wildfire Protection Plan (CWPP) services to the City of Norman, Oklahoma. Given our firm's demonstrated results in analyzing, structuring, executing complex assignments in the professional consulting arena, the stature of our experts as leaders in their respective specialties, and our team's prior experience, we feel that Chloeta is uniquely qualified for this important responsibility. We are thrilled to work with the City on this project.

Chloeta is a TERO-certified Native American-owned and operated certified small Disadvantaged Business Enterprise (DBE) and Buy Indian Act ISBEE, with the company founder and CEO being a Tribal citizen of the Cherokee Nation. Our firm maintains DBE certifications from the Oklahoma Department of Transportation (DOT), U.S. Small Business Administration (SBA), Cherokee Nation of Oklahoma, Muscogee (Creek) Nation of Oklahoma, Choctaw Nation of Oklahoma, and Chickasaw Nation of Oklahoma. We have also been recognized with national awards for our superior services by the SBA and the U.S. Department of Commerce's Minority Business Development Agency (MBDA). Headquartered in Oklahoma City, Chloeta is able to offer timely, localized support and rapid response throughout the project's duration.

Our UEI is MVB3NM8N39L5, FEIN is 26-3474042 and our CAGE is 5K6E2. If you have any questions, please do not hesitate to contact us toll free at any time at (877) CHLOETA (245-6382) or by email at jo.kephart@chloeta.com.

Sincerely,



Jo Kephart
Senior Director, Business Development



CHLOETA

701 Cedar Lake Blvd, Suite 320
Oklahoma City, OK 73114
chloeta.com

Item 17.

TABLE OF CONTENTS

ANTICIPATED SCHEDULE	3
PRICE	4

ANTICIPATED SCHEDULE



Task Name	Start Date	End Date	Q4			Q1			Q2				
			Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
1 Award of Contract	11/01/24	11/01/24	◆										
2 Kickoff Meeting	11/12/24	11/12/24											
3 Stakeholder Engagement and Data Collection	11/13/24	12/24/24											
4 Prepare Draft CWPP	12/25/24	02/04/25											
5 City Review of Draft CWPP	02/05/25	02/18/25											
6 Prepare Draft Final CWPP	02/19/25	03/18/25											
7 City Review of Draft Final CWPP	03/19/25	04/01/25											
8 Prepare Final CWPP	04/02/25	04/15/25											
9 Present Final CWPP to City Council	04/22/25	04/22/25											
10 End of Contract	04/30/25	04/30/25	◆										

PRICE

Please see Chloeta's itemized price in the table below. We propose a total project cost of **\$48,544.74** for this effort. Chloeta is committed to providing our clients with the highest level of value through our services.

Task	Price
Kickoff Meeting	\$ 891.41
Data Collection	\$ 8,695.24
Draft CWPP	\$ 18,808.57
Draft Final CWPP	\$ 8,141.26
Final CWPP	\$ 4,628.49
Presentation to City Council	\$ 7,379.78
Project Total	\$ 48,544.74

City of Norman, OK

Municipal Building
Council Chambers
201 West Gray
Norman, OK 73069



Meeting Agenda

Amended

Tuesday, November 26, 2024

6:30 PM

DIRECTOR OF PARKS AND RECREATION

City Council, Norman Utilities Authority, Norman Municipal
Authority, and Norman Tax Increment Finance Authority

City Council

*Austin Ball, Ward 1, Matthew Peacock, Ward 2, Bree Montoya, Ward 3,
Helen Grant Ward 4, Michael Nash, Ward 5, Joshua Hinkle, Ward 6,
Stephen Tyler Holman, Ward 7, Scott Dixon, Ward 8, Mayor Larry Heikkila.*

File Attachments for Item:

7. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF SPECIAL CLAIM SC-2425-2: SUBMITTED BY DAVID AND KIMBERLY GRISSAM IN THE TOTAL AMOUNT OF \$12,843.13 FOR DAMAGE TO THEIR VEHICLE AS A RESULT OF AN INCIDENT THAT OCCURRED ON AUGUST 1, 2024 AT THE NORMAN POLICE DEPARTMENT PARKING LOT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/26/2024

REQUESTER: AshLynn Wilkerson, Assistant City Attorney

PRESENTER: AshLynn Wilkerson, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF SPECIAL CLAIM SC-2425-2: SUBMITTED BY DAVID AND KIMBERLY GRISSAM IN THE TOTAL AMOUNT OF \$12,843.13 FOR DAMAGE TO THEIR VEHICLE AS A RESULT OF AN INCIDENT THAT OCCURRED ON AUGUST 1, 2024 AT THE NORMAN POLICE DEPARTMENT PARKING LOT.

BACKGROUND:

A claim was filed by David and Kimberly Grissam for expenses incurred when their vehicle was struck by ground debris on August 1, 2024 while it was parked at the City of Norman Police Department (PD) parking lot, located at 112 West Daws Street.

DISCUSSION:

On Tuesday, July 30, 2024, a Parks Department Manager notified a Police Major that landscaping work would be done on Friday, August 2nd, and that all vehicles would need to be moved away from the east side of the parking lot behind the PD building. As such, the Police Major notified his staff by email to park away from this area on this day. The PD parking lot was recently repaved and enclosed as part of the Municipal Complex renovation project and this landscaping was to be the final work planned for the lot.

On the morning of Thursday, August 1st, Parks staff arrived at the east side of the PD parking lot and began using string lawn trimmers to cut weeds in the dirt prior to installation of rock the following day, August 2nd. PD staff were not expecting landscaping work on this day and many had parked on the east side as usual. While Parks staff were working in the area, PD staff noticed small and large debris go airborne and hit their vehicles. Once work stopped, PD staff were able to visually inspect their vehicles and some found they had sustained damage. The Police Major contacted the Parks Department Manager to inform him of the incident, saved video footage of the east side parking area, and instructed affected PD staff to file tort claims as necessary.

Claimants submitted two (2) estimates to repair exterior damage to their 2014 Ford F-150 Crew Cab, with the lowest estimate being \$10,951.73. Claimants had preexisting minor paint and body damage and they requested the body shops not include such damage in their estimates.

Damage was sustained to all sides of the vehicle because dirt work occurred on both sides of the vehicle.

Reimbursement of rental car fees is also requested during the time the vehicle is expected to be in the repair shop. The rental is priced at about \$72 per day for roughly 26 days to repair, the timeline estimate provided on the estimate for repairs, for a total of \$1,891.40. This brings the total claim amount to \$12,843.13. The approximate value of the vehicle is \$14,950, making the amount of this claim reasonable. The City Attorney's Office now presents this item to City Council for consideration.

RECOMMENDATION:

Based up on the above and foregoing, it is the recommendation of the City Attorney's Office that the claim of David and Kimberly Grissam, in the total amount of \$12,843.13 as set forth above, be approved. Adequate funds to pay this settlement are available in the Risk Management – Special Claims account (43122351-44718).



The City of
NORMAN

NOTICE OF TORT CLAIM

Return Completed Forms to:
City Clerk's Office – Tort Claims
CITY OF NORMAN, P.O. BOX 370
NORMAN, OKLAHOMA 73070

Please complete *ALL* pages of this form. Please print or type the responses. *Failure to provide information required in this form can invalidate your claim.*

CLAIMANT(S) INFORMATION

CLAIMANT(S): David A Grissam & Kimberly D Grissam Date of Birth: [REDACTED]
ADDRESS: [REDACTED] CITY: [REDACTED]
STATE: OK ZIP: [REDACTED] PHONE: (H) [REDACTED] (W) [REDACTED]
EMAIL ADDRESS: [REDACTED] SSN/Tax ID#: [REDACTED]

Claimants that are joint owners of property (such as co-owners of a vehicle or home) **must both** be included on the tort claim.

If Claimant is not the owner of the damaged property, provide owner's name, address, email, and daytime phone number.

2nd owner ... Kimberly D Grissam [REDACTED]
n/a

CLAIM INFORMATION

DATE OF INCIDENT: Aug 1st 2024 TIME: aprx 1030 a.m. p.m.

LOCATION OF INCIDENT: 112 W Gray St, Norman OK 73069

STATEMENT OF CIRCUMSTANCES / REASONS YOU BELIEVE CITY IS LIABLE:

Include the name of the City department and/or employee involved. Provide any evidence that will prove City or a City employee was responsible, including any photographs of the alleged damages to support your claim.

On the morning of Aug 1st I arrived at work at approx 0730hrs and parked in the back parking lot of the Police Department, in the area that we are assigned to park. At approx 1030hrs I was told that I needed to move my vehicle, that Parks and Rec was in the back lot doing landscaping.
As calls for service allowed people went to move their vehicles. When I moved mine I noticed that there were chips in the paint. I talked with the Parks and Rec subject and asked him if they were done for the day and that we were going to move the vehicles. His reply was thanks and yes
(Use additional pages if necessary.)

FILED IN THE OFFICE
OF THE CITY CLERK
ON 8/27/24

INSURANCE INFORMATION

List the name of your insurance company and agent, the address, and phone number.

[Redacted]

n/a

Have you filed a claim with your insurance company for these damages? Yes No

If yes, submit a copy of your claim.

Have you been, or do you expect to be, compensated for your damages by your insurance company? Yes No

What was or will be the amount of compensation from your insurance company? \$ 0.00

COMPENSATION REQUESTED

PROPERTY DAMAGE:

Please list items damaged, the age and original cost of each item, the amount of property loss claimed, and include any required supporting documentation referenced below.

PROPERTY DAMAGE DESCRIPTION:

AMOUNT CLAIMED:

1. <u>Repair Rock Chips on 2014 Ford F150</u>	\$ <u>10,951.73</u>
2. <u>Rental vehicle while repair is being done</u>	\$ <u>4,177.63</u>
3. <u>n/a</u>	\$ <u>0.00</u>
4. <u>n/a</u>	\$ <u>0.00</u>
TOTAL AMOUNT CLAIMED FOR PROPERTY DAMAGE:	\$ <u>15,129.36</u>

Required Supporting Documentation for Property Damage:

1. If you are alleging damage to your vehicle:
 - a. Copy of the vehicle title, front and back;
 - b. Photographs of the vehicle showing the damage, including photographs of the VIN and License Plate;
 - c. Copy of either actual repair bill OR two estimates for cost of repair; AND
 - d. Copy of receipts or estimates showing associated expenses such as: towing, vehicle rental, etc.
2. If you are alleging damage to your home or to real property:
 - a. Copy of the current deed.

OTHER DAMAGE (Is the claim seeking compensation other than for loss or damage to property?):

Please describe the type of injury or damage you sustained. You must state the compensation requested (do not include amounts already requested in previous sections) and include any required supporting documentation referenced below.

OTHER DAMAGE DESCRIPTION:

AMOUNT CLAIMED:

1. <u>n/a</u>	\$ <u>0.00</u>
2. <u>n/a</u>	\$ <u>0.00</u>
3. <u>n/a</u>	\$ <u>0.00</u>
4. <u>n/a</u>	\$ <u>0.00</u>

Were you on the job at the time of the injury? Yes No

If so, what is the name of your employer? n/a

Has any medical bill been paid or will be paid by Medicare/Medicaid? Yes No

If so, list: Medicare/Medicaid number: n/a SSN: n/a

Date of Birth: n/a Gender: n/a

If the City is responsible for such bills, the City must report any settlement to Medicare/Medicaid.

I understand that the information requested is to assist the requesting insurance information arrangement to accurately coordinate benefits with Medicare/Medicaid and to meet its mandatory reporting obligation under Medicare Secondary Payer Act 42 U.S.C§1395y.

n/a

Medicare/Medicaid Beneficiary Name (please print)

Medicare/Medicaid Beneficiary Name Signature

TOTAL AMOUNT OF OTHER DAMAGE CLAIMED:

\$ 0.00

Required Supporting Documentation for Other Damage:

1. If you are alleging personal injury:

- a. Name and address of all health care providers who provided treatment since the time of the incident, AND
- b. A HIPPA compliant authorization for release of health information from all providers.

(TOTAL AMOUNT REQUESTED TO FULLY SETTLE THE ABOVE CLAIM(S): \$ 15129.36
(required)

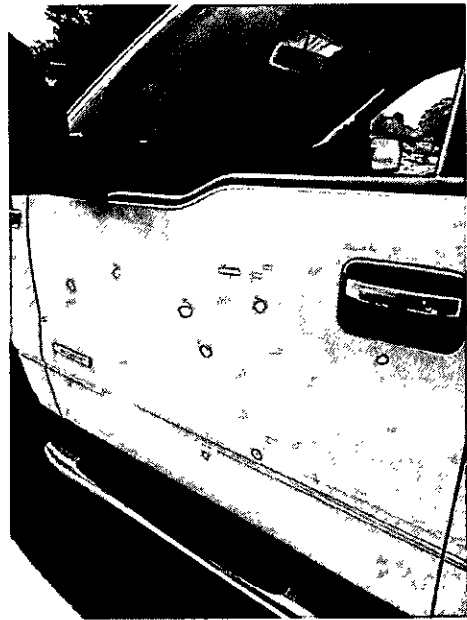
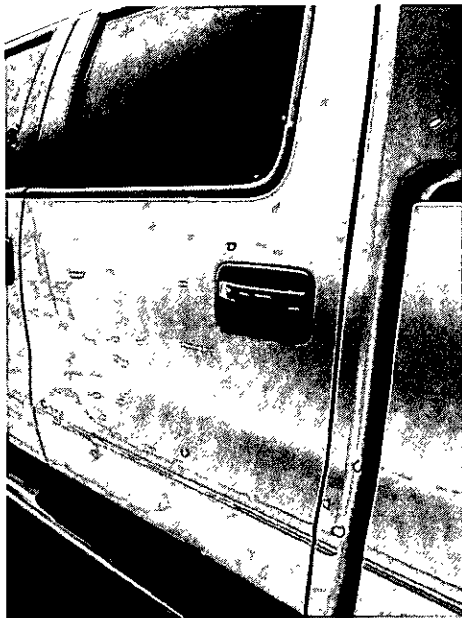
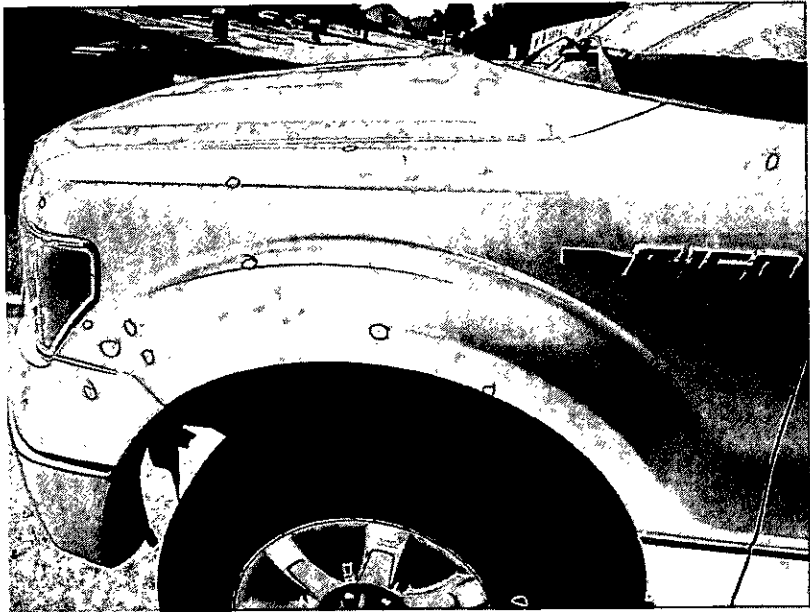
THIS FORM MUST BE SIGNED AND RETURNED TO THE CITY CLERK'S OFFICE WITH ALL REQUESTED INFORMATION IN ORDER TO BE PROCESSED.

I SWEAR AND/OR AFFIRM THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT.


CLAIMANT'S SIGNATURE


CLAIMANT'S SIGNATURE (if applicable)

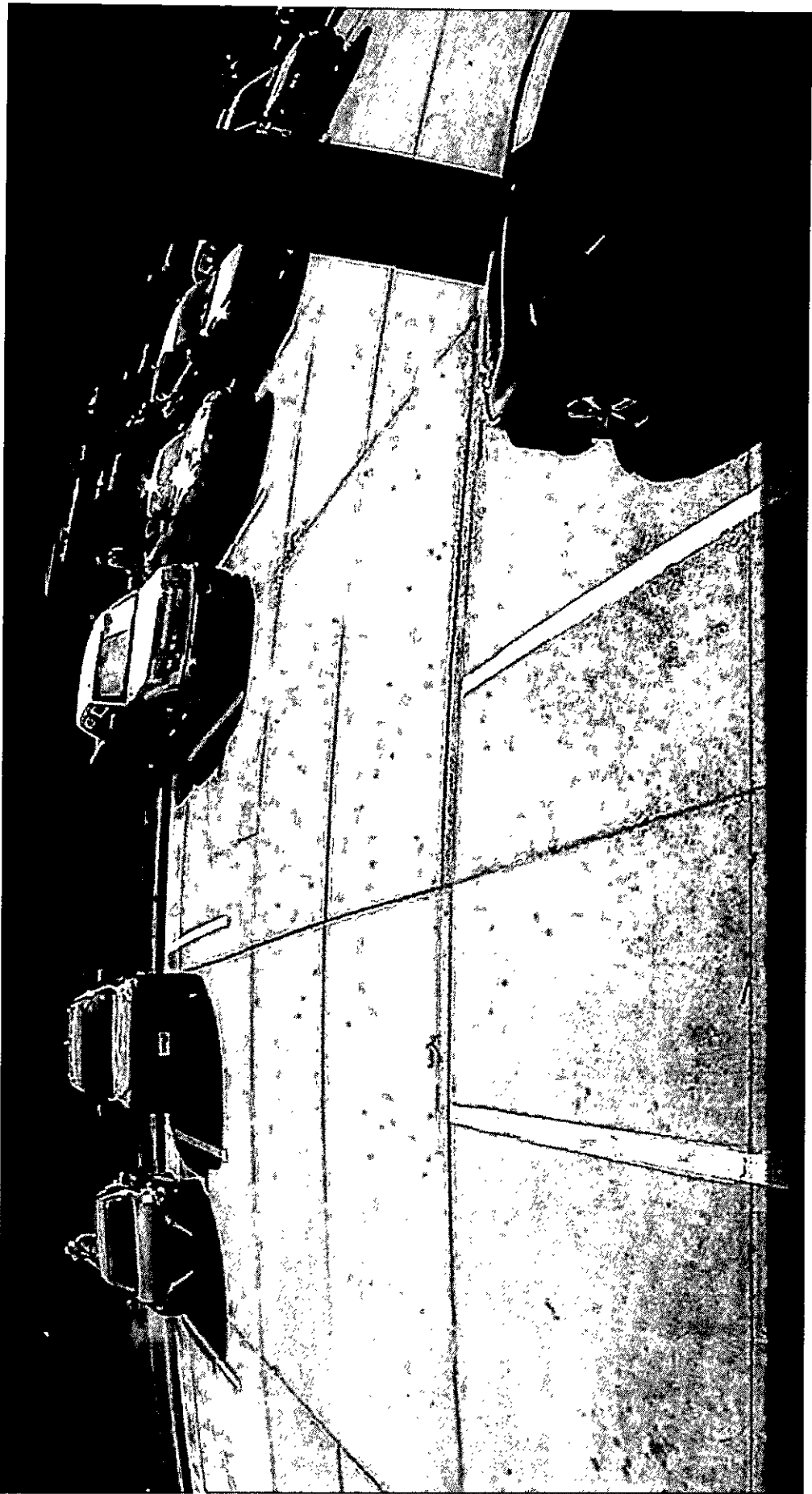
(continued from page 1) **that they were done for the day. He then went on to say at least we didn't break any windows this time. I asked about why they were there on this day, rather than on the next day when we were told that they would be there. He said that they had some time and wanted to get a start on the project. He also said that they were going to be back at 7am the following day to complete the work. Major Barbour was made aware of the incident and was texted pictures of the damage on the day it occurred. He also texted me back saying that he gave parks team a heads up as well and advised to report it to the clerks office. Upon getting my first estimate to repair the damages (Aug 5th 2024 at 4.43pm), I sent a text to Major Brent Barbour requesting that he locate and hold a copy of the video recordings of the workers being in the back lot and doing the work. At 4.53pm he replied that he would try and grab the video the following morning. After talking to Communications Officer Faith Richards, her vehicle also sustained damage during the incident and is in the process of getting estimates as well. I believe that Communications Officer Ellaina Pinkerton and Communications Heath Daughtery's vehicles were also damaged. The person that came and told us to move our vehicles was Admin Tech Sara Doherty who also moved her vehicle as well. I also believe that Lt. M Smallwood was in the back lot talking to the workers as well.**







Item 7.



322



MYERS BODYWORKS INC.
9500 A S. EASTERN AVE
OKLAHOMA CITY, OK 73160
PHONE: (405) 794-4439 FAX: (405) 794-4439
COMPLETE COLLISION REPAIR

*** PRELIMINARY ESTIMATE ***

08/06/2024 10:04 AM

Owner

Owner: David Grissam

Inspection

Inspection Date: 08/06/2024 10:04 AM

Inspection Type:

Appraiser Name: Michael Myers
Address: 9500 S. Eastern Ave

Appraiser License #2 :
Work/Day: (405)794-4439
Cell: (405)760-4171
FAX:

City State Zip: Oklahoma City, OK 73160

Repairer

Repairer: Myers BodyWorks, Inc.
Address: 9500 S. Eastern Ave

Contact: Michael B Myers
Work/Day: (405)794-4439
FAX: (405)794-4439
Cell: (405)760-4171

City State Zip: Oklahoma City, OK 73160-9015
Email: MyersBodyworks@coxinet.net

Target Complete Date/Time:


Days To Repair: 26

Vehicle

OEM Part Price Quote ID: ****

2014 Ford F-150 XLT 4 DR Crew Cab Extra Short Bed
6cyl Gasoline Turbo 3.5
6-Speed Automatic

Lic Expire:
Veh Insp# :
Condition:
Ext. Color: Ingot Silver Metallic
Ext. Refinish: Two-Stage
Ext. Paint Code: 7226

VIN: 
Mileage Type: Actual
Code: P8244A
Int. Color: Lucas (S-C)
Int. Refinish: Two-Stage
Int. Trim Code: 000ZL

Options - AudaVIN Information Received

1st Row LCD Monitor(s)
AM/FM CD Player
Anti-Lock Brakes
Auto Locking Hubs (4WD)
Camper/Towing Package
Chrome Grille
Chromed Alloy Wheels
Electric Steering
Ext Mirror Turn Signals
Full Size Spare Tire

2nd Row Head Airbags
Air Conditioning
Auto Dimming Ext Mirrors
Automatic Dimming Mirror
Carpeting
Chrome Running Boards
Cruise Control
Electronic Compass
Floor Mats
Halogen Headlights

4-Wheel Drive
Alarm System
Auto Headlamp Control
Auxiliary Audio Input
Chrome Bumper(s)
Chrome Step Bumper
Dual Airbags
Electronic Transfer Case
Fog Lights
Head Airbags

Heate Pwr Camper Mirrors
Keyless Entry Keypad
Lighted Entry System
Power Adjustable Pedals
Power Drivers Seat
Pwr Accessory Outlet(s)
Rear Window Defroster
Side Airbags
Split Front Bench Seat
Tachometer
Tire Pressure Monitor
Trailer Brake
Wireless Audio Streaming

Heavy Duty Battery
Keyless Entry System
MP3 Decoder
Power Brakes
Power Windows
Pwr Sliding Rear Window
Reverse Sensing System
SiriusXM Satellite Radio
Stability Cntrl Suspensn
Theft Deterrent System
Tow Hooks
Trailer Hitch
Wireless Phone Connect

Intermittent Wipers
Leather Steering Wheel
Overhead Console
Power Door Locks
Privacy Glass
Rear View Camera
Running Boards
Split Folding Rear Seat
Strg Wheel Radio Control
Tilt Steering Wheel
Traction Control System
Velour/Cloth Seats

AudaVIN options are listed in bold-italic fonts

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
1	I	4		Cvr,Front Bumper Up	Repair			1.1*	SM
2	L	4		Cvr,Front Bumper Up	Refinish			2.2	RF
					1.8 Surface				
					0.4 Feather, Prime & Block				
3	N	4		Cvr,Front Bumper Up	Additional Labor			1.3	SM
4	EU	28		Grille Assembly	Replace Recycled	\$600.00*		0.3	SM
5	L	28		Grille Assembly	Refinish			1.5	RF
					1.5 Surface				
6	I	103		Fender,Front LT High Strength Steel	Repair			1.0*	SM
7	L	103	#	Fender,Front LT	Refinish			1.6*	RF
					0.6 Two-stage setup				
					0.5 Two-stage				
					0.5 Feather, Prime & Block				
			# = 10, 13						
8	I	104		Fender,Front RT High Strength Steel	Repair			1.0*	SM
9	L	104		Fender,Front RT	Refinish			3.3	RF
					2.3 Surface				
					0.5 Two-stage				
					0.5 Feather, Prime & Block				
10	RI	181		Guard,Fender Stone LT	R & I Assembly			0.2	SM
11	RI	182		Guard,Fender Stone RT	R & I Assembly			0.2	SM
12	E	105	02	Nameplate,Fender LT	9L3Z16720CB	\$16.48		0.2	SM
13	E	106	02	Nameplate,Fender RT	9L3Z16720C	\$16.73		0.2	SM
14	RI	111		Skirt,Inner Fender LT	R & I Assembly			0.6	SM
15	RI	112		Skirt,Inner Fender RT	R & I Assembly			0.4	SM
16	I	630		Pillar,Body Lock LT	Repair			0.7*	SM
17	L	630		Pillar,Body Lock LT	Refinish			1.5	RF
					1.0 Surface				
					0.2 Two-stage				
					0.3 Feather, Prime & Block				
18	I	631		Pillar,Body Lock RT	Repair			0.7*	SM
19	L	631		Pillar,Body Lock RT	Refinish			1.5	RF
					1.0 Surface				
					0.2 Two-stage				
					0.3 Feather, Prime & Block				
20	N	207		Front Door R&I LT	Additional Labor			1.1	SM
21	N	208		Front Door R&I RT	Additional Labor			1.1	SM
22	I	207		Door Shell,Front LT	Repair			1.2*	SM
23	L	207		Door Shell,Front LT	Refinish			3.8	RF
					2.5 Surface				

				0.5 Two-stage				
				0.8 Feather, Prime & Block				
24	I	208	Door Shell,Front RT	Repair			2.0*	SM
25	L	208	Door Shell,Front RT	Refinish			3.4	RF
				2.5 Surface				
				0.4 Two-stage				
				0.5 Feather, Prime & Block				
26	RI	205	W/Strip,Belt Outer LT	R & I Assembly			0.2	SM
27	RI	206	W/Strip,Belt Outer RT	R & I Assembly			0.2	SM
28	E	89	Applique,Frt Door Fram LT	6L3Z1520555AA	\$85.52		0.5	SM
29	E	90	Applique,Frt Door Fram RT	6L3Z1520554AA	\$83.20		0.5	SM
30	E	1588	N/Plate,Front Door LT	BL3Z9942528F	\$26.38		0.2	SM
31	E	1589	N/Plate,Front Door RT	BL3Z9942528F	\$26.38		0.2	SM
32	RI	284	Mirror,Outer Standard LT	R & I Assembly			0.3	SM
33	RI	285	Mirror,Outer Standard RT	R & I Assembly			0.3	SM
34	RI	486	Channel,Front Glass Ru LT	R & I Assembly			0.9	SM
35	RI	487	Channel,Front Glass Ru RT	R & I Assembly			0.9	SM
36	RI	171	Handle,Front Door Otr LT	R & I Assembly			0.2	SM
37	RI	172	Handle,Front Door Otr RT	R & I Assembly			0.2	SM
38	N	287	Rear Door R&I LT	Additional Labor			1.1	SM
			High Strength Steel					
39	N	288	Rear Door R&I RT	Additional Labor			1.1	SM
			High Strength Steel					
40	I	287	Door Shell,Rear LT	Repair			2.0*	SM
			High Strength Steel					
41	L	287	Door Shell,Rear LT	Refinish			2.7	RF
				2.2 Surface				
				INC Two-stage				
				0.5 Feather, Prime & Block				
42	I	288	Door Shell,Rear RT	Repair			1.5*	SM
			High Strength Steel					
43	L	288	Door Shell,Rear RT	Refinish			2.7	RF
				2.2 Surface				
				INC Two-stage				
				0.5 Feather, Prime & Block				
44	RI	249	W/Strip,Rear Door LT	R & I Assembly			0.2	SM
45	RI	250	W/Strip,Rear Door RT	R & I Assembly			0.2	SM
46	RI	339	W/Strip,Belt Outer LT	R & I Assembly			0.2	SM
47	RI	340	W/Strip,Belt Outer RT	R & I Assembly			0.2	SM
48	E	1526	Applique Assy,Rear Dr LT	6L3Z16255A35AA	\$95.90		0.5	SM
49	E	1527	Applique Assy,Rear Dr RT	6L3Z16255A34AA	\$107.33		0.5	SM
50	NG	296	01 Glass,Rear Door T RT	NAGS DD11520-YP	\$329.08	-50.00	0.6	SM
51	RI	319	Channel,Rear Glass Run LT	R & I Assembly			0.5	SM
52	RI	320	Channel,Rear Glass Run RT	R & I Assembly			0.3	SM
53	RI	305	Handle,Rear Door Otr LT	R & I Assembly			0.2	SM
54	RI	306	Handle,Rear Door Otr RT	R & I Assembly			0.2	SM
55	RI	680	Mldg,Cab Rear Upper LT	R & I Assembly			0.1	SM
56	RI	681	Mldg,Cab Rear Upper RT	R & I Assembly			0.1	SM
57	NG	367	Glass Assy,Sliding	NAGS DB11710-YP	\$540.78	-35.00	1.6	SM
58	EC	359	Sealant Kit,Back Glass	Replace Economy	\$25.00*		1.0	SM
59	I	427	Panel,Bedside Outer LT	Repair			1.5*	SM
60	L	427	Panel,Bedside Outer LT	Refinish			3.2	RF
				2.7 Surface				
				INC Two-stage				
				0.5 Feather, Prime & Block				
61	I	428	Panel,Bedside Outer RT	Repair			1.5*	SM
62	L	428	Panel,Bedside Outer RT	Refinish			3.2	RF
				2.7 Surface				
				INC Two-stage				
				0.5 Feather, Prime & Block				
63	RI	466	Mldg,Bedside Pnl UpR LT	R & I Assembly			0.4	SM
64	RI	467	Mldg,Bedside Pnl UpR RT	R & I Assembly			0.4	SM
65	E	593	01 Decal,Bedside Panel LT	9L3Z9925622EA	\$43.33		0.3	SM

2014 Ford F-150 XLT 4 DR Crew Cab Extra Short Bed
 Claim #:

08/08/2024 10:04 AM

66	E	594	01	Decal,Bedside Panel RT	9L3Z9925822EA	\$43.33	0.3	SM
67	RI	401		Guard,Stone LT	R & I Assembly		0.2	SM
68	RI	402		Guard,Stone RT	R & I Assembly		0.2	SM
69	I	479		Shell,Tailgate	Repair		1.5*	SM
70	L	479		Shell,Tailgate	Refinish		2.6	RF
					2.1 Surface			
					INC Two-stage			
					0.5 Feather, Prime & Block			
71	RI	455		Midg,Tailgate Upper	R & I Assembly		0.3	SM
72	RI	1042		Midg,T/G Extension	R & I Assembly		0.2	SM
73	E	196	02	N/Plate,Tailgate	BL3Z9942528A	\$16.70	0.2	SM
74	E	186	02	Emblem,Tailgate	CL3Z9942528AA	\$42.95	0.2	SM
75	RI	381		Handle,Tailgate Outer	R & I Assembly		0.5	SM
76	RI	1738		Complete Bed Assembly	R & I Assembly		2.9	SM
77	E	776		Bolt,Bed	W709424S901	\$115.08		SM
				Quantity of 6 @ \$19.18 each				
78	EC	M03		Flex Additive	Replace Economy	\$12.00*		RF
79	L	M14		Corrosion Protection	Refinish		0.3*	RF
80	L	M17		Cover Car Exterior	Refinish		0.2*	RF
81	SB	M60		Hazardous Waste Removal	Sublet Repair	\$15.00*		SM
82	I	M70		Cover Car Interior	Repair		1.5*	SM*
83	L	M75		Add'l Paint & Materials	Refinish	\$600.00*		RF
84	EC			Shop Supplies	Replace Economy	\$25.00*		SM
85	I			Pre-Repair Health Scan	Repair		1.0*	ME
86	I			PostRepair Health Scan	Repair		1.0*	ME
87	RI			Oklahoma edition emblem	R & I Assembly		0.6*	SM*
88	L			de nib and polished	Refinish		5.0*	RF*

88 Items

MC Message

- 01 CALL DEALER FOR EXACT PART # / PRICE
- 02 PART NO. DISCONTINUED, CALL DEALER FOR EXACT PART NO.
- 10 INCLUDES AUDATEX TIME TO CLEAR ENTIRE PANEL
- 13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

OEM Parts	\$719.31
Other Parts	\$1,531.86
Paint & Materials	32.9 Hours @ \$58.00
Feather Prime & Block Materials	5.8 Hours @ \$25.00
Calculated Paint & Materials	\$1,908.20
Add'l Paint & Materials	\$600.00
Line Item Discount	\$353.81-
Parts & Material Total	\$4,550.56
Tax on Parts & Material	@ 8.750% \$398.17

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$70.00	19.8	22.9	42.7	\$2,989.00
Mech/Elec (ME)	\$145.00		2.0	2.0	\$290.00
Frame (FR)	\$100.00				
Refinish (RF)	\$70.00	38.7		38.7	\$2,709.00

Labor Total	83.4 Hours	\$5,988.00
Sublet Repairs	\$15.00	
Gross Total		\$10,951.73
Net Total		\$10,951.73

Estimate Parts Y/14/00/00/14/14 Cumulative 14/00/00/14/14 Zip Code: 73160 Default
OEM Part Prices DT 08/06/2024 10:04 AM EstimateID 1250103269724790784 QuoteID ****
SPPL Yes Zip Code: 73160 Default
Rate Name Default

Audatex Estimating 10.28.147 ES 08/06/2024 10:39 AM REL 10.28.147 DT 07/01/2024 DB 08/01/2024
State Disclosure:OK
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5.8 HOURS OF REPAIR TIME WERE ALLOCATED TO FEATHER, PRIME & BLOCK AS INDICATED BY THE ESTIMATE PREPARER'S LABOR ITEMIZATION. FEATHER, PRIME & BLOCK LABOR IS REFLECTED UNDER THE REFINISH OPERATION FOR THE APPLICABLE DAMAGE ENTRY.
2.9 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.
ESTIMATE CALCULATED USING THE 2.5 HOUR MAXIMUM ALLOWANCE FOR TWO-STAGE REFINISH OF NON-FLEX, EXTERIOR SURFACES.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THESE PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.

WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

Op Codes

- | | | |
|----------------------------|---|--------------------------------|
| * = User-Entered Value | ^ = Labor Matches System Assigned Rates | E = Replace OEM |
| NG = Replace NAGS | EC = Replace Economy | OE = Replace PXN OE Srpls |
| UE = Replace OE Surplus | ET = Partial Replace Labor | EP = Replace PXN |
| EU = Replace Recycled | TE = Partial Replace Price | PM = Replace PXN Reman/Reblit |
| UM = Replace Reman/Rebuilt | L = Refinish | PC = Replace PXN Reconditioned |
| UC = Replace Reconditioned | TT = Two-Tone | SB = Sublet Repair |
| N = Additional Labor | BR = Blend Refinish | I = Repair |
| IT = Partial Repair | CG = Chipguard | RI = R & I Assembly |
| P = Check | AA = Appearance Allowance | RP = Related Prior Damage |



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Sign in to earn points and speed through the form below



Rental Details

Dates & Times

Tue, Nov 19, 2024 @ 12:00 PM

Sun, Dec 15, 2024 @ 12:00 PM

Edit

Pick-up & Return Location

Norman Merkle Dr.

103 Merkle

Norman, OK 73069

Edit



Additional Details

Renter Age: 25+

Corporate Account Number: -

Edit

Standard SUV

Chevrolet Equinox or similar

Automatic



Vehicle

Time & Distance 4 Week(s) @ \$ 409.99 / Week

Unlimited Mileage

Edit

\$ 1,639.96*

Included



Extras

Add

328

Taxes & Fees 

\$ 251.44*

Estimated Total

\$1,891.40*

*Rates, taxes and fees do not reflect rates, taxes and fees applicable to non-included optional coverages or extras added later. Pay Later charges will be in your destination's local currency.

Why Choose Enterprise?

- Free Cancellation Anytime
- Pay at Pickup
- Unlimited Mileage

Rental Policies

- Rental Contract Additional Terms and Conditions >
- Renter Requirements >
- Driver's License Information >
- Forms of Payment >
- Toll Pass Policy >
- 12 and 15 Passenger Van Corporate Requirements >
- Additional Driver >
- Age Requirements >
- Cross Border Policy >
- Damage Waiver >

File Attachments for Item:

8. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF SPECIAL CLAIM SC-2425-3: SUBMITTED BY FAITH RICHARDS IN THE TOTAL AMOUNT OF \$18,010.47 FOR DAMAGE TO HER VEHICLE AS A RESULT OF AN INCIDENT THAT OCCURRED ON AUGUST 1, 2024 AT THE NORMAN POLICE DEPARTMENT PARKING LOT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/26/2024

REQUESTER: AshLynn Wilkerson, Assistant City Attorney

PRESENTER: AshLynn Wilkerson, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF SPECIAL CLAIM SC-2425-3: SUBMITTED BY FAITH RICHARDS IN THE TOTAL AMOUNT OF \$18,010.47 FOR DAMAGE TO HER VEHICLE AS A RESULT OF AN INCIDENT THAT OCCURRED ON AUGUST 1, 2024 AT THE NORMAN POLICE DEPARTMENT PARKING LOT.

BACKGROUND:

A claim was filed by Faith Richards for expenses incurred when her vehicle was struck by ground debris on August 1, 2024 while it was parked at the City of Norman Police Department (PD) parking lot, located at 112 West Daws Street. This is a companion claim to Special Claim SC-2425-2 filed by David and Kimberly Grissam.

DISCUSSION:

As with Special Claim SC-2425-2, this claim involves the same incident as previously described and restated below:

On Tuesday, July 30, 2024, a Parks Department Manager notified a Police Major that landscaping work would be done on Friday, August 2nd, and that all vehicles would need to be moved away from the east side of the parking lot behind the PD building. As such, the Police Major notified his staff by email to park away from this area on this day. The PD parking lot was recently repaved and enclosed as part of the Municipal Complex renovation project and this landscaping was to be the final work planned for the lot.

On the morning of Thursday, August 1st, Parks staff arrived at the east side of the PD parking lot and began using string lawn trimmers to cut weeds in the dirt prior to installation of rock the following day, August 2nd. PD staff were not expecting landscaping work on this day and many had parked on the east side as usual. While Parks staff were working in the area, PD staff noticed small and large debris go airborne and hit their vehicles. Once work stopped, PD staff were able to visually inspect their vehicles and some found they had sustained damage. The Police Major contacted the Parks Department Manager to inform him of the incident, saved video footage of the east side parking area, and instructed affected PD staff to file tort claims as necessary.

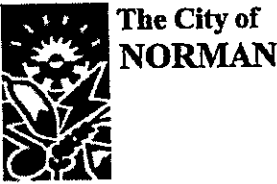
This is the second claim for this incident. Ms. Richards submitted two (2) estimates to repair exterior damage to her 2019 Jeep Grand Cherokee Laredo, with the lowest estimate being \$15,516.62. As in the Grissam claim, damage was sustained to all sides of the vehicle because dirt work occurred on both sides of the vehicle.

Reimbursement of rental car fees is also requested during the time the vehicle is expected to be in the repair shop. The rental is priced at about \$83 per day for roughly 30 days to repair (which includes additional shop time due to the holidays) for a total of \$2,493.85. This amount is an increase of about \$600 from the Grissam claim because of a "Young Renter Fee" charged due to Ms. Richards being under 25 years old.

The repair estimate and rental car estimate together brings Ms. Richard's total claim amount to \$18,010.47. The approximate value of the vehicle is approximately the same amount of this claim, making the amount of the claim reasonable. The City Attorney's Office now presents this item to City Council for consideration.

RECOMMENDATION:

Based up on the above and foregoing, it is the recommendation of the City Attorney's Office that the claim of Faith Richards, in the total amount of \$18,010.47 as set forth above, be approved. Adequate funds to pay this settlement are available in the Risk Management – Special Claims account (43122351-44718).



The City of
NORMAN

NOTICE OF TORT CLAIM

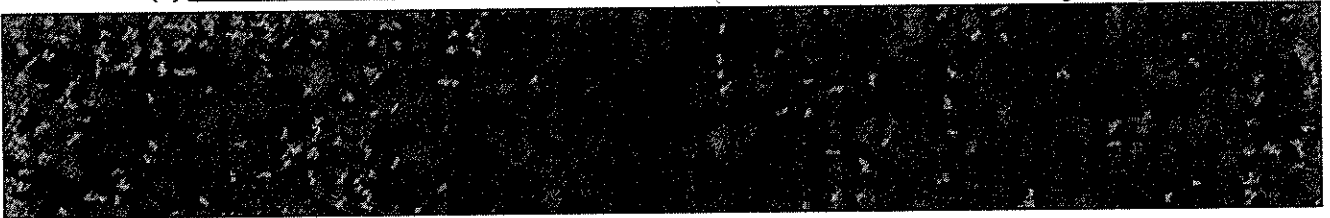
FILED IN THE OFFICE
OF THE CITY CLERK
ON 11/12/24 - RW

Return Completed Forms to:
City Clerk's Office - Tort Claims
CITY OF NORMAN, P.O. BOX 370
NORMAN, OKLAHOMA 73070

Please complete ALL pages of this form. Please print or type the responses. *Failure to provide information required in this form can invalidate your claim.*

CLAIMANT(S) INFORMATION

CLAIMANT(S): Faith Richards Date of Birth: 01/25/2001



Claimants that are joint owners of property (such as co-owners of a vehicle or home) must both be included on the tort claim.

If Claimant is not the owner of the damaged property, provide owner's name, address, email, and daytime phone number.

CLAIM INFORMATION

DATE OF INCIDENT: 08/01/2024 TIME: 1200 a.m. p.m.

LOCATION OF INCIDENT: Norman Police Dept. 112 W Daws St.

STATEMENT OF CIRCUMSTANCES / REASONS YOU BELIEVE CITY IS LIABLE:

Include the name of the City department and/or employee involved. Provide any evidence that will prove City or a City employee was responsible, including any photographs of the alleged damages to support your claim.

on 8/1/24, the city started working on the east parking lot at the police department. We knew that work was going to be done, however we had gotten an email to not park on the east side parking lot on Friday 08/02/2024. We all (Dispatch) parked in the parking lot spaces for us to park at
(Use additional pages if necessary.)

On the east side of the building. Later on in the day one of the dispatchers noticed on cameras that the workers had started working on the parking lot behind our cars. By the time the second person from dispatch got to move their vehicle, the workers advised they were done for the day. When we went outside to see that rocks had been thrown all over our cars. Had rock on hood and front windshield wipers as well as back windshield wiper. This incident is also the same as David Arissam's claim. Also was advised there is video footage of incident provided

INSURANCE INFORMATION

List the name of your insurance company and agent, the address, and phone number.

[Redacted]

Have you filed a claim with your insurance company for these damages? Yes No

If yes, submit a copy of your claim.

Have you been, or do you expect to be, compensated for your damages by your insurance company? Yes No

What was or will be the amount of compensation from your insurance company? \$ Ø

COMPENSATION REQUESTED

PROPERTY DAMAGE:

Please list items damaged, the age and original cost of each item, the amount of property loss claimed, and include any required supporting documentation referenced below.

PROPERTY DAMAGE DESCRIPTION:

AMOUNT CLAIMED:

1. <u>Paint & Body / Glass Damage</u>	\$ <u>15,516.62</u>
2. <u>Rental Vehicle</u>	\$ <u>2,493.85</u>
3. _____	\$ _____
4. _____	\$ _____

TOTAL AMOUNT CLAIMED FOR PROPERTY DAMAGE: \$ 18,010.47

Required Supporting Documentation for Property Damage:

1. If you are alleging damage to your vehicle:
 - a. Copy of the vehicle title, front and back;
 - b. Photographs of the vehicle showing the damage, including photographs of the VIN and License Plate;
 - c. Copy of either actual repair bill OR two estimates for cost of repair; AND
 - d. Copy of receipts or estimates showing associated expenses such as: towing, vehicle rental, etc.
2. If you are alleging damage to your home or to real property:
 - a. Copy of the current deed.

OTHER DAMAGE (Is the claim seeking compensation other than for loss or damage to property?):

Please describe the type of injury or damage you sustained. You must state the compensation requested (do not include amounts already requested in previous sections) and include any required supporting documentation referenced below.

OTHER DAMAGE DESCRIPTION:

AMOUNT CLAIMED:

1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____

Were you on the job at the time of the injury? Yes No

If so, what is the name of your employer? _____

Has any medical bill been paid or will be paid by Medicare/Medicaid? Yes No

If so, list: Medicare/Medicaid number: _____ SSN: _____

Date of Birth: _____ Gender: _____

If the City is responsible for such bills, the City must report any settlement to Medicare/Medicaid.

I understand that the information requested is to assist the requesting insurance information arrangement to accurately coordinate benefits with Medicare/Medicaid and to meet its mandatory reporting obligation under Medicare Secondary Payer Act 42 U.S.C§1395y.

Medicare/Medicaid Beneficiary Name (please print)

Medicare/Medicaid Beneficiary Name Signature

TOTAL AMOUNT OF OTHER DAMAGE CLAIMED: \$ _____

Required Supporting Documentation for Other Damage:

- 1. If you are alleging personal injury:
 - a. Name and address of all health care providers who provided treatment since the time of the incident, AND
 - b. A HIPPA compliant authorization for release of health information from all providers.

TOTAL AMOUNT REQUESTED TO FULLY SETTLE THE ABOVE CLAIM(S): \$ 18,010.47
(required)

THIS FORM MUST BE SIGNED AND RETURNED TO THE CITY CLERK'S OFFICE WITH ALL REQUESTED INFORMATION IN ORDER TO BE PROCESSED.

I SWEAR AND/OR AFFIRM THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT.

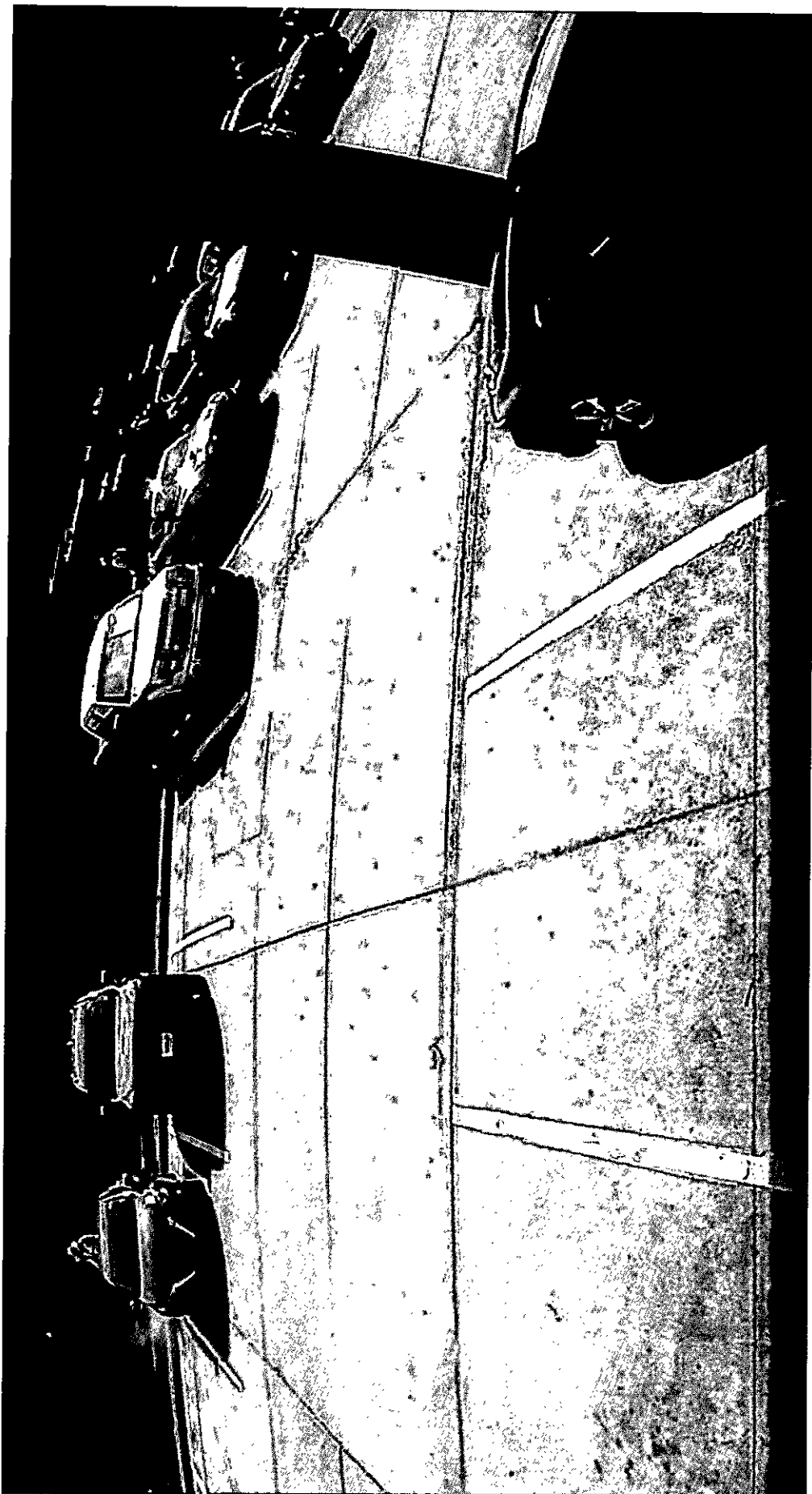
Faith Piller
CLAIMANT'S SIGNATURE

CLAIMANT'S SIGNATURE (if applicable)

Item 8.



Item 8.



338



Landers Collision of Norman
1560 24th Avenue Southwest, Norman, OK 73072
Phone: (405) 579-3070
FAX: (405) 579-3048

Workfile ID: cd5d6aad
PartsShare: 85t4QW
Federal ID: 32-0547721
State ID: n/a
Federal EPA: n/a
State EPA: n/a

Preliminary Estimate

Customer: Richards, Faith

Job Number:

Written By: Hayden Freeland

Insured: Richards, Faith
Type of Loss:
Point of Impact: 19 All Over

Policy #:
Date of Loss:

Claim #: 0000
Days to Repair: 0

Owner:
Richards, Faith
607 Holsey Dr
Noble, OK 73068
(405) 201-5449 Cell

Inspection Location:
Landers Collision of Norman
1560 24th Avenue Southwest
Norman, OK 73072
Repair Facility
(405) 579-3070 Business

Insurance Company:
CUSTOMER PAY

VEHICLE

2019 JEEP Grand Cherokee Laredo 4WD 4D UTV 6-3.6L Gasoline Sequential MPI Black

VIN: 1C4RJFAG7KC784858
License:
State:

Interior Color: Black
Exterior Color: Black
Production Date: 4/2019

Mileage In: 64,150
Mileage Out:
Condition: Good
Vehicle Out:
Job #:

TRANSMISSION

Automatic Transmission
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors

DECOR

Dual Mirrors
Privacy Glass
Console/Storage
Overhead Console

Wood Interior Trim

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Backup Camera
Parking Sensors

RADIO

AM Radio
FM Radio
Stereo
Search/Seek
Auxiliary Audio Connection
Equalizer
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device
Blind Spot Detection

SEATS

Cloth Seats
Bucket Seats
Reclining/Lounge Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps
Rear Spoiler
California Emissions

Get live updates at www.carwise.com/e/4Rse29

Preliminary Estimate

Customer: Richards, Faith

Job Number:

2019 JEEP Grand Cherokee Laredo 4WD 4D UTV 6-3.6L Gasoline Sequential MPI Black

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2	R&I	R&I bumper cover				1.4	
3	Refn	Bumper cover w/o front park aid w/o lamp wash					2.6
4		Add for Clear Coat					1.0
5	R&I	Lower cover black molded				1.8	
6	R&I	Lower grille w/o adaptive cruise w/tow hooks				Incl.	
7	R&I	RT Fog lamp bezel				Incl.	
8	R&I	LT Fog lamp bezel				Incl.	
9	R&I	RT Trim ring chrome				0.1	
10	R&I	LT Trim ring chrome				0.1	
11	R&I	License bracket				0.2	
12		GRILLE					
13	R&I	Grille black/chrome				0.2	
14		FRONT LAMPS					
15	R&I	RT Headlamp assy w/o black bezel				0.3	
16	R&I	LT Headlamp assy w/o black bezel				0.3	
17		HOOD					
18	*	Rpr Hood w/o air vent (ALU)				2.0	2.8
19		Add for Clear Coat					1.1
20	R&I	Insulator w/o air vent				0.3	
21	Repl	Nameplate "Jeep" chrome	68223746AA	1	96.90	0.3	
22		FENDER					
23	Refn	RT Fender					2.2
24		Overlap Major Adj. Panel					-0.4
25		Add for Clear Coat					0.4
26	Refn	LT Fender					2.2
27		Overlap Major Adj. Panel					-0.4
28		Add for Clear Coat					0.4
29	R&I	RT Fender liner w/o Trackhawk, w/o SRT				0.4	
30	R&I	LT Fender liner w/o Trackhawk, w/o SRT				0.4	
31	Repl	RT Medallion "Trail Rated" black	55157318AB	1	89.70	0.2	
32	Repl	LT Medallion "Trail Rated" black	55157318AB	1	89.70	0.2	
33	R&I	RT Wheel flare w/o body color code MRW				0.4	
34	R&I	LT Wheel flare w/o body color code MRW				0.4	
35		ELECTRICAL					
36	R&I	Antenna w/o multimedia, w/o				m 0.3	

Preliminary Estimate

Customer: Richards, Faith

Job Number:

2019 JEEP Grand Cherokee Laredo 4WD 4D UTV 6-3.6L Gasoline Sequential MPI Black

		IPOD adapter granite					
37	WINDSHIELD						
38	R&I	RT Wiper arm					Incl.
39	R&I	LT Wiper arm					Incl.
40	Repl	Windshield Jeep w/o rain sensor	55112833AE	1	885.00		2.5
41	#	Repl	Urethane	2	50.00		
42	COWL						
43	R&I	Cowl grille					Incl.
44	ROOF						
45	Refn	Roof panel					3.6
46		Overlap Major Adj. Panel					-0.4
47	*	Add for Clear Coat					0.6
48	R&I	RT Roof w'strip					0.5
49	R&I	LT Roof w'strip					0.5
50	R&I	RT Side rail black					0.4
51	R&I	LT Side rail black					0.4
52	PILLARS, ROCKER & FLOOR						
53	R&I	RT Rocker molding w/o body color					1.1
54	R&I	LT Rocker molding w/o body color					1.1
55	*	Refn	<u>RT Aperture panel - paint roof rail</u>				2.0
56		Overlap Major Adj. Panel					-0.4
57	*	Add for Clear Coat					0.3
58	*	Refn	<u>LT Aperture panel - paint roof rail</u>				2.0
59		Overlap Major Adj. Panel					-0.4
60	*	Add for Clear Coat					0.3
61	FRONT DOOR						
62	Refn	RT Outer panel					2.3
63		Overlap Major Adj. Panel					-0.4
64	*	Add for Clear Coat					0.4
65	Refn	LT Outer panel					2.3
66		Overlap Major Adj. Panel					-0.4
67	*	Add for Clear Coat					0.4
68	R&I	RT Belt w'strip chrome					Incl.
69	R&I	LT Belt w'strip chrome					Incl.
70	R&I	RT Corner molding chrome					Incl.
71	R&I	LT Corner molding chrome					Incl.
72	R&I	RT Upper molding chrome					0.9
73	R&I	LT Upper molding chrome					0.9
74	Repl	RT Nameplate "GRAND" black/chrome	55112900AB	1	149.00		0.2
75	Repl	LT Nameplate "GRAND" black/chrome	55112900AB	1	149.00		0.2
76	Repl	RT Nameplate "CHEROKEE" black/chrome	68264488AB	1	149.00		0.2

Preliminary Estimate

Customer: Richards, Faith

Job Number:

2019 JEEP Grand Cherokee Laredo 4WD 4D UTV 6-3.6L Gasoline Sequential MPI Black

Item #	Description	Part #	Qty	Price	Unit	Notes
77	Repl LT Nameplate "CHEROKEE" black/chrome	68264488AB	1	149.00		0.2
78	Repl RT Applique	57010444AN	1	169.00		Incl.
79	Repl LT Applique	57010445AN	1	161.00		Incl.
80	R&I RT R&I mirror					0.2
81	R&I LT R&I mirror					0.2
82	Repl RT Door glass Jeep	68068670AE	1	385.00		0.5
83	Repl LT Door glass Jeep	68068671AE	1	385.00		0.5
84	* R&I RT Glass run					0.1
85	* R&I LT Glass run					0.1
86	* R&I RT Window regulator					0.4
87	* R&I LT Window regulator					0.4
88	* R&I RT Window motor				m	0.2
89	* R&I LT Window motor				m	0.2
90	R&I RT R&I outside handle					0.3
91	R&I LT R&I outside handle					0.3
92	R&I RT R&I trim panel					0.5
93	R&I LT R&I trim panel					0.5
94	R&I RT Upper molding black					0.2
95	R&I LT Upper molding black					0.2
96	REAR DOOR					
97	Refn RT Outer panel					2.3
98	Overlap Major Adj. Panel					-0.4
99	* Add for Clear Coat					0.4
100	Refn LT Outer panel					2.3
101	Overlap Major Adj. Panel					-0.4
102	* Add for Clear Coat					0.4
103	R&I RT Belt w/strip chrome					Incl.
104	R&I LT Belt w/strip chrome					Incl.
105	R&I RT Flare extn w/o body color					0.3
106	R&I LT Flare extn w/o body color					0.3
107	R&I RT Applique front					Incl.
108	R&I LT Applique front					Incl.
109	R&I RT Applique rear					Incl.
110	R&I LT Applique rear					Incl.
111	R&I RT Upper molding chrome					0.8
112	R&I LT Upper molding chrome					0.8
113	Repl RT Door glass Jeep w/deep tint w/acoustic	68235606AB	1	337.00		1.2
114	Repl LT Door glass Jeep w/deep tint w/acoustic	68235607AB	1	337.00		1.2
115	* R&I RT Glass run					0.1
116	* R&I LT Glass run					0.1
117	* R&I RT Window regulator					0.2
118	* R&I LT Window regulator					0.2
119	* R&I RT Window motor				m	0.2

Preliminary Estimate

Customer: Richards, Faith

Job Number:

2019 JEEP Grand Cherokee Laredo 4WD 4D UTV 6-3.6L Gasoline Sequential MPI Black

120	*	R&I	LT Window motor			m	0.2	
121		R&I	RT R&I outside handle				0.4	
122		R&I	LT R&I outside handle				0.4	
123		R&I	RT R&I trim panel				0.5	
124		R&I	LT R&I trim panel				0.5	
125		R&I	RT Upper molding				0.2	
126		R&I	LT Upper molding				0.2	
127		QUARTER PANEL						
128		Refn	RT Quarter panel					2.4
129			Overlap Major Adj. Panel					-0.4
130	*		Add for Clear Coat					0.4
131		Refn	LT Quarter panel					2.4
132			Overlap Major Adj. Panel					-0.4
133	*		Add for Clear Coat					0.4
134		R&I	RT Wheelhouse liner w/o 20" wheel				0.3	
135		R&I	LT Wheelhouse liner w/o 20" wheel				0.3	
136		R&I	Fuel door diamond black				0.3	
137		Refn	Fuel door diamond black					0.4
138			Overlap Minor Panel					-0.2
139	*		Add for Clear Coat					0.1
140		R&I	RT Wheel flare w/o body color code MRW				0.4	
141		R&I	LT Wheel flare w/o body color code MRW				0.4	
142		Repl	RT Qtr glass Jeep w/o antenna, w/chrome molding	68259510AC	1	347.00	1.5	
143	#	Repl	urethane		2	50.00		
144		Repl	LT Qtr glass Jeep w/o antenna, w/chrome molding	68259511AC	1	347.00	1.5	
145		LIFT GATE						
146		Refn	Lift gate					2.2
147			Overlap Major Adj. Panel					-0.4
148	*		Add for Clear Coat					0.4
149		R&I	Applique diamond black				0.3	
150		Repl	Nameplate "LAREDO" w/o code MUK	55157303AF	1	82.25	0.2	
151		Repl	Nameplate "4x4" w/o code MUK, M1C	68240750AB	1	119.00	0.2	
152		Repl	Lift glass Jeep w/dark tint	68158151AG	1	835.00	2.2	
153		R&I	Wiper arm					Incl.
154		R&I	Spoiler					Incl.
155		Refn	Spoiler					1.8
156			Overlap Major Non-Adj. Panel					-0.2
157	*		Add for Clear Coat					0.3
158		R&I	Lift gate trim black				0.4	

Preliminary Estimate

Customer: Richards, Faith

Job Number:

2019 JEEP Grand Cherokee Laredo 4WD 4D UTV 6-3.6L Gasoline Sequential MPI Black

159	R&I	Upper trim black			0.2	
160	REAR LAMPS					
161	R&I	RT Tail lamp assy chrome			0.3	
162	R&I	LT Tail lamp assy chrome			0.3	
163	R&I	RT Tail lamp assy chrome			0.3	
164	R&I	LT Tail lamp assy chrome			0.3	
165	R&I	High mount lamp			0.2	
166	R&I	RT License lamp			0.1	
167	R&I	LT License lamp			0.1	
168	REAR BUMPER					
169	*	Rpr Bumper cover w/o parallel assist, w/park sense w/blind spt			2.0	2.8
170		Add for Clear Coat				1.1
171		O/H rear bumper			3.1	
172	R&I	R&I bumper cover			Incl.	
173	*	R&I Lower cover TYPE 1			Incl.	
174	MISCELLANEOUS OPERATIONS					
175	Repl	Cover car/bag	1		0.2	
176	#	Color tint / color match	1		0.5	
177	#	Repl Corrosion protection	1	10.00	0.2	
178	#	Repl Flex additive	1	12.00		
179	#	Hazardous Waste	1	3.00		
180	**	Repl A/M Pre Scan	1	119.95 X	0.5 M	
181	**	Repl A/M Post Scan	1	50.00 X	0.5 M	
182	**	Repl A/M Clear codes	1	69.95 X		
SUBTOTALS					47.8	41.8

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			5,386.55
Body Labor	46.8 hrs @	\$ 74.00 /hr	3,463.20
Paint Labor	41.8 hrs @	\$ 74.00 /hr	3,093.20
Mechanical Labor	1.0 hrs @	\$ 135.00 /hr	135.00
Paint Supplies	41.8 hrs @	\$ 60.00 /hr	2,508.00
Miscellaneous			239.90
Subtotal			14,825.85
Sales Tax	\$ 7,894.55 @	8.7500 %	690.77
Grand Total			15,516.62



Are you a loyalty member?

Sign in to your account

Rental Details

Dates & Times

Mon, Dec 02, 2024 @ 12:00 PM

Tue, Dec 31, 2024 @ 12:00 PM



Pick-up & Return Location

Norman Merkle Dr.

103 Merkle

Norman, OK 73069



Additional Details

Renter Age: 23

Corporate Account Number: -



Standard Crossover

Ford Explorer or similar

Automatic



Vehicle

Time & Distance 1 Month(s) @ \$ 1,439.00 / Month

Unlimited Mileage



\$ 1,439.00*

Included

Extras



Taxes & Fees

\$ 1,054.85*

Estimated Total

\$2,493.85*

*Rates, taxes and fees do not reflect rates, taxes and fees applicable to non-included optional coverages or extras added later. Pay Later charges will be in your destination's local currency.

Why Choose Enterprise?

- Free Cancellation Anytime
- Pay at Pickup
- Unlimited Mileage

Rental Policies

- Rental Contract Additional Terms and Conditions >
- Renter Requirements >
- Driver's License Information >
- Forms of Payment >
- Toll Pass Policy >
- 12 and 15 Passenger Van Corporate Requirements >
- Additional Driver >
- Age Requirements >
- Cross Border Policy >
- Damage Waiver >