

City of Norman, OK

Municipal Building
Council Chambers
201 West Gray
Norman, OK 73069



City Council

Tuesday, June 11, 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

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

File Attachments for Item:

1. CONSIDERATION OF ACKNOWLEDGMENT, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF PROCLAMATION P-2324-38: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING WEDNESDAY, JUNE 19, 2022, AS JUNETEENTH DAY IN THE CITY OF NORMAN.

Proclamation

P-2324-38

A PROCLAMATION OF THE MAYOR OF THE CITY OF
NORMAN, OKLAHOMA, PROCLAIMING WEDNESDAY,
JUNE 19, 2024, AS JUNETEENTH DAY IN THE CITY OF
NORMAN.

- § 1. WHEREAS, President Abraham Lincoln issued the Emancipation Proclamation on January 1, 1863, declaring that all persons held as slaves shall be free; and
- § 2. WHEREAS, on June 19, 1865, Union soldiers, led by Major General Gordon Granger, landed at Galveston, Texas, with news that the war had ended and that the enslaved were now free; and
- § 3. WHEREAS, June 19th, known as "Juneteenth" and also called "Emancipation Day," is the oldest known celebration, which started in 1866, commemorating the announcement of the abolition of slavery in the State of Texas and in remembrance of the day all remaining slaves acquired their freedom in the United States of America; and
- § 4. WHEREAS, on June 17, 2021, Juneteenth was signed into law, declaring it a national holiday; and
- § 5. WHEREAS, Juneteenth reminds us of the promises of freedom, equality, opportunity, and the celebration of Black freedom, culture, and achievements made; and
- § 6. WHEREAS, the Juneteenth Festival will take place on Wednesday, June 19, in the City of Norman at Reaves Park and provide a community event of celebration and inclusion, bringing together families, visitors, and local officials to celebrate this national holiday;

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

- § 7. Do hereby proclaim Wednesday, June 19, 2024, as Juneteenth in the City of Norman and invite all citizens to join me in celebrating this important holiday while continuing to strive towards full equality.

PASSED AND APPROVED this 11th day of June, 2024.

Mayor

ATTEST:

City Clerk





CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 6/11/2024

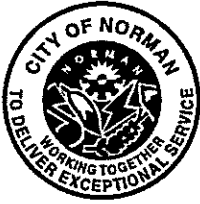
REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGMENT, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF PROCLAMATION P-2324-38: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING WEDNESDAY, JUNE 19, 2022, AS JUNETEENTH DAY IN THE CITY OF NORMAN.

File Attachments for Item:

14. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2324-126: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HAPPY PLAYGROUNDS L.L.C., FOR THE FALLS-LAKEVIEW PARK PLAYGROUND PROJECT AND FINAL PAYMENT OF \$135,000.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 6/11/2024

REQUESTER: Bethany Grissom, Park Planner

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2324-126: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HAPPY PLAYGROUNDS L.L.C., FOR THE FALLS-LAKEVIEW PARK PLAYGROUND PROJECT AND FINAL PAYMENT OF \$135,000.

BACKGROUND:

In October 2015, Norman residents passed the NORMAN FORWARD initiative, which will fund various projects through a ½ % sales tax increase over 15 years. The Norman Forward Initiative includes a project to improve all of the city's neighborhood parks. The funds for this project are "pay-as-you-go," meaning we can do a few park projects per year as the funds from the sales tax are collected. Falls-Lakeview Park is the most recent park to receive improvements in this initiative.

DISCUSSION:

On March 12, 2024, the City Council approved Contract K-2324-126 for the Falls-Lakeview Park Playground project to Happy Playgrounds LLC. for \$135,000. The work included installing all play equipment and synthetic turf safety surfacing. No partial payments have been made while ordering and installing the playground equipment.

On May 30, 2024, the City of Norman Parks and Recreation Staff inspected the project at Falls-Lakeview Park and found it complete per specifications.

RECOMMENDATION:

It is recommended that the City Council accept the Falls-Lakeview Park Playground project as complete and approve payment in the amount of \$135,000 to Happy Playgrounds L.L.C. Funding is available in the Norman Forward Neighborhood Park Improvements Project, Construction (account 51798830-46101; project NFP101).

Happy Playgrounds, LLC
8601 S Oxford Ave
Tulsa, OK 74137
(918)851-9518
kelli.collins@happyplaygrounds.com
www.happyplaygrounds.com

Item 14.



Happy Playgrounds
Play, World, Play!

BILL TO
City of Norman, OK
225 N. Webster
Norman, OK 73069

SHIP TO
Falls Lakeview Park
3280 108th St.
Norman, OK 73026

INVOICE 2775

DATE 06/01/2024 TERMS Net 30

DUE DATE 07/01/2024

CUSTOMER PO
Contract # K-2324-126

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Playground Equipment	2-5 & 5-12 Playground units by Playworld	1	43,880.50	43,880.50T
	Playground Equipment	Swing seats/hardware	1	2,172.00	2,172.00T
	Playground Equipment	Cozy Cocoon	1	4,145.00	4,145.00T
	Playground Equipment	Spring Rider w/ footer frame	1	1,847.00	1,847.00T
	Installation	Installation	1	11,500.00	11,500.00
	Playground Surfacing	Concrete curbing	254	28.00	7,112.00T
	Playground Surfacing	IPEMA certified sythentic turf with Brock pad	3,746	15.25	57,126.50T
	Bonding	Payment & Performance Bond	1	2,025.00	2,025.00
	Playground Equipment	Drum kit	1	2,092.00	2,092.00T
	Freight	Freight	1	3,100.00	3,100.00T

SUBTOTAL 135,000.00

TAX 0.00

TOTAL 135,000.00

TOTAL DUE \$135,000.00

PAYMENT AFFIDAVIT

STATE OF OklahomaP.O. NO. K-2324-126COUNTY OF TulsaINVOICE NO. 2775AMOUNT \$135,000.00

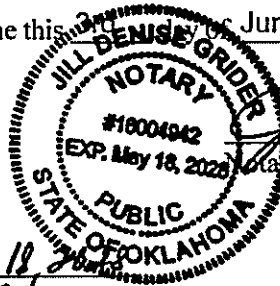
The undersigned contractor, of lawful age, being duly sworn, on oath says that this invoice or claim is true and correct and that (s)he is authorized to submit the invoice pursuant to an approved Contract. Affiant further states that the work, as shown by this invoice, has been completed in accordance with the plans and specifications furnished the Affiant. Affiant further states that (s)he has made no payments, given, or donated or agreed to pay, give or donate, either directly or indirectly, to any elected official, officer or employee of the City of Norman, money or any other thing of value to obtain payment of the invoice or to procure award of this Contract order pursuant to which an invoice is submitted.

Happy Playgrounds, LLC

Company Name

Lyli Collins

Engineer, or Supervisory Official

Subscribed and sworn to before me this 2nd of June, 2024.
Jill Denise Grider
 Notary Public (or Officer having
 Power to Administer Oaths)

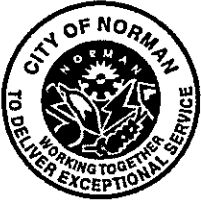
 My Commission Expires: May 18, 2026
 Commission Number: 16004942

This form must be completed and submitted before any invoice over \$25,000.00 can be processed for payment.



File Attachments for Item:

16. CONSIDERATION OF ACCEPTANCE, APPROVAL REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-143: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND DAVEY RESOURCE GROUP, INC, FOR URBAN FORESTRY SERVICES FOR THE PARKS AND RECREATION DEPARTMENT AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 6/11/2024

REQUESTER: James Briggs, Park Development Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-143: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND DAVEY RESOURCE GROUP, INC, FOR URBAN FORESTRY SERVICES FOR THE PARKS AND RECREATION DEPARTMENT AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

In the FYE 23 Capital Improvement Plan, the funds were allocated for a project to hire a company to provide several services to support the Forestry Division of the Parks Department. The initial plan was to find a company to review our existing Tree Ordinance, perform a street tree inventory of the urbanized parts of Norman, and work with staff to produce an Urban Forest Master Plan (UFMP) to help guide the work plan for our City Forester for the next decade and beyond.

In April 2023, the Parks Department received proposals from four companies to provide these services. Staff evaluated the proposals and pricing and hired DAVEY Resource Group, Inc. (DAVEY) to work on the tasks. Once work began, it was determined that the budget available would only cover the costs associated with the Tree Ordinance Review task. It was decided to proceed with that work and then request additional funding for the other desired project tasks (tree inventory; production of UFMP) in future budget years. The Tree Ordinance Review cost was below the amount that required City Council approval (\$14,650—Exhibit A, Attached), and work began in July 2023 on the Ordinance Review process between DAVEY and City Staff from Parks and Recreation/Forestry, the Planning Department and the Legal Department.

DISCUSSION:

The approved FYE 2023-24 budget included additional funding for Urban Forestry services for a tree inventory and work on a UFMP. During the Tree Ordinance Review process that started in July 2023, we worked with DAVEY to define which category of trees would be most logical for an inventory process once we were ready to award that work. All additional tasks would be awarded through a contract addendum to the original agreement between DAVEY and The City of Norman for the Tree Ordinance Review Project (K- 2324-143, Attached). The original Tree Ordinance Review work will be presented for review by the Council in August 2024. While the

Ordinance Review is being completed, we would like to hire DAVEY to proceed with a Public Park and Public Property Tree Inventory, as described in Exhibit B (Attached), for \$41,850.

Once the Ordinance Review and Inventory tasks are completed, it will be time to move on to creating the UFMP, as described above. The scope of that work (Exhibit C) will be reviewed before the final award, as the number of public meetings and information from the Inventory are inserted into the schedule and plan. As shown, Exhibit C's work shall not exceed a total amount of \$109,092 (final amount to be determined), although it may be less than that amount. The attached contract documents include the work plans and more detailed breakdown of each task (Contract K-2324-143, including Exhibits A-C).

Staff recommends awarding Contract K-2324-143 to DAVEY Resource Group, Inc., for Professional Forestry Services. "Exhibit A" costs were already awarded to DAVEY during FYE2023. The proposed funding for each remaining task, as it is granted, will come from the existing capital project account established for the annual Tree Program.

RECOMMENDATION: It is recommended that the City Council approve Contract K-2324-143 to DAVEY Resource Group, Inc., for the work described in "Exhibit B" (\$41,850) and "Exhibit C" (TBD, Not-To-Exceed \$109,092). Funding is available from the annual Tree Planting Program, Design account (Account 50799966-46201; project PR0212).

ADDENDUM NUMBER 1
to
DAVEY RESOURCE GROUP TREE ORDINANCE REVIEW AGREEMENT

WHEREAS the parties, **Davey Resource Group, Inc.**, ("Davey"), and **The City of Norman**, ("City"), executed an Agreement on July 20th, 2023, attached hereto as Exhibit A, regarding revising the City of Norman Tree Ordinance, and

WHEREAS Davey is a leading provider of a full range of natural resource and utility consulting services, and

WHEREAS the City now desires to retain Davey to perform additional services, and Davey desires to perform such services for the City, upon the terms and subject to the conditions set forth in this Addendum, and

WHEREAS this Addendum is effective this _____ day of _____, 20__ (the "Effective Date").

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions contained in the Agreement and set out in this Addendum, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Exclusive Terms and Conditions.** The parties intend for this Addendum, together with Exhibit A, Exhibit B, and Exhibit C, to exclusively govern and control each of the parties' respective rights and obligations regarding the Services (as defined below). Without limiting the foregoing, any additional or different terms contained in any purchase order or other request or communication from the parties pertaining to the Services will not modify this Addendum nor be binding on the parties.

2. **Services.** The City hereby retains Davey to perform the services set out in Exhibit B and Exhibit C (the "Services"). Davey shall furnish all labor, materials, tools, equipment, and competent supervision necessary to complete the Services. Davey will perform the Services in accordance with the specifications set forth in Exhibit B and Exhibit C (the "Specifications"). Notwithstanding, Davey agrees that the services contained in Exhibit C shall only be performed after completion of the services contained in Exhibit B and after sufficient funding is available to the City for the services contained in Exhibit C.

3. **Fees and Expenses.**

3.1 As consideration for the performance of the Services, the City shall pay to Davey the fees set forth in Exhibit B and Exhibit C (the "Fees"). The City shall pay the Fees to Davey within thirty (30) days after receipt of each valid invoice from Davey ("Invoice"). Additional Services, and their related fees, may be added to Exhibit B and C from time to time upon terms mutually agreed upon by the parties in writing.

3.2 To the extent permitted by Oklahoma law, any Invoice not paid in full within thirty (30) days of the Invoice receipt date is subject to a late fee in the amount of 1.5% of the

unpaid Invoice balance per month until the invoice is paid in full ("Late Fee"). The City understands and agrees that the Late Fee reasonably represents Davey's damage and loss resulting from late payments. The payment to and acceptance by Davey of a Late Fee will not constitute a waiver by Davey of the City's default with respect to any overdue amounts, nor prevent Davey from exercising any of the other rights and remedies granted at law or equity. Davey reserves the right to use any and all means of collection available under applicable Oklahoma law to collect any amount past due. If Davey initiates litigation or other collection action against the City to recover any amount, the City shall pay all litigation and collection costs and expenses, including reasonable attorneys' fees and expert witness fees, incurred by Davey in connection with such litigation or collection act.

3.3 Upon the City's request, prior to the final payment, Davey will deliver evidence that all of Davey's indebtedness in connection with the Services has been satisfied. Acceptance of final payment will not be deemed a release or waiver of any claims by either party under this Addendum.

4. Timing. Davey will perform the Services in accordance with a schedule mutually agreed upon by the parties. Davey will promptly respond to the City's inquiries and reasonable requests during the Term (as defined below).

5. Limited Warranty. For a period of ninety (90) days from the date Services are performed (the "Warranty Period"), Davey warrants to the City that the Services will be performed in a timely, professional, and workmanlike manner by qualified personnel (the "Limited Warranty"). If it is determined that Davey has breached the Limited Warranty, Davey will, in its reasonable discretion, either: (i) re-perform the defective part of the Services or (ii) credit or refund the fees paid for the defective part of the Services. **This remedy will be City's sole and exclusive remedy and Davey's entire liability for any breach of the Limited Warranty, to the extent allowed under Oklahoma law.** To the greatest extent permitted by Oklahoma law, except for the Limited Warranty, Davey makes no warranty whatsoever, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether express or implied, by law, course of dealing, course of performance, usage of trade or otherwise.

6. Authority to Grant Access to Job Site. The City represents and warrants that the City has full authority and the legal right to authorize and grant access, and does hereby authorize and grant access, to Davey to enter the job site, including all streets, sidewalks, and all surrounding property or areas necessary to gain access to or remove material from the job site. The City understands and agrees that Davey has relied upon such representation and warranty to perform its services under this Addendum.

7. Source Materials. The City will furnish to Davey all source materials, system diagrams, circuit diagrams, databases, and maps related to the City's facilities that are necessary for Davey's performance of the Services ("City Source Materials"). Davey disclaims any liability for errors, omissions, or inaccuracies contained in or resulting from City Source Materials or information obtained from any third party or publicly available source.

8. Service Reports. Upon the City's request during the Term, Davey will provide service reports in form and manner reasonably acceptable to the City. Davey agrees to maintain all records and reports associated with the Services for a period of three (3) years following completion of the Services.

9. Compliance with Laws. Davey will perform the Services in compliance with applicable federal, state, and local laws, regulations, and ordinances. Davey will maintain in effect during the Term all licenses, permissions, authorizations, consents, and permits required to perform the Services.

10. Independent Contractor. It is understood and acknowledged that in providing the Services, Davey acts in the capacity of an independent contractor and not as an employee or agent of the City. Davey will control the conditions, time, details, and means by which Davey performs the Services. Neither party will have the authority to commit the other party or bind the other party to any obligation or liability or to act for or on behalf of the other party.

11. Confidentiality. All non-public, confidential, or proprietary information (collectively, "Confidential Information"), including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, or otherwise learned by Receiving Party, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Addendum is confidential, solely for Receiving Party's use in performing this Addendum or exercising its rights under this Addendum and may not be disclosed or copied unless authorized by Disclosing Party in writing. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Addendum; (b) is obtained by Receiving Party on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (c) Receiving Party establishes by documentary evidence, was in Receiving Party's possession prior to Disclosing Party's disclosure; or (d) was independently developed by Receiving Party without referencing or using any Confidential Information. Upon termination or expiration of this Addendum, or at any time upon Disclosing Party's request, Receiving Party shall promptly return all documents and other materials received from Disclosing Party, and destroy or erase all other documents and electronic files containing Confidential Information and certify that such documents and information have been destroyed or erased. Notwithstanding the foregoing, Receiving Party may retain a copy of Confidential Information in connection with its legal document retention policies, and any Confidential Information retained will remain subject to the obligations in this Section. Receiving Party will be liable for any breach of this Section by any of its employees or agents. Disclosing Party will be entitled to injunctive relief for any violation of this Section, without any requirement to post a bond or other security. This Section 11 shall survive the completion or termination of this Addendum.

12. Indemnification.

12.1 Each party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party, and its officers, directors, employees, agents, representatives, successors, and assigns, (collectively, the "Indemnified Party"), from and against any and all claims, suits, actions, causes of action, and proceedings and any and all related liabilities, losses, damages, costs, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") asserted against or incurred by the Indemnified Party if and to the extent caused by the Indemnifying Party's material breach of any term or provision of this Addendum or the negligence or willful misconduct of the Indemnifying Party, or its employees, representatives, or contractors. If and to the extent that Losses are caused by the joint conduct of the parties, then a party's duty of indemnification shall be in proportion to that party's contribution to the cause of such Losses.

12.2 The indemnification obligations of the parties under this Section are contingent upon the Indemnified Party: (i) notifying the Indemnifying Party promptly of the claim and giving that party the exclusive right to control and direct the investigation, preparation, and settlement of the claim; and (ii) giving the Indemnifying Party, at the expense of the Indemnified Party, reasonable cooperation; provided, however, that the failure of the Indemnified Party to promptly give the Indemnifying Party notice shall affect that party's obligation to indemnify only to the extent the rights of that party are materially prejudiced by such failure, and further provided that the Indemnified Party may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.

12.3 This Section 12 shall survive the completion of the applicable Services for a period of one (1) year.

13. Limitation of Liability.

13.1 Notwithstanding anything to the contrary in this Addendum, to the extent permitted by law, in no event shall either party be liable for any consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, lost profits or revenues or diminution in value, arising out of, or relating to, this Addendum or in connection with any breach under this Addendum, regardless of (a) whether such damages were foreseeable, (b) whether or not the party was advised of the possibility of such damages, (c) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and (d) the failure of any agreed or other remedy of its essential purpose.

13.2 Notwithstanding anything to the contrary in this Addendum, to the extent the Services involve the evaluation or documentation ("Observational Data") of trees, tree inventories, natural areas, wetlands and other water features, animal or plant species, or other subjects (collectively, "Subjects"), the Observational Data will pertain only to the specific point in time it is collected (the "Time of Collection"). Davey will not be responsible nor in any way liable for (a) any conditions not discoverable using the agreed upon means and methods used to perform the Services, (b) updating any Observational Data, (c) any changes in the Subjects after the Time of Collection, including, but not limited to, decay or damage by the elements, persons or implements,

insect infestation, deterioration, or acts of God or nature or otherwise (collectively, "Changes"), (d) performing services that are in addition to or different from the originally agreed upon Services in response to Changes, or (e) any actions or inactions of the City or any third party in connection with or in response to the Observational Data. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing, or analysis unless stated in the scope of work. Davey will not be liable for the discovery or identification of non-visually observable, latent, dormant, or hidden conditions or hazards, and does not guarantee that Subjects will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition. To the extent the City requests Davey's guidance on City's permitting and license requirements, Davey's guidance represents its recommendations based on its understanding of and experience in the industry and does not guarantee the City's compliance with any particular federal, state, or local law, code, or regulation. Davey may review information provided by or on behalf of the City, including, without limitation, paper and digital GIS databases, maps, and other information publicly available or other third-party records or conducted interviews (collectively, "Source Information"). Davey assumes the genuineness of all Source Information. Davey disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any Source Information.

14. Release of Claims Relating to Job Site Conditions. The City hereby releases Davey from any and all claims of any kind, including claims for personal injury, death, and property damages, arising from or relating to any condition of the job site or any hazard on the job site that existed prior to the execution of this Addendum or was caused by a party not controlled by Davey, whether known or unknown.

15. Insurance. Davey, at its own expense, shall maintain during the progress of any services performed pursuant to this Addendum the following minimum limits of insurance, naming the City as an additional insured: (a) Workers' Compensation Insurance in at least the minimum amount required by and in compliance with the laws of the State where the services are to be performed; (b) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (c) Automobile Liability Insurance covering owned, non-owned, and hired vehicles used by Davey in connection with the services in an amount not less than \$1,000,000 per accident combined single limit, \$1,000,000 aggregate.

16. Term. This Addendum shall commence as of the Effective Date and shall continue in effect until the completion of the Services, unless sooner terminated pursuant to Section 17 (the "Term").

17. Termination.

17.1 Either party may terminate this Addendum for convenience effective upon thirty (30) days' prior written notice to the other party.

17.2 In the event of a material increase in labor costs occurring during the performance of this Addendum through no fault of Davey, Davey may at its option terminate this

Addendum, attempt to re-negotiate the Fees, or request an equitable adjustment to the Fees. A change in labor costs shall be considered material when the labor costs increase by more than 3% during the term of this Addendum.

17.3 Either Party may terminate this Addendum, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party: (a) materially breaches this Addendum, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within fifteen (15) days after receipt of written notice of the breach; (b) becomes insolvent or admits its inability to pay its debts generally as they become due; (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) days or is not dismissed or vacated within thirty (30) days after filing; (d) is dissolved or liquidated or takes any corporate action for such purpose; (e) makes a general assignment for the benefit of creditors; or (f) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

17.4 Upon the expiration or termination of this Addendum for any reason, the City shall pay Davey for all work performed, and reimburse Davey for all non-cancellable costs properly incurred by Davey in connection with the Services, up to the date of expiration or termination, as applicable.

18. Survival. Termination or expiration of this Addendum does not affect any rights or obligations under this Addendum that by their nature or intent survive the termination or expiration of this Addendum.

19. Force Majeure. Notwithstanding anything to the contrary in this Addendum, neither party shall be liable or responsible, nor be deemed to have defaulted under or breached this Addendum, for any failure or delay in fulfilling or performing any term of this Addendum, if the party's failure or delay is caused by or results from any of the following events: acts of God, flood, fire, earthquake, hurricane, epidemic, explosion, war, invasion, hostilities, terrorist threats or acts, riot, government order or law, embargoes, blockades, or other similar events beyond the reasonable control of the party.

20. Further Assurances. Each party shall use commercially reasonable efforts to, from time to time at the request of the other party, furnish the other party the further information or assurances, execute and deliver such additional documents, instruments, and conveyances, and take other actions and do other things, as may be reasonably necessary or appropriate to carry out the provisions of this Addendum and give effect to the transactions contemplated by this Addendum.

21. Assignment. Either party shall not assign or transfer any of its rights or obligations under this Addendum without the prior written consent of the other party. Any purported assignment or transfer in violation of this Section shall be null and void. No assignment or transfer shall relieve the assigning party of any of its obligations under this Addendum.

22. Severability. If any provision of this Addendum 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.
23. Waivers. No waiver by either party of any of the provisions of this Addendum shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by either party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver.
24. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Addendum shall be in writing and shall be deemed to have been given: (a) when delivered by hand; (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth in this Addendum (or to such other address that may be designated by a party from time to time in accordance with this Section). Notice to City shall be addressed to: Director of Parks and Recreation Department, 225 N. Webster Ave. Norman, Oklahoma 73070. Notice to Davey shall be addressed to: Davey Resource Group, Inc., 295 S. Water Street, Kent, Ohio 44240.
25. Entire Agreement; Amendments. This Addendum, together with Exhibit A, Exhibit B, and Exhibit C, constitutes the entire agreement between the parties and supersedes all other communications, oral and written, between the parties relating to the subject matter of this Addendum. This Addendum may be amended, modified, or supplemented only by an agreement in writing signed by both parties.
26. Choice of Law and Forum. This Addendum will be governed by and construed in accordance with the internal laws of the State of Oklahoma, without giving effect to any choice or conflict of law provision or rule (whether of the State of Oklahoma or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Oklahoma. Any legal suit, action or proceeding arising out of or related to the Services or this Addendum, or the matters contemplated under this Addendum, shall be instituted exclusively in the state courts located in Cleveland County, Oklahoma, or the United States District Court for the Western District of Oklahoma, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or inconvenient forum.
27. Counterparts. This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Addendum delivered by facsimile, e-mail, or other means

of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Addendum.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed as of the Effective Date. 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.

DAVEY RESOURCE GROUP, INC.

BY: _____

Amber Krebbers, Regional Operations Manager

ACKNOWLEDGEMENT

STATE OF OHIO)
COUNTY OF PORTAGE) ss:

Before me, a Notary Public in and for the State of Ohio, on this 10th day of April, 2024, personally appeared Amber Krebbers, to me known to be the identical person who subscribed their names to the foregoing instrument as their free act and voluntary deed for the uses and purposes therein set forth.

Kaylee Yutzy
NOTARY PUBLIC

My Commission No. 2023-RE-867566 Expires: August 22, 2028 [SEAL]

CITY OF NORMAN



KAYLEE YUTZY
Notary Public
State of Ohio
My Comm. Expires
August 22, 2028

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

Larry Heikkila, MAYOR

ATTEST:

Brenda Hall, City Clerk

APPROVED as to form and legality this _____ day of _____, 2024.

CITY ATTORNEY



Corporate Headquarters
295 South Water Street, Suite 300
Kent, OH 44240
800-828-8312

Item 16.

Local Contact
Dana Karcher
661-964-7158
dana.karcher@davey.com

June 21, 2023

Colin Zink
City of Norman

RE: Ordinance Review Scope of Work

Dear Colin,

Thank you for the opportunity to work with the City of Norman on analyzing and revising your city's tree ordinance. This letter is to outline the specifics of the project that we discussed and to provide pricing for you.

It should be noted that a tree ordinance and its effectiveness can be influenced by many factors. It should meet the following criteria:

1. Goals should be clearly stated, and ordinance provisions should address the stated goals.
2. Responsibility should be designated, and authority granted commensurate with responsibility.
3. Basic performance standards should be set.
4. Flexibility should be designed into the ordinance.
5. Enforcement methods should be specified.

It is also important to note that at some level, there should be stakeholder feedback. This may be developers and/or contractors, or other interested parties. We have added that to our scope of work as an online meeting.

Scope of Work

The proposed project has four key components:

- DRG's team of experienced professionals will **review existing policies and ordinances** to gain a sense of city goals and priorities. This initial review will provide the foundation on which the city's tree ordinance will be reviewed and changes recommended.
 - We do this by using a matrix of topics to assure that critical ordinance components are addressed with a simple "yes/no" and where they exist within the municipal code. The matrix include the following topics:
 - Public Tree Management and Protection
 - Tree Planting
 - Private Tree Protection and Preservation
 - Credentials of Tree Care providers
 - Within the review, we determine what should be left in the current ordinance or removed. (Some procedures or administrative policies are best left out of an ordinance and referenced in a "tree manual and standards of practice." That manual is not included in this scope work. However, we let Norman know what procedures or policies should be in such a manual.)
- DRG will **meet with the Norman team** to review the matrix and let the city know what is missing or not needed. This meeting will guide the development of the draft recommendations.

EXHIBIT A

Norman Ordinance Review
DRG Proposal
Page 1

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- DRG will develop an **initial draft of ordinance recommendations**. The city will have an opportunity to review and provide comments before DRG finalizes the written ordinance prior to stakeholder engagement and for the city's final internal approval processes. This includes meeting with your legal department.
- DRG will develop a **final draft** of the ordinance to take to city council.

Pricing

Our current pricing for this project is \$11,850.00 which was budgeted in the urban forest plan. However, some items that were to be covered with other parts of the plan are not in this budget. Those include outreach to stakeholders as mentioned above. Those can take place on line and will be \$1,250.00 per 2 hour meeting. (That includes meeting prep, facilitation, and synthesis.) Knowing the importance of working with your legal department, we believe that we can do that at an hourly rate not to exceed 10 hours, at \$155.00 per hour. We will only bill for the hours that we use for that part of the project. The project total is \$14,650.00 with one stakeholder meeting and the full 10 hours of legal review support.

Experience and Expertise

The DRG team is devoted to providing excellent customer service through our technical expertise and our passion for innovative solutions. We recognize that our success depends on meeting your needs and we are excited about the opportunity to collaborate with you on your project. Please feel free to contact me with any questions.

Sincerely,



Dana Karcher
Project Developer
Davey Resource Group, Inc.
www.daveyresourcegroup.com

cc: Sam Heywood, Project Manager

Authorization to Proceed

By signing this form, I do hereby acknowledge acceptance of the scope of work and associated fee, as well as the terms and conditions and limited warranty contained herein. Furthermore, my signature authorizes the work to be performed.

Client Name: *City of Norman*

Authorizing Signature:

Title: *Jason Olsen - Director of Parks & Recreation*

Date:

7/20/23

Davey Resource Group, Inc.

Name/Title:

Date:

Boulder Tree Inventory Update
DRG Proposal
3 of 5

TERMS AND CONDITIONS

- All pricing is valid for 30 days from the date of this proposal, after which time we reserve the right to amend fees as needed.
- Time and materials (T&M) estimates may fluctuate and will be billed accordingly. Fixed fee contract prices will be billed as shown.
- Invoicing will be submitted monthly for work performed, unless otherwise agreed upon.
- Payment terms are net 30 days.
- If prevailing wage requirements are discovered after the date of this proposal, we reserve the right to negotiate our fees.
- The client is responsible for any permit fees, taxes, and other related expenses, unless noted as being included in our proposal.
- The client shall provide 48 hours' notice of any meetings where the consultant's attendance is required.
- Unless otherwise stated, one round of revisions to deliverables is included in our base fee. Additional edits or revisions will be billed on a time and material (T&M) basis.
- All reports are provided only to the client unless otherwise directed.

LIMITED WARRANTY

Davey Resource Group, Inc. ("DRG") provides this limited warranty ("Limited Warranty") in connection with the provision of services by DRG (collectively the "Services") under the agreement between the parties, including any bids, orders, contracts, or understandings between the parties (collectively the "Agreement").

Notwithstanding anything to the contrary in the Agreement, this Limited Warranty will apply to all Services rendered by DRG and supersedes all other warranties in the Agreement and all other terms and conditions in the Agreement that conflict with the provisions of this Limited Warranty. Any terms or conditions contained in any other agreement, instrument, or document between the parties, or any document or communication from you, that in any way modifies the provisions in this Limited Warranty, will not modify this Limited Warranty nor be binding on the parties unless such terms and conditions are approved in a writing signed by both parties that specifically references this Limited Warranty.

Subject to the terms and conditions set forth in this Limited Warranty, for a period of ninety (90) days from the date Services are performed (the "Warranty Period"), DRG warrants to Customer that the Services will be performed in a timely, professional and workmanlike manner by qualified personnel.

To the extent the Services involve the evaluation or documentation ("Observational Data") of trees, tree inventories, natural areas, wetlands and other water features, animal or plant species, or other subjects (collectively, "Subjects"), the Observational Data will pertain only to the specific point in time it is collected (the "Time of Collection"). DRG will not be responsible nor in any way liable for (a) any conditions not discoverable using the agreed upon means and methods used to perform the Services, (b) updating any Observational Data, (c) any changes in the Subjects after the Time of Collection (including, but not limited to, decay or damage by the elements, persons or implements; insect infestation; deterioration; or acts of God or nature [collectively, "Changes"]), (d) performing services that are in addition to or different from the originally agreed upon Services in response to Changes, or (e) any actions or inactions of you or any third party in connection with or in response to the Observational Data. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing, or analysis unless stated in the scope of work. When performing tree inventories or assessments, DRG will not be liable for the discovery or

identification of non-visually observable, latent, dormant, or hidden conditions or hazards, and does not guarantee that Subjects will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition.

To the extent you request DRG's guidance on your permitting and license requirements, DRG's guidance represents its recommendations based on its understanding of and experience in the industry and does not guarantee your compliance with any particular federal, state or local law, code or regulation.

DRG may review information provided by or on behalf of you, including, without limitation, paper and digital GIS databases, maps, and other information publicly available or other third-party records or conducted interviews (collectively, "Source Information"). DRG assumes the genuineness of all Source Information. DRG disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any Source Information.

If it is determined that DRG has breached this Limited Warranty, DRG will, in its reasonable discretion, either: (i) re-perform the defective part of the Services or (ii) credit or refund the fees paid for the defective part of the Services. **This remedy will be your sole and exclusive remedy and DRG's entire liability for any breach of this Limited Warranty.** You will be deemed to have accepted all of the Services if written notice of an alleged breach of this Limited Warranty is not delivered to DRG prior to the expiration of the Warranty Period.

To the greatest extent permitted by law, except for this Limited Warranty, DRG makes no warranty whatsoever, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether express or implied, by law, course of dealing, course of performance, usage of trade or otherwise.

Updated Tree Inventory Proposal

Prepared For:

City of Norman, OK
Sent via Email
December 7, 2023

Prepared By:

Dana Karcher
Project Developer
Davey Resource Group, Inc.
Cell: 661-964-7158
E-mail: dana.karcher@davey.com

EXHIBIT B

Project Approach

The following sections describe DRG's overall approach, or methodology, for accomplishing the City of Norman's scope of work for the tree inventory. This section includes a plan of work for the tree inventory and explains the technologies we use to complete the inventory.

Dedicated to Safety

Safety is the number one priority of DRG. To ensure the safety of DRG's workers and those traveling nearby, DRG uses the following Personal Protective Equipment (PPE): ball caps (hard hats where required), high-visibility safety vests, employee identification badges, safety glasses, and over-the-ankle boots.

Tree Inventory Work Plan

To ensure that the tree inventory meets the city's goals and deadlines, DRG uses the following work plan:

Step 1. Communication

From project beginning to end, DRG staff keep open lines of communication with the city of Norman via telephone, e-mail, and, as needed, in-person meetings. DRG answers any questions Norman has as well as keeps the city apprised of the project's progress.

Step 2. Contract Phase

Once awarded the project, DRG executes a contract and supplies insurance per project specifications.

Step 3. Data Mining and Hardware Programming

The next step in the inventory process is to obtain the GIS data and imagery needed to set up the field computers used for data collection. DRG's urban foresters typically work with the city's GIS or planning department to complete this step. If necessary, we can get imagery from other public sources. DRG uses the data fields defined in this proposal and the imagery, maps, and data files obtained from the city and various sources to program the data collection software and field computers. At this time, we may contact you by phone to confirm the data attributes.

Step 4. Inventory Project Kick-Off Meeting

DRG staff will contact the city after contract execution to schedule a kick-off meeting. During the kick-off meeting, Norman's staff and the DRG project team discuss inventory safety and communication procedures and confirm project expectations and milestones. If possible, DRG's urban foresters assess a few trees with city staff to ensure consistent assessment results. This kick off meeting will be all encompassing of the entire project (both the inventory and the urban forest master plan) to save resources.

Step 5. Data Collection

DRG typically begins data collection after the kick-off meeting. Our experienced, qualified urban foresters locate trees, along improved street ROWs and in public parks and other city-owned properties, evaluate those trees and record the data specified by the city. The collected data, once finalized, are Norman's tree inventory database.

Quality Control and Assurance

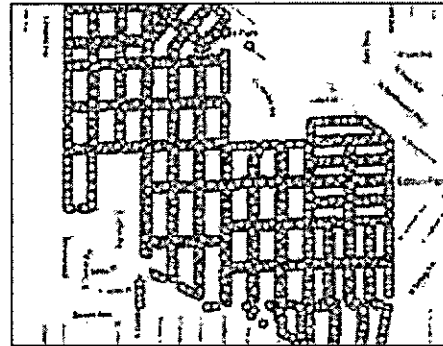
From the project's start to its finish, DRG focuses on the experience the hamlet has working with DRG and the quality of the project's deliverables. To ensure a good working relationship throughout the project, DRG collaborates with the hamlet early on to schedule fieldwork and meetings at mutually agreeable times and determine protocols for addressing questions and concerns that arise during data collection. DRG's staff also stay in contact with the hamlet's staff during all phases of the project to keep the hamlet informed of the project's status. The following is an example of an inventory progress update, e-mailed on a set schedule such as weekly or bi-weekly, from DRG's urban forester to the client.



INVENTORY PROGRESS UPDATE E-MAIL

Dear Valued Client:

Below is a recap of last week's inventory progress. So far, we have inventoried 3,161 sites. The map (right) shows our progress in Zone C. We also had a chance to do some in-the-field quality assurance last week (bottom). We audited 1% of the data collected last week and found no critical errors.



We expect to wrap up data collection later this week. We predict that the remaining streets will have the same tree density, although the road running along the train tracks in the northeast may have slightly more trees. In all, we think that the total site count will be close to the pre-project estimate of 3,800 sites. We will keep everyone apprised if this expectation changes.

Katie will be on the ground this week, and Pete may come out to help with collection. If needed, they can be available for an in-person closing meeting. Otherwise, we can include the final site count and notes in a close-out e-mail.

As far as data delivery, we expect it will take a few days for GIS quality control checks after data collection is complete. We will follow up with an e-mail when your final inventory dataset is available in TreeKeeper®. If you have any questions or concerns, please reach out to me.

Thanks, Your DRG Urban Forester

Inventory Statistics				
Site Count to Date		Percent Complete	Estimated Total Site Count	
3,161		83%	3,800	
Quality Assurance				
Overall Critical Error Score	Target Critical Score	Overall Non-Critical Error Score	Target Non-Critical Score	Percent Audited
100%	98%	98.7%	95%	1%

Quality control and assurance continues during data collection. DRG's project manager and urban foresters use hot and cold data checks during fieldwork and encourage the city to do so as well. DRG regularly updates Norman on the project's status and makes the city aware of any situations that may need immediate attention. At the end of the project, DRG's IT specialists run computer diagnostics on the inventory data to make sure the data is clean. Finally, DRG answers any questions the city has about the data and our TreeKeeper® software and verifies Norman's satisfaction with DRG's work.

Accessing Inventory Data

DRG supplies access to the tree inventory data during data collection. To access tree records, utilize TreeKeeper® to view and field check data and even to route and plan for tree work.

Location Accuracy

DRG uses field computers and equipment that meet or exceed this project's location accuracy requirements. Having worked on thousands of tree inventory projects, DRG has found that using a combination of GIS and a customized data collection program provides the most exact data and the most efficient means for inventorying trees. DRG uses our in-house designed GIS software tool in conjunction with ruggedized computers with a GPS receiver to collect inventory data. Under favorable conditions, the equipment allows for sub-meter location accuracy of point data.

Individual Tree Inspection Process

During data collection, DRG's urban foresters walk by each tree and inspect the tree from the ground. Based on the conditions at the time of the inspection, DRG's staff identify the tree's species and its location, measure tree diameter, and rate its health. DRG's urban foresters also suggest the specific maintenance needs and priorities and other observations at this time. When data collection for an individual tree is complete, DRG's urban foresters walk to the next tree and follow the same steps, in the same order, to ensure consistent data collection.

DRG formally routes the collection of inventory data to ensure that staff collect all the sites in the project area in a systematic manner. Throughout the inventory process, DRG maps the streets, parks, and properties inventoried and shares that information with the city. DRG also informs the City of Norman where staff intend to collect data next. DRG's urban foresters collect data Monday through Friday and often on weekends with our clients' permission.

Data Fields

For Norman's inventory, DRG will collect the following data fields specified in the city's Request for Qualifications (RFQ) as defined below:

- Unique Tree Identity Number: The inventory software automatically generates a unique identifier number for each tree
- Mapping Coordinates: Provide the location of each tree using GIS/GPS.
- Location and Site Type: Includes address and site type (park, street, median, unmaintained, etc. This can be further defined prior to kickoff meeting.)
- Species: Trees identified by both genus and species, as well as common name
- Trunk Diameter: Measured to the nearest inch using a Biltmore stick, at 4.5 feet above the ground. Multi-stem trees will be noted in the "notes" category. Multi-stems that split below 4.5 feet will have the largest stem measured and then add half the diameter of all smaller stems to that measurement.

- Condition: General Condition of the tree will be observed and recorded following an adaptation of the ISA Best Management Practices rating system -
 - Good - 80-100%
 - Fair - 60-80%
 - Poor - 40-60%
 - Critical - <40%
- Maintenance Need: General category of the highest priority work to be completed -
 - N/A - nothing needed within the next 4-year prune cycle
 - Train - correcting structural issues for young trees
 - Clean - remove dead, broken, crossing limbs within the canopy
 - Raise - remove lowest limbs over streets, sidewalks, recreation areas paying attention to set codes and target conditions
 - Clearance - for traffic sightlines or street sign visibility, proximity to walls, etc.
 - Remove - tree is structurally compromised, too many dead limbs, etc.
- Maintenance Priority:
 - Young - structural pruning
 - Routine - can be completed during a regular maintenance cycle
 - Immediate - should be done as soon as staffing and funds allow
 - Critical - should be done as soon as possible (our inventory arborists will let the Norman contact know if we observe a critical tree within an agreed upon time frame so it can be dealt with right away.)
- Notes and Observations: DRG develops a drop down menu for agreed upon notes and observations.
- Name of the inventory arborist and date are automatically generated by the collections software

Option: Identifying Priority Planting Sites

When examining the state of Norman's urban forest, it is essential to assess more than just the trees themselves. Species diversity is integral to the sustainability of an urban forest. Understanding your current stocking level and potential ability is crucial to short- and long-term planning. When assessing planting sites, we follow the mantra "Right Tree in the Right Place for the Right Reason". DRG will determine planting sites based on factors such as growing space, overhead utilities, and proximity to signs, lights, intersections, etc. Due to the nature of inventorying available planting sites, DRG recognizes the importance of understanding your goals and objectives for this tree inventory project. Based on your priorities, we recommend considering the following options:

1. 100% Inventory. DRG will inventory all available planting sites during the tree inventory.
2. Partial Planting Site Inventory. DRG will prioritize and limit collection of the planting sites to keep the total number to approximately 25% of the total sites inventoried.
3. Five-Year Planting Strategy. Based on the current annual planting levels, DRG will locate five years of potential planting sites. For example, if the city plants 100 trees annually, then DRG will locate approximately 500 available sites. These sites can be a combination of small, medium, or large based on planting goals.
4. Priority Areas (i.e., Environmental Justice Areas). DRG will inventory available planting sites in predetermined areas during the tree inventory to facilitate improving canopy cover and diversity goals.

Schedule, Tasks, and Deliverables

Project Schedule (weeks)							
Task	1	2	3-5	6	7	8-10	Result/Deliverable
Award							Insurance, contract
Virtual Kick-off Meeting							
Data Mining and Field Computer Set-Up							Obtain basemaps and GIS data/program software and hardware
Kick-off Meeting							Meeting summary as needed
Inventory Data Collection							Inventory of 5,000 sites; ongoing field checks; weekly e-mail updates
Inventory Progress Email Updates							
Inventory Data Delivery							Inventory data in ESRI® shapefiles and Excel™
Inventory Close-Out Meeting							If scheduled, usually takes place on the last day of data collection

The Project Team

DRG's staff members are not only qualified and credentialed, but they also possess extensive industry knowledge and experience. They are well-versed in industry standards, best management practices (BMP), and the municipal work environment. To ensure that both tree benefits are maximized and risk management is addressed, DRG's team for this project will consist of consultants who are ISA certified arborists with TRAQ and i-Tree experience. Additionally, the team will have IT and GIS analysts, and plan writers who will provide software, data analysis, and professional planning services. A table highlighting the project team and their respective responsibilities is provided below. Their resume, highlighting their work experience follows.

Sam Heywood - Project Manager

Sam Heywood is a project with Davey Resource Group (DRG). His responsibilities consist of various aspects of forestry and environmental work including municipal, developmental, utility consulting, urban forestry planning, and planting and site restoration projects. He is currently managing numerous projects in the Central US including inventory projects, and urban forest master plans.

Sam is also proficient in crafting technical documents, including urban forestry master and management plans, urban tree canopy assessments, canopy impact reports, and tree protection plans. In his capacity as a writer, he has led stakeholder and public meetings, serving as an expert consultant and liaison between municipal clients and members of the public. He has also completed tree appraisals for private entities and individuals (including documentation for insurance claims) and served as a developer consultant on both commercial and residential projects in central Texas.

Sam is based in Austin, Texas. In addition to his work with DRG, Sam is also a published academic author and presenter on strategic invasive tree species removal. Before moving to Texas, Sam focused on data collection, quality assurance, and client communication as a traveling inventory arborist on projects throughout the country. With DRG, Sam also served as a consulting utility forestry for contracts in California and Colorado for PG&E and Xcel Energy, respectively.

Sam has a Bachelor's degree in Biological Sciences with a Concentration in Ecology and Evolution. He is a Board Certified Master Arborist and Municipal Specialist (#OH-6441BM) through the International Society of Arboriculture (ISA) and holds an ISA Tree Risk Assessment Qualification and is ISA Texas Oak Wilt Certified (#TXOWQ-344). Sam is also Texas Wildfire Risk Reduction Qualified (TXWRRQ-100). He is trained by the Davey Institute of Tree Sciences.

Lianna Walsh - Site Manager

Lianna Walsh has been with Davey Resource Group (DRG) since 2018. Currently, she is a senior site manager working on tree collection programs throughout the Central US Region.

As an urban forester, Lianna is responsible for collecting tree attributes such as species, risk rating, condition, canopy height and diameter, critical root zone area, recommended maintenance, and insect and/or disease detection. As a site manager, Lianna's duties include planning and leading the workday for the field staff, updating clients on the work progression, conducting safety meetings with the staff, and performing data and field quality control.

Lianna previously performed data quality control and worked as an inventory arborist on the Asian Longhorned Beetle (ALB) project in Brooklyn, New York. As data quality control, Lianna checked and

corrected each day's inventory data produced by the field staff on the identification, data collection, ground survey of ALB host species, and distinguishing signs of ALB from other signs of pest or human-inflicted damage. Lianna collected tree, surveyor, and site data via the Davey-developed software, Rover. Communication with the public was an important part of this position as she communicated with property owners for access to private trees throughout Brooklyn.

Currently, Lianna is serving as the site manager for two projects: the cities of Denver and Boulder, CO. With these two projects, she is fully responsible for client communications, data integrity, and safety for the teams in the field.

Lianna has a Bachelor's degree in Biology from Stony Brook University and is a Certified Arborist (#NY-6427A) through the International Society of Arboriculture. She recently completed her ISA Tree Risk Assessment Qualification (TRAQ).

Bill Hunt - Inventory Arborist

Bill Hunt is an inventory and consulting arborist with Davey Resource Group (DRG). He began his career with DRG working on the Asian Longhorned Beetle eradication project in the northeastern US. From there, Bill became a traveling inventory arborist, working on tree inventories for municipalities, large and small throughout the midwest and east coast. On these projects, he became progressively more responsible for work tracking, project progress, and quality control.

During this time with DRG, Bill completed a significant number of inventories in communities throughout Missouri that were funded by grants. With those projects, he developed a strong sense of client service, being the Davey representative on the ground during those inventories.

Bill recently returned to DRG to continue his career as an inventory and consulting arborist. During his time away from DRG, Bill spent time being a utility forester on a large system in Ohio and Indiana. He was a work planner, completing notifications and communication to utility customers. Again, he spent a good deal of time being the interface between the utility and the property owners honing his customer communication skills. Currently Bill serves as an inventory arborist on the Denver, Boulder, and other Colorado projects as needed.

Bill has a Bachelor of Science degree in Biology from the University of Cincinnati. He is a Certified Arborist (OH-6845A) through the International Society of Arboriculture, and holds a Tree Risk Assessment Qualification. (TRAQ)

Dana Karcher - Project Developer

Dana Karcher is a Project Developer for Davey Resource Group (DRG), working with communities throughout the central U.S. helping them achieve their vegetation management goals. In her long-term career in urban forestry, she has worked with communities across the U.S. developing projects such as tree inventories, management plans, urban forest master plans, and other tree management related projects. She has worked closely with planners, architects, engineers, landscape architects, elected officials, and community groups to increase awareness of the importance of trees and to recognize the urban forest as a valuable resource.

Dana has been active in issues that assure the health and well-being of residents through the use of urban forestry as a solution to community challenges. This includes serving on the citizens advisory committee for the local Air

Pollution Control District, leadership roles in Western Chapter ISA, California Urban Forests Council, and the California Urban Forests Advisory Committee. She is an advocate for personal leadership growth and was a founder of the Municipal Forestry Institute.

Dana's recent projects include the support and development of the City of Dallas' Urban Forest Master Plan. This plan utilized community engagement tools, GIS, and more to develop a road map for the future of Dallas' urban forest. She also worked on an Emerald Ash Borer plan for the City of Aurora, CO using i-Tree Eco as a tool to determine not only the number of ash trees within the city limits, but highlighting the structure function and value of Aurora's trees.

Dana has a Bachelor of Arts degree in Political Science from California State University. She is a Certified Arborist and Municipal Specialist (WE-7103AM) through the International Society of Arboriculture where she served as a board member and past president of the organization. She is a member of the Rocky Mountain, Texas, and Western Chapters of the ISA. She serves as a board member for the Colorado Tree Coalition.

Cost Proposal

Tree Inventory

Computerized inventory data collection of up to 5,000 existing trees, (and planting sites, and stumps) for a cost of:

\$41,850.00

Additional inventory data collection above 5,000 trees at a unit rate of:

\$8.37 per tree

This proposal is valid for 90 days, after which we reserve the right to amend fees as needed. An Authorization to Proceed, which can be used as a contract, is in Appendix C.

CLIENT RESPONSIBILITIES

- Provide DRG with imagery, maps, and data files. Our request may include the following: digital orthophotographs, available GIS data layers, other electronic or paper copies of maps for roads, pavement widths, right-of-way widths, boundaries and utilities, and an electronic file or printed list of street names and endpoints.
- Provide daily contact information and directions during the inventory project.
- Provide a copy of any existing tree inventory databases.
- Coordinate and host an on-site kick-off meeting before the start of fieldwork.
- By accepting this proposal, the City of Norman accepts DRG's Terms and Conditions and Limited Warranty (listed after the Authorization to Proceed page below) and agrees that, upon award, this proposal and its attachments will be made a part of the Agreement.

TERMS AND CONDITIONS

- All pricing is valid for 90 days from the date of this proposal, after which time we reserve the right to amend fees as needed.
- Time and materials (T&M) estimates will be billed using the labor rates in DRG's current commercial price list. Fixed Fee Contract Prices will be billed in monthly increments for the percentage of work completed in the billing period. Firm-Fixed Unit Prices will be billed in monthly increments for the number of completed units in the billing period.
- Payment terms are net 30 days.
- If prevailing wage requirements are discovered after the date of this proposal, we reserve the right to negotiate our fees.
- The client is responsible for any permit fees, taxes, and other related expenses, unless noted as being included in our proposal.
- The client shall provide 72 hours' notice of any meetings where the consultant's attendance is required.
- Unless otherwise stated, one round of revisions to deliverables is included in our base fee. Additional edits or revisions will be billed on a time and material (T&M) basis.
- All reports are provided only to the client unless otherwise directed.

LIMITED WARRANTY

Davey Resource Group, Inc. ("DRG") provides this limited warranty ("Limited Warranty") in connection with the provision of services by DRG (collectively the "Services") under the agreement between the parties, including any bids, orders, contracts, or understandings between the parties (collectively the "Agreement").

Notwithstanding anything to the contrary in the Agreement, this Limited Warranty will apply to all Services rendered by DRG and supersedes all other warranties in the Agreement and all other terms and conditions in the Agreement that conflict with the provisions of this Limited Warranty. Any terms or conditions contained in any other agreement, instrument, or document between the parties, or any document or communication from you, that in any way modifies the provisions in this Limited Warranty, will not modify this Limited Warranty nor be binding on the parties unless such terms and conditions are approved in a writing signed by both parties that specifically references this Limited Warranty.

Subject to the terms and conditions set forth in this Limited Warranty, for a period of ninety (90) days from the date Services are performed (the "Warranty Period"), DRG warrants to Customer that the Services will be performed in a timely, professional and workmanlike manner by qualified personnel.

To the extent the Services involve the evaluation or documentation ("Observational Data") of trees, tree inventories, natural areas, wetlands and other water features, animal or plant species, or other subjects (collectively, "Subjects"), the Observational Data will pertain only to the specific point in time it is collected (the "Time of Collection"). DRG will not be responsible nor in any way liable for (a) any conditions not discoverable using the agreed upon means and methods used to perform the Services, (b) updating any Observational Data, (c) any changes in the Subjects after the Time of Collection (including, but not limited to, decay or damage by the elements, persons or implements; insect infestation; deterioration; or acts of God or nature [collectively, "Changes"]), (d) performing services that are in addition to or different from the originally agreed upon Services in response to Changes, or (e) any actions or inactions of you or any third party in connection with or in response to the Observational Data. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing, or analysis unless stated in the scope of work. When performing tree inventories or assessments, DRG will not be liable for the discovery or identification of non-visually observable, latent, dormant, or hidden conditions or hazards, and does not guarantee that Subjects will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition.

To the extent you request DRG's guidance on your permitting and license requirements, DRG's guidance represents its recommendations based on its understanding of and experience in the industry and does not guarantee your compliance with any particular federal, state or local law, code or regulation.

DRG may review information provided by or on behalf of you, including, without limitation, paper and digital GIS databases, maps, and other information publicly available or other third-party records or conducted interviews (collectively, "Source Information"). DRG assumes the genuineness of all Source Information. DRG disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any Source Information.

If it is determined that DRG has breached this Limited Warranty, DRG will, in its reasonable discretion, either: (i) re-perform the defective part of the Services or (ii) credit or refund the fees paid for the defective part of the Services. This remedy will be your sole and exclusive remedy and DRG's entire liability for any breach of this

Limited Warranty. You will be deemed to have accepted all of the Services if written notice of an alleged breach of this Limited Warranty is not delivered to DRG prior to the expiration of the Warranty Period.

To the greatest extent permitted by law, except for this Limited Warranty, DRG makes no warranty whatsoever, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether express or implied, by law, course of dealing, course of performance, usage of trade or otherwise.

Appendix A: Inventory Data Field Descriptions and Sizes

Data Field Name	Input Notes
Tree/Site Input Fields	
Unique Tree Identity Number	Automatically generated
Location	BROW (beyond ROW) Street (in ROW) Borderline Park/Public Space
GPS/GIS X GPS/GIS Y	Numeric
Species	Species: master file
Tree Size (DBH)	Numeric
Multi-Stem* *can be in a drop down or in notes as requested	Yes No (Default to No)
Condition	Good - Shows no major problems Fair - Has minor problems that may be corrected with time or corrective action Poor - Has major problems that are irrecoverable Critical - No sign of life
Maintenance Need	<ul style="list-style-type: none"> o N/A - nothing needed within the next 4-year prune cycle o Train - correcting structural issues for young trees o Clean - remove dead, broken, crossing limbs within the canopy o Raise - remove lowest limbs over streets, sidewalks, recreation areas paying attention to set codes and target conditions o Clearance - for traffic sightlines or street sign visibility, proximity to walls, etc. o Remove - tree is structurally compromised, too many dead limbs, etc.
Maintenance Priority	Young - structural pruning Routine - can be completed during a regular maintenance cycle Immediate - should be done as soon as staffing and funds allow Critical - should be done as soon as possible (our inventory arborists will let the Norman contact know if we observe a critical tree within an agreed upon time frame so it can be dealt with right away.)
Notes and Observations	DRG develops a drop down menu for agreed upon notes and observations (See Multi-Stem above)
Other Input Fields	
Serial Number	Numeric
Date	Numeric
Time	Numeric
Staff	Text

Appendix B: Authorization to Proceed

The above prices and terms and conditions and warranty are hereby accepted. I am authorized to bind the City and authorize Davey Resource Group, Inc. to perform the specified work. I am familiar with and agree to the terms and conditions appended to this proposal. I understand that once accepted this proposal constitutes a binding contract. This proposal is based on an estimated number of trees/sites to be inventoried. Davey Resource Group, Inc. reserves the right to renegotiate the price based on the timing of the award, scheduling of fieldwork, the final methodology chosen by the client, and availability, completeness, and quality of maps and GIS information.

Description of Service	Contract Type	Price
Tasks 1: Tree Inventory up to 5,000 trees	Firm-Fixed Price ▾	\$41,850
Additional trees beyond 5,000	Firm-Fixed Unit ... ▾	\$8.37
Project Total		TBD

By signing this form, I do hereby acknowledge acceptance of the scope of work and associated fee, as well as the terms and conditions and limited warranty contained herein. Furthermore, my signature authorizes the work to be performed effective the date of my signature and denotes that I am an authorized representative of the Client with authority to authorize and bind my company.

City of Norman

Client Representative:

Authorizing Signature:

Title:

Date:

Phone Number:

E-Mail:

Davey Resource Group, Inc.

DRG Project Representative:

Title:

Date:

Phone Number:

E-Mail:

PROJECT APPROACH URBAN FOREST MASTER PLAN

The development of an Urban Forest Master Plan is a comprehensive exercise in collaboration, education, research, and community participation. Generally, UFMPs are part of a long term vision for the community and serve as a guide to achieve program milestones. This will be no different for the City of Norman.

Every UFMP that DRG has completed has a different outcome—one that meets the needs of the community for which it was developed. Creating a plan is a collaborative process between the City of Norman, its residents and stakeholders, and DRG. Several different components can contribute to the plan including community meetings, surveys, and other stakeholder input. Additionally, including an urban tree canopy analysis or i-Tree Eco analysis assures that Norman is developing tree planting goals, and adhering to proactive tree maintenance models. Canopy growth is an indicator of not only tree health, but also community health. As the research and communications evolve, a unique road map will emerge incorporating the combined experience and knowledge of all stakeholders that have a vision for the trees and urban forest for the City of Norman.

Project Development

For Norman, we want to determine the best way for your community to manage and grow your urban forest. We do this through incorporating a style of adaptive management into the planning process. We first examine what the city already has through research, meetings, interviews, documents, and more. Examination of ordinances, policies, and City staff interviews play heavily into this part of the plan. We then work with Norman to help engage stakeholders to determine their level of understanding and desires for the urban forest. This would include groups, such as developers, ReLeaf Norman, Chamber of Commerce, ODOT, OGE, and other local influencers, including the University of Oklahoma. Additionally, we will seek this “what we want” information from City staff and Norman elected officials. Again, we utilize an interview process for some knowledge acquisition, as well as surveys and one on one conversations. DRG also conducts community meetings and stakeholder meetings that allow for open dialogue about desired goals of this process.

Critical in the planning process not just knowing what the urban forestry program needs, but laying out a road map to meet the plan’s goals. This is done by working through the information gathered through the step above. We conduct a program assessment, which includes code review. Additionally, we incorporate Best Management Practices for urban forestry from the International Society of Arboriculture, guiding documents from the Vibrant Cities Initiative, and standards and guidance from the Oklahoma Forestry Services Urban Forestry Program. Each project is created through a series of tasks—some that overlap and others that build on each other.

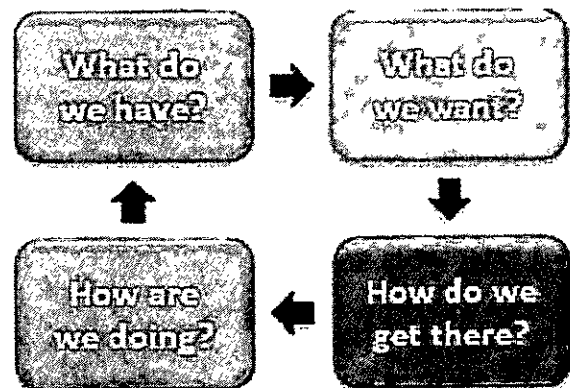


EXHIBIT C

TASK ONE: KICKOFF MEETING AND FINALIZING THE COMMUNITY ENGAGEMENT PLAN

We begin every UFMP project with a kickoff meeting that aligns Norman's goals with our plan of work. We review timelines, contact information, and develop a communication plan. We finalize the community engagement plan with the Norman team, once we have a complete understanding of the scope of work that is desired by the City.

At this meeting, we will obtain names and contact information from you for projected interview candidates, both internal and external. We also hope to assist with the task of developing an online survey early in the process. For this reason, we would hope that your public relations personnel could be present as well. We want to be sure that we are following your community culture and protocols from the start of the UFMP process. We feel that communication is critical and this meeting sets the tone for the project.

Steering Committee

With some of our projects, we have seen success in creating a project steering committee. This committed group, chosen by Norman with guidance from DRG, supports the project from start to finish. Members of the committee include critical internal staff including team members from forestry, parks, and planning. External team members can include, for example, a person from OG&E and OSU Extension. This committee is tasked with guidance and input only. Generally, they would be part of the kickoff, encourage community engagement, have an opportunity to weigh in on the findings, and be part of the review of the almost completed document. Their first task is to set the mission and vision for the project in a guided meeting with DRG.

TASK TWO: URBAN FOREST ANALYSES (AS PART OF THE UFMP)

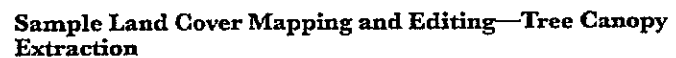
In the development of an UFMP, baseline data of Norman's urban forest structure, function, and value is needed to determine where trees are needed and what environmental benefits are provided by the urban forest. This helps to create plans and budgets for the future. There are two methodologies for this: an iTree Eco study completed on a sample of the city's public and private trees or an Urban Tree Canopy (UTC) assessment. DRG successfully uses either method or even a combination of the two to deliver the most complete information available.

Urban Tree Canopy (UTC) Assessment

DRG believes that innovations are what allow us to be the leading tree company in the United States. Ninety percent of our most recent UFMP projects have been supported by canopy analysis data and have relied heavily on that data to guide the development and final design of the best UFMPs. In addition to the GIS data and analysis resulting from a canopy assessment, the GIS data we deliver to the City will be valuable as a long range planning and analysis tool. The applications for this data will be useful not only for the development of the UFMP but for broader applications across other City departments and regional interests.

Measuring canopy can be utilized as a climate change tool, social equity understanding, watershed management, and an economic tool. Canopy defined by an i-Tree Eco Analysis of the sample tree inventory available is calculated without the use of overhead imagery. An urban tree canopy analysis (UTC) can support an urban forest program by setting a baseline for canopy coverage of all trees within the city limits. From there, the increase in canopy can be measured in time increments to check progress. This is one measuring tool that is tangible and fairly accurate in determining the growth of Norman's urban forest. Not only is overall canopy cover assessment critical but also assessing the location of potential planting sites in a growing city like Norman is important.

tree canopy to other assets and issues that may be of interest to the City. The priority planting locations can be based on simply increasing canopy in areas with less cover, or it can be further prioritized based on land use, districts, human health data, stormwater demands, or any other GIS based data that is available.



After completing the accuracy assessments, the final comprehensive canopy cover dataset will be processed in ArcGIS® to measure the overall existing canopy cover for the City of Norman. Additional GIS analysis will be completed using current data sources for further investigation and in support of the canopy assessment process. Area and percentages of canopy cover will be calculated for each land use type and designation (e.g. citywide, parks and open space, land use, zoning, improvement and redevelopment areas, neighborhoods, subdivisions, flood zones, etc.). This comparison of canopy cover with land designations will become a primary resource for recommendations and goals for the Norman community forest. DRG will analyze the "Possible UTC" as determined by the US Forest Service to identify methods for increasing canopy. "Preferable" planting sites or suitable sites will also be determined based on selected criteria for all involved stakeholders that may be affected by trees and that relate to the tree maintenance, management, and design.

Building on our remote sensing and GIS analysis experience, DRG has developed a comprehensive working knowledge of i-Tree and its many applications. From identifying the initial land cover data to mapping and graphing actual ecosystem services for the City of Norman, DRG will utilize the tree canopy percentage from the land cover analysis to calculate ecosystem benefits for air quality, carbon, and stormwater using i-Tree Software (i-Tree Canopy and i-Tree Hydro, specifically).

Priority Planting Plan

A priority planting plan is strongly recommended based on the need for planting locations to fulfill the goals of the maintaining and increasing canopy. It will be developed for the City based on the understanding of the canopy coverage and distribution. While the final UTC-based planting plan analysis parameters will be decided by the City with input from DRG, the following information will be used at a minimum and as a basis for creating a planting plan and prioritizing target planting areas within the project area per the objectives of reducing heat islands, reducing flooding and mitigating stormwater, and maximizing ecosystem services and providing equal access to all citizens:

- » Socio-demographics and population density per Census Tract
- » Proximity to surface waters and impaired waterways
- » Topography, flood plains, and soil types
- » Public/private ownership
- » Linkages to greenways and other forest resources
- » Stormwater problem areas
- » Mitigating urban heat island effect

We will utilize current baseline percentages from the UTC assessment to generate possible planting scenarios. This will allow us to estimate future tree plantings to attain a canopy goal, allowing Norman to set the desired canopy cover percentage increase based on specific land use categories. We will report on the feasible number of trees that can be planted within the available planting space and vice versa, estimating budget implications and accounting for the number of trees plantable by crown size. This will include graphs for the existing and projected UTC results, the number of trees within the plantable space, and the estimated cost of planting.

DRG strongly recommends utilizing geospatial analysis to generate the best information for the planting plan. The GIS analysis places a point for each tree planting site and provides important decision-making information about each site (e.g. tree canopy size, demographics of site, environment, etc.). Approximate numbers and tree size suggestions are included for each prioritized area with an emphasis on maximizing the population of large canopy tree species. Tree size assignment results prioritize large tree planting, over medium size trees and medium sized trees over small size.

Socio-Economic and Demographic Analysis

Davey Resource Group can provide an analysis that relates current UTC to socio-demographic and economic data for the city. Data from the most recent census will be aggregated for census tracts and/or blocks groups to determine trends and correlations. This data can be used by the City to prioritize results of the UTC analysis even further. Examination of socio-demographic and economic data can chart positive and negative correlations to the percentage of UTC within the given tract or block group. Data will be assessed on the city level, planning areas, and census tracts.

Typical analysis includes:

- » Canopy % vs. median household income
- » Canopy % vs. population density
- » Canopy % vs. ethnicity
- » Canopy % vs. age group
- » Canopy % vs. education
- » Canopy % vs. poverty rates/unemployment
- » Canopy % vs. building value/age

If tree canopy equity or social justice issues are present within the community, this analysis can help identify areas of the community that are underserved. Greater attention can be placed on these areas within the plan to alleviate environmental justice issues. By signaling these deficiencies in tree canopy cover, the City can take steps to ensure that all citizens have equal access to trees.



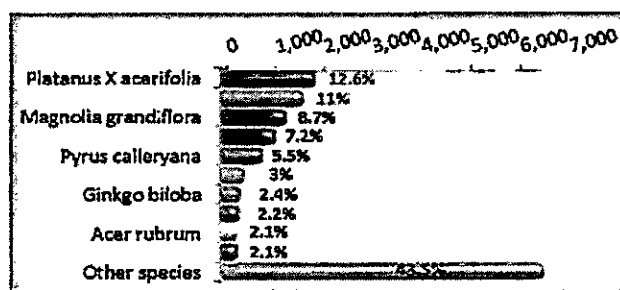
i-Tree Eco

Understanding the current state of any resource is the key to developing a successful and sustainable management strategy. Analysis of the city's trees will provide valuable information about the composition, relative age, performance, and overall health of the tree population throughout Norman's public right of ways. i-Tree Eco uses sample tree inventory data to quantify the dollar value of annual environmental and aesthetic benefits: energy conservation, air quality improvement, CO₂ reduction, stormwater control, and property value increase. Because Norman is in the beginning stages of their inventory, i-Tree Eco analysis can be performed by inventorying plots throughout the city, on public and private property, and extrapolating the information to the entire community.

i-Tree Eco focuses on the benefits provided by a municipality's trees. It makes use of the plot inventory to quantify and put a dollar value on the trees' annual environmental and aesthetic benefits. i-Tree Eco also describes urban forest structure and management needs to help managers plan for the future. The software assesses different functions of the urban forest, such as land cover, stormwater systems, individual or multiple trees at the parcel level, air pollution, carbon monitoring, and so much more.

i-Tree Eco is designed to provide accurate estimates of:

- » Urban forest structure (e.g., species composition, number of trees, tree density, tree health, etc.), analyzed by land-use type.
- » Hourly amount of pollution removed by the urban forest, and associated percent air quality improvement throughout a year. Pollution removal is calculated for ozone, sulfur dioxide, nitrogen dioxide, carbon monoxide and particulate matter (<10 microns).
- » Hourly urban forest volatile organic compound emissions and the relative impact of tree species on net ozone and carbon monoxide formation throughout the year.
- » Public health incidence reduction and economic benefit based on the effect of trees on air quality improvement.
- » Total carbon stored and net carbon annually sequestered by the urban forest.
- » Yearly avoided runoff attributed to trees summarized by tree species or land use.
- » Compensatory value of the forest, as well as the value of air pollution removal and carbon storage and sequestration.
- » Tree pollen allergenicity index.
- » Pests risk analyses based on host susceptibility, pest/disease range and tree structural value.



Example of Species Frequency

In addition to the environment and health benefits generated by the urban forest, i-Tree Eco calculates the following aspects of Norman's tree resource:

- » Structure (e.g., species composition, age distribution, canopy cover)
- » Function (environmental and aesthetic benefits)
- » Value (annual monetary value of benefits and costs)
- » Management needs (e.g., recommended maintenance, stocking levels, tree conflicts)

i-Tree Model

Using the sample data collected by DRG inventory arborists throughout Norman, we will proceed to transform the data for use within the i-Tree model. The results from this model will be analyzed by DRG and compiled in a report document. This report will be usable by multiple stakeholders in your community as it will:

- » Describe the costs and benefits of Norman's street trees as they relate to other city activities including stormwater management projects.
- » Support policy development at the City, by functioning as a supplemental educational tool for other City departments.
- » Provide important measures of tree performance to guide Norman staff in maintaining a healthy and sustainable municipal forest.
- » Allow both the public and city management a definitive way to acknowledge the value of Norman's trees and uncover ways to participate in the health and sustainability of the city's urban forest.

Field Measurements and Reporting

DRG inventory arborists will collect the field data according to the methodology prescribed by i-Eco. We will utilize teams of two to collect data from plots on both public and private property. To perform this type of inventory, DRG can work with the City to provide notification to citizens to gain access to their property. Once the data is collected, we then utilize i-Tree to determine information as shown above, together with data obtained from the City about the urban forest. DRG will provide a questionnaire to the City for additional city statistics that the model requires. Once the model is set up, a DRG urban forestry specialist will analyze and compile the results in a report for the City. The model will use i-Tree Eco to report on the species composition, condition and age distribution, canopy cover and tree replacement values for Norman's urban forest. The report will include an environmental attribute summary consisting of energy saving calculations, carbon dioxide sequestration, air quality improvement, stormwater runoff reduction, aesthetic, property value, and socioeconomic benefits of the urban forest.

TASK 3: COMMUNITY AND STAKEHOLDER ENGAGEMENT PROCESS

We understand the nature of community and stakeholder engagement desired for this part of the project. Our plan that we develop with Norman will be inclusive, assuring that all voices are heard and understood. Stakeholder engagement will be as thorough as time and budgets allow.

As part of the planning process, it is important to engage the community at a variety of levels. At a basic level, community meetings, surveys, and other educational opportunities are great ways to assure that members participate in the development of the urban forest plan. That participation helps to educate the community, increasing the level of understanding of Norman's urban forest and strengthens the potential for plan buy-in and success.

All input from the stakeholder and community engagement data and responses will be captured and be part of an appendix within the plan. Additionally, we will capture our methodology, assuring that the engagement was thorough, reached a variety of demographic segments of the community, and informed the planning process and outcomes.

Internal and External Stakeholder Interviews

As written documentation is only a portion of our research, we will also obtain lists and contact information for the City of Norman staff, key City/Forestry supporters, elected officials, and other stakeholders that share an interest and/or responsibility for the urban forest. We will be guided by the City of Norman during this portion. This part of plan development helps to answer the question, "What do we want?"

DRG has developed a methodology for this critically important task. Our process includes developing a standard set of questions that will be asked during these interviews. These questions do not preclude additional discussion that might be pertinent, but they do allow for consistency in research. These interviews can be held virtually or in person. We have seen success in grouping people together during this project for both resource savings and for stimulating conversation.

We develop our questions around the following items:

- » Protocols and processes
- » Use of available tools
- » Relationships and conduct for working together (inter and intra-departmentally)
- » Reviewing procedures for development applications when trees are involved
- » Projects and planning including Capital Improvement projects
- » Ordinances that can impact the management and growth of the urban forest
- » Conflict, cohesion, and collaborative efforts affecting the urban forest and its stakeholders
- » Utility challenges and opportunities

Potential stakeholder interviews can include:

- » Urban forest and tree management personnel within the City (both Planning and Maintenance staff)
- » Community Development Department (Engineering & Development personnel)
- » Public Works personnel that impact the urban forest (Stormwater, Streets, etc.)
- » Environmental Education and Sustainability personnel
- » Emergency Management personnel
- » Risk Management personnel
- » Elected officials
- » Appointed officials and committee members (Parks and Recreation Advisory Commission, Planning Commission, etc.)
- » Key volunteers and supporters

External stakeholder meetings will be similar to the internal stakeholder meetings. They will include a series of questions that are pertinent to the research and the goals of the management plan and will be conducted in person.

External Stakeholder Engagement

Community Meetings

We will hold (at a minimum) two community meetings to engage different constituencies from throughout Norman. These meetings will be noticed, held, and marketed with the support of the City. At the first meeting, we will explain the urban forest planning process and seek input through discussion and opportunities on the intersection of community and urban forest needs. We can vote on preferred ideas using a software/phone tool, and present new concepts for the community. For this first meeting, we share what the city has, (the results of the new canopy study/i-Tree Eco Study, the completed research) and share the potential "missing pieces" from the Assessments that take place. The second meeting will allow us to share the draft strategies and outcomes and seek feedback. This helps to create buy-in to the plan as the city rolls out the strategies. If a second meeting to share draft strategies is not something the city desires, we can duplicate the first meeting at a later date and at a different location. The scope of meetings can be developed during the planning phase of the project.

Survey(s)

Typically, DRG develops surveys through a survey tool that allows constituents the best access to the survey electronically. They can be distributed through various city web pages, and community communications. The survey will be developed, with a focus on obtaining input from the community as to their concerns and desires for the urban forest. Our intent is to administer one survey during the planning process although more can be added based on budget.

Other Meetings

As requested in the RFQ, we will present at the Tree Board, the Board of Park Commissioners, to receive input. We also believe that representatives from both these groups should serve on the steering committee if that option is chosen.

Other Engagement Options

Varied Meeting Locations: Holding meetings in traditional locations does not always lead to "meeting the community where they are". DRG has developed methods of assuring robust community engagement by "being" in the community, with the community. For example: DRG can hold a meeting in partnership with a local childcare center or school event. Part of the engagement funds for the project can go to the childcare center or school to support the meeting including publicity, refreshments and child care costs. DRG can work with Norman to locate community locations where such meetings/workshops can take place. These may include local breweries/restaurants, local libraries, large parks, neighborhood schools, or other targeted venues where citizens may gather.

Grants to Community Groups: It can be helpful to engage the community in the urban forestry planning process by having them partner to help lead the process. We do this by using part of the funding to grant small stipends to already engaged community groups for developing events, meetings, surveys, or other types of engagement. This process is managed by DRG for participation and outcomes.

Event surveys and tabling opportunities: Again, with the concept of "meeting people where they are", live surveys can take place in addition to electronic surveys. These would take place at events such as farmers markets, community concerts, and other events within Norman. Training and employing local personnel for these types of surveys is an important part of their administration and would be managed by DRG staff.

Other options: Library readings of tree books, with follow up surveys of the crowd, National Arbor Day Celebration (Last Friday in April) with tree prose or poetry contests (and they can be used in the plan), photo contest to gather pictures to put in the plan, tree tags on street and park trees showing the value of the trees throughout the community engagement process with a QR code for a survey about the city's trees, pop-up street corner stands with seedling giveaways for taking a survey, tree tours led by Certified Arborists that engage the community in understanding the value of trees. We are excited to share our ideas with you and determine what process beyond meetings and surveys will work for Norman.

TASK 4: OPERATIONS, POLICY REVIEW, AND PROGRAM ASSESSMENT

Operations and Management Recommendations

DRG continues its fact gathering processes to continue to understand the "what do we have" part of adaptive management planning. In addition to the stakeholder interviews and community engagement, DRG gathers critical internal and external documents that both inform and support the UFMP. These include:

- » City of Norman planning documents
- » City of Norman municipal code (tree and zone sections, landscape and planning sections, paying particular attention to Chapter X, Tree Protection)
- » The City of Norman documents related to tree and land management, including but not limited to:
- » Norman Approved Tree List(s)
- » Norman Tree Planting and Maintenance Agreements
- » Development ordinances
- » City of Norman public tree inventory
- » Planting specifications (internal and external)
- » Guiding documents from sources, including BMPs from the International Society of Arboriculture, the Vibrant Cities/Vibrant Communities Initiative, and others
- » The Sustainable Urban Forest: A Step-by-Step Approach (Michael Leff)

If Norman has a management plan that has been recently completed, DRG will incorporate that into the UFMP. If not, DRG will collect information on the operations and management practices as they relate to personnel, equipment resources, and budgets, with the aim of identifying specific options for improving the efficiency of work. Within the information gathering process, DRG will review budgets, staffing levels and types, fleet records, equipment, regulatory documents, and other program and operations information. From this information, and input from staff interviews, DRG will create a generalized budget to address the first five (5) years of the UFMP, with five- to ten-year incremental estimates for future planning and stewardship. Specifically within addressing budget recommendations DRG will:

- » Evaluate the forestry operations and management practices as they relate to personnel, equipment resources, and budgets, with the aim of identifying specific options for improving the efficiency of work, specifically focusing on support staffing needed to maintain the tree inventory, streamline work request responses, acquiring and maintaining necessary equipment and to implement a proactive maintenance program.
- » Analyze Norman's work request system and procedures for prioritizing work.
- » Review municipal regulations and ordinances related to trees and tree plantings with a focus on the permitting process and mandated activities that impact the urban forestry operations. This ordinance review may act as a vehicle to implement new tree policies to retrofit impervious spaces to allow for increased tree planting locations.
- » Explore the potential for increasing strategic partnerships for operational tasks.
- » Assemble a list of specific recommendations for improving the City's tree management program.
- » Prepare budget estimates to achieve the plan's recommendations.
- » Analyze the inventory to examine recommended species/species to avoid.

During the operational review, DRG will evaluate the components of Norman's urban forestry program. Our review will provide a summary of existing conditions, identify strengths and areas for improvement, and ultimately suggest goals, guidelines, and rationale that, once adopted, will serve to standardize and optimize the community's forest management program and its arboricultural practices.

DRG will review and develop recommendations consistent with city goals and policies that provide for growth in internal efficiencies, cost reductions, and limiting liability. Recommendations will also support and promote better communication and coordination among city departments that work within and adjacent to the urban forest (trees), decision-makers, and the community. All recommendations will include applicable costs and responsibilities within the city. Operational recommendations will be supported by Best Management Practices of the ISA, Tree Care Industry Association (TCIA), (of which Davey is a member) as well as ANSI.

Urban Forestry Program Assessment

The program assessment takes into consideration not only the current program, resources, capacities, regulations, codes and ordinances, but also the gaps that are missing within the program. DRG will complete an Assessment based on best practices of the industry, "The Sustainable Urban Forest Guide" [USFS 2015] but also perform an audit against existing codes, regulations, and ordinances. Additionally, we can reflect on best management practices of similar communities, and point to successes to inform the strategies and recommendations developed through the planning process. This is completed through research, comparison tables, and analysis by our team members.

TASK 5: PLAN DEVELOPMENT AND DELIVERABLES

As DRG moves through the process of acquiring data through research and community engagement, we develop a plan outline for Norman's approval. Once the outline is approved, and the assessment, research, and internal and external community engagement is completed, our team begins to write the plan. We include the recommendations of key areas of interest as outlined in the RFQ and beyond.

With those key areas identified, strengths, opportunities, and gaps uncovered during the audit/research process, and community desires developed during stakeholder engagement, the plan's outcomes, goals, and strategies become very clear. Those outcomes, goals, and strategies are presented to Norman for your consideration and feedback. We assist in helping the city prioritize them and present them in a format that leads to action. This can include who is responsible, estimated costs in ranges, time frame, and supporting groups or persons.

For example from a small city in Texas:

Outcome: Lessen the Impact on Trees through the Development Process
Goal: Foster and strengthen relationships among City departments and between the City and external organizations to improve communication and collaboration.
Strategy: Establish regular meetings among City of (blank) departments
Strategy: Develop a list of utilities, organizations, and contractors that work in (blank)
Strategy: Educate businesses, organizations, and contractors on City best management practices and tree related policies.
Cost: \$
Time Frame: On-going
Lead Responsibility: City
Support: Contractors and Builders Organization of Greater Dallas

Once the final outcomes, goals and strategies are reviewed and approved by the city, we develop the remainder of the plan. We incorporate the recommendations together with the plan process(es) and the findings using the approved outline as a guide for writing. For example, our first chapter might be an understanding of the urban forest in general; what makes up the urban forest, the value and environmental benefits of the trees to the community, why the plan is important and how the plan is to be used. We will complete chapters that share the information from the i-Tree or canopy study; results from the audit process; how the community was engaged including methods and outcomes; and what the goals, strategies, and recommendations are for the plan.

The first draft will be provided to Norman for review and editing as a Microsoft Word/Google Doc. This draft will have limited graphics/pictures and the focus on the review will be on content. During this draft review process, we ask that Norman compile all of their review comments into one document with all conflicting comments addressed. Once we receive Norman's comments and edits, we incorporate maps, photos, graphs, and the Executive Summary that explains our recommendations, actions, and final deliverables into the second draft that will be laid out and formatted in InDesign. We can develop the document in any size the City would like including up to 11"x17", our most popular size. (It cannot sit on a shelf at that size!) Draft #2 (InDesign) will be sent to Norman for final review.

Following inclusion of city comments from Draft #2, the final plan is submitted to the City. We will then arrange for the presentation to City Council.

We provide one printed copy of the plan and a PDF for uploading to the City's website.

Deliverables

We are committed to delivering a plan that is dynamic and usable, incorporates tree management policy, and supports the vision and goals for the City of Norman. Your plan will be formatted for a variety of uses including:

- » A tool for planning for the future of the urban forest as it integrates into Norman's vision for a sustainable future.
- » It will assist personnel in budgeting, staffing, and other operational aspects. In addition, it will give staff a tool for coordination on projects both internally and externally, including capital projects.
- » The document(s) will support planning policies both internally and externally and speak to both stakeholder groups.
- » Parks and Recreation (and urban forestry) personnel will have a tool that will support their efforts to maintain a healthy and sustainable municipal forest.
- » Public stakeholders will have a document that allows them a definitive way to acknowledge the strategies for Norman's urban forest and find ways to participate in the health and sustainability of the City's trees.
- » Public viewers will have online access to all of the information in the UFMP through the published web version.
- » The document will be narrative text authored by seasoned project specialists. It will incorporate sections on Program, Policy, Management, Design, Planting, Tree lists (if available), Maintenance, Staffing, Public Tree Inventory (as it is completed), Community Participation, and Education. All of those components will lead to plans and goals that will be easily recognizable and achievable.



Corporate Headquarters
295 South Water Street, Suite 300
Kent, OH 44240
800-828-8312

Item 16.

Contact
Dana Karcher
Project Developer
dana.karcher@davey.com
661-964-7158

May 8, 2023

James Briggs
Colin Zink
City of Norman
Sent via Email

RE: Pricing and Schedule for Inventory and Urban Forest Plan

Dear James and Colin,

Based on our conversation with you on April 26, 2023, Davey Resource Group, Inc. "DRG" has developed the following pricing for the agreed upon scope of work.

Inventory:

We estimate that there are between 20,000 and 35,000 trees in the area to be inventoried. Based on those numbers, we offer the following pricing:

- 20,000 to 24,999 trees: \$6.75/tree
- 25,000 to 29,999 trees: \$6.70/tree
- 30,000 to 34,999 trees: \$6.65/tree
- 35,000 and up trees: \$6.50/tree

Urban Forest Master Plan:

We have developed the urban forest master plan pricing based on the tasks that are in the proposal. Unless stated, our assumptions are that the scope of work in the proposal will be the definition of the work completed for the project.

Task One - Project Kickoff

DRG will hold a kickoff meeting with both Mr. Heywood, Ms. Karcher, and Ms. Gray. That meeting will be to align goals, develop a communication plan, and finalize the public engagement plan as written in the first paragraph on page 12 of the proposal. This will be a two hour meeting.

- All virtual meeting: \$2,011.00
 - OR
- Project Manager in person/remainder of the team virtual: \$3,519.00
 - OR
- Project Manager and Project Developer in person: \$6,447.00
 - OR
- Kick off and steering committee meeting held on the same day: \$8,930.00

Steering Committee:

The steering committee will be chosen prior to the kickoff meeting and the steering committee, Norman team members, and DRG will hold a project kickoff meeting. This meeting, different from the above meeting, will share the project's goals and objectives, seek input from this committee, and outline the expectations that the project team has from the committee. This will be a two hour meeting.

- Virtual Steering Committee kickoff meeting: \$1,137.00
- Additional Steering Committee meetings (4): \$1,960.00

Task Two - Urban Forest Analysis

DRG will conduct an i-Tree Eco analysis following the completion of the tree inventory. This will follow the scope of work outlined in the proposal on page 15. Rather than collecting data separately as described under "field measurements and reporting", DRG will utilize the collected inventory data. The reporting will be incorporated into the final plan and used to help explain the benefits of the trees in and to Norman.

- i-Tree Eco Analysis: \$2,678.00

Task Three - Community and Stakeholder Engagement

DRG will complete the following stakeholder engagement scope of work:

- Internal/External Stakeholder Interviews (8-Virtual): \$2,517.00
- Community Meetings (2): \$11,332.00
- On-line Survey (1): \$6389.00
- Tree Board Meeting (virtual): \$875.00
- Board of Park Commissioners Meeting (virtual): \$875.00

DRG will hold two stakeholder engagement meetings. These meetings have different content. The first will be to explain the plan and garner community input. The second meeting will be about the plan content and findings, and seeking input on that data and the draft plan.

Task Four - Operations Review, Policy Review, and Program Assessment

DRG will complete the following as it pertains to Task Four:

- Program Assessment: \$3,267.00
- Operations Review: \$5,990.00
- Ordinance/Policy Review and Recommendations: \$11,849.00

Task Five - Plan Development: \$40,972.00

- Outline
- Draft one
- Draft two
- Final plan
- Graphic design

We are excited about the opportunity to collaborate with you on your project. Please contact me with any questions.

Sincerely,



Dana Karcher
Project Developer
Davey Resource Group, Inc.
www.daveyresourcegroup.com

Pricing: Urban Forest Master Plan

Task	Deliverable(s)	Cost
Kickoff Meeting	Virtual <u>or</u> Heywood in person and Karcher virtual <u>or</u> Heywood and Karcher In Person <u>or</u> Kickoff and 1st Steering Committee Meeting in person	\$2,011.00 \$3,519.00 \$6,447.00 \$8,930.00
Steering Committee Meetings	Virtual Steering Committee kickoff meeting Additional Steering Committee meetings (4)	\$1,137.00 \$1,960.00
iTree Eco Study	Structure, function and value of Norman's urban forest	\$2,678.00
Community Meetings	Meeting One: Project understanding, community input Meeting Two: Draft plan input (Both meetings in person)	\$5,661.00 \$5,661.00
Survey	Seeks information about community wants/need for the urban forest	\$6,389.00
Internal/External Stakeholder Meetings	Total of eight (8) meetings with specific stakeholders chosen by Norman with DRG guidance (virtual)	\$2,517.00
Tree Board Meeting	Meet with Norman Tree Board for input (virtual)	\$875.00
Board of Park Commissioners Meeting	Meet with Board of Park Commissioners for input (virtual)	\$875.00
Ordinance/Policy Review and Recommendations	Detailed review, including complete recommendations.	\$10,978.00
Operations Review	Operations review including	\$5,990.00
Program Assessment	Examination of the total program through "The Sustainable Urban Forest" matrix.	\$3,267.00
Plan Document	Outline, two drafts, final draft, and graphic design	\$40,197.00

Project Schedule

(Can be adjusted to fit budgets, and project scope.)

TASK	7/23	8/23	9/23	10/23	11/23	12/23	1/24	2/24	3/24	4/24	5/24	6/26	7/24
Tree Inventory													
Steering Committee Meetings													
Project Kickoff													
i-Tree Eco Study													
Community Meetings													
Survey													
Internal/External Stakeholder Meetings													
Tree Board Meeting													
Board of Park Comm. Meeting													
Ordinance/Policy Review													
Operations Review													
Program Assessment													
Plan Document													

City of Norman, OK

Municipal Building
Council Chambers
201 West Gray
Norman, OK 73069



City Council

Tuesday, June 25, 2024

6:30 PM

Director of Parks and Recreation

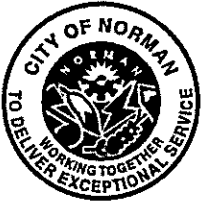
City Council, Norman Utilities Authority, Norman Municipal Authority,
and Norman Tax Increment Finance Authority

City Council

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

File Attachments for Item:

4. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2324-40: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF JULY, 2024 AS PARKS AND RECREATION MONTH IN THE CITY OF NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 06/25/2024

REQUESTER: Jason Olsen

PRESENTER: Jason Olsen, Director of Parks and Recreation Department

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2324-40: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF JULY, 2024 AS PARKS AND RECREATION MONTH IN THE CITY OF NORMAN.

Proclamation

P-2324-40

A PROCLAMATION OF THE MAYOR OF THE CITY OF
NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF
JULY, 2024, AS PARKS AND RECREATION MONTH IN THE
CITY OF NORMAN.

- § 1. WHEREAS, parks and recreation programs are an integral part of communities throughout the country, including the City of Norman; and
- § 2. WHEREAS, our parks and recreation facilities are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and
- § 3. WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and
- § 4. WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and
- § 5. WHEREAS, parks and recreation programs are fundamental to the environmental well-being of our community; and
- § 6. WHEREAS, parks and recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe; provide vegetative buffers to development, and produce habitat for wildlife; and.

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

- § 7. Do hereby proclaim the month of July, 2024, as Parks and Recreation Month in the City of Norman.

PASSED AND APPROVED this 25th day of June, 2024.

ATTEST

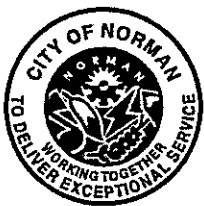
Mayor

City Clerk



File Attachments for Item:

10. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE SUBMISSION OF THE NORMAN FORWARD IMPLEMENTATION PLAN REVISED APRIL, 2024.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 06/25/2024

REQUESTER: Anthony Francisco, Director of Finance

PRESENTER: Anthony Francisco, Director of Finance

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE SUBMISSION OF THE NORMAN FORWARD IMPLEMENTATION PLAN REVISED APRIL, 2024.

BACKGROUND:

On August 11, 2015, the Norman City Council adopted Ordinance O-1516-5, which levied a ½ percent "Norman Forward" sales tax for a period of fifteen years, subject to voter approval. The voters of Norman approved the Ordinance on October 13, 2015. The Norman Forward Sales Tax (NFST) provides funding for a series of quality of life capital projects.

To assist with carrying out the approved Norman Forward projects in an orderly fashion, the Council appointed a Citizen's Financial Oversight Board (Resolution R-1516-75, adopted December 22, 2015) and hired a Program Management firm, ADG, Inc. (Contract K-1516-110, approved on February 23, 2016; amended on February 26, 2019) to assist City staff with the implementation of the projects. One of the major tasks performed by ADG was to assist in the preparation of an Implementation Plan document, to help guide the development of the Norman Forward projects on anticipated schedules and within anticipated budget allocations, and to report on the progress of the individual projects.

The Norman Forward Implementation Plan was originally adopted by the City Council/Norman Municipal Authority on June 28, 2016 (Resolution 1516-130), as recommended by the Norman Forward Citizen's Financial Oversight Board (CFOB). The Implementation Plan is intended to be a "living document"; subject to change, periodic review and re-approval as Norman Forward projects progress. On the recommendation of the CFOB, an amended Implementation Plan was adopted by the NMA/Council October 8, 2019 (Resolution R-1920-44), and updated Implementation Plan reports were accepted by the Trustees and Council in April, 2022 and May 2023.

DISCUSSION:

The CFOB has reviewed the Implementation Plan document on a periodic basis and made necessary changes to the Plan. As the Norman Forward program has progressed, several major projects have been completed or are nearing completion, and some major program changes have

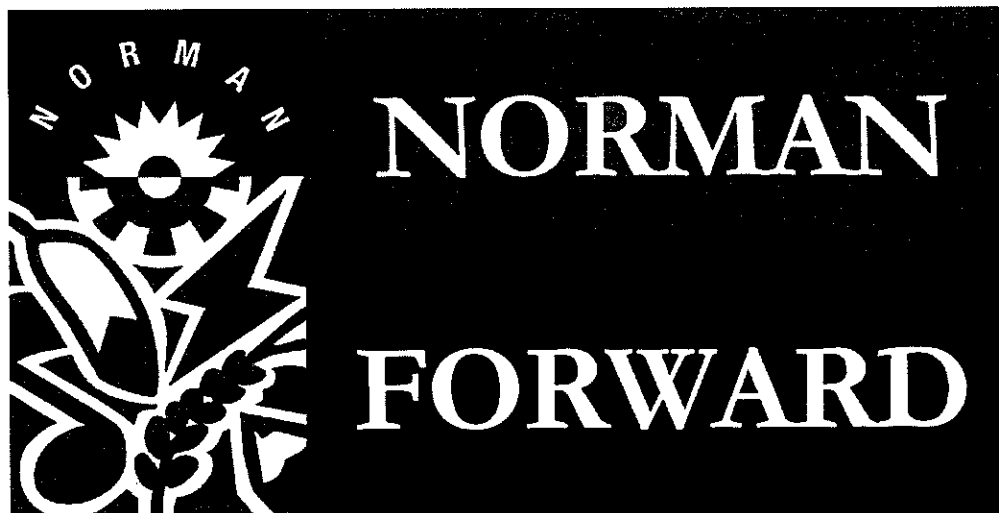
been approved by the Council/NMA. This progress and these program changes necessitated another update to the Implementation Plan, to be considered for adoption by the City Council and Norman Municipal Authority Trustees. The CFOB considered the attached updated Implementation Plan at its meeting on June 5, 2024 and recommended its adoption by the City Council and NMA.

Some of the significant changes that have been made to the Norman Forward program that will be incorporated in this updated Implementation Plan include the following:

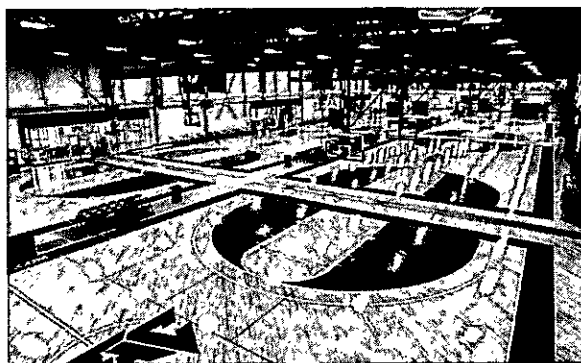
- The completion of the Adult Wellness and Education Center, Young Family Athletic Center, Reaves Park, and Griffin Park projects are noted in the Implementation Plan, along with updated expenditures on the projects.
- Discussion of progress on the James Garner Avenue project is included. The project is under construction and is expected to be completed in the summer of 2024.
- Discussion of recently-completed or under construction Neighborhood Park projects is included.

RECOMMENDATION:

It is recommended that the updated Norman Forward Implementation Plan be accepted.



Adult Wellness & Education Center



Young Family Athletic Center

NORMAN FORWARD Implementation Plan
May 2016
Revised 4/2024

NORMAN FORWARD Implementation Plan

I. Executive Summary

NORMAN FORWARD is designed to improve the quality of life in Norman through renovating, expanding, constructing, and funding projects including multiple recreational facilities, libraries, parks, athletic venues, public art, trails, and swim complexes. NORMAN FORWARD also includes traffic improvements and an extension of the existing James Garner Avenue. A citizen-initiated proposal, NORMAN FORWARD will enhance the Norman community for generations to come.

Funded through a 15-year earmarked sales tax, NORMAN FORWARD includes 12 projects spanning the entire city at an estimated cost of \$148 million. It also includes other program expenses at an estimated cost of \$55.4 million. Sales tax collections began on January 1, 2016 and will continue for 15 years.

The NORMAN FORWARD program includes:

- Canadian River Park
- Central Branch Library
- East Branch Library
- Griffin Land Acquisition
- Indoor Aquatic Center
- Indoor Multi-Sport Facility
- James Garner Avenue Extension
- Parks Projects
 - Westwood Tennis Center
 - Saxon Park
 - Ruby Grant Park
 - Andrews Park
 - Existing Neighborhood Park Renovations
 - New Neighborhood Park Development
 - New Trail Development
- Senior Citizens Center
- Sports Complex Projects
 - Reaves Park
 - Softball & Football Complex
 - Griffin Park Soccer Complex
- Traffic Improvements
- Westwood Family Aquatic Center

The City is moving forward with the projects and the Implementation Plan is guiding the process. The Implementation Plan is a document to be reviewed and recommended by the NORMAN FORWARD Citizen Financial Oversight Board and adopted by the City Council, which outlines the scopes of work, conceptual budgets, and the order in which the projects or phases of projects will commence. The Implementation Plan is a living document which will be reviewed, re-evaluated, and re-adopted from time to time as projects progress and plans become realities.

As of this writing, ten of the major NORMAN FORWARD projects have been completed, or are nearing completion:

- The East Branch Library
- The Central Branch Library
- The Westwood Family Aquatic Center
- The Westwood Tennis Center
- The Ruby Grant Park (Phase I)
- The Andrews Park Redevelopment
- Reaves Park
- Adult Wellness and Education Center (Senior Citizens Center)
- Young Family Athletic Center (Indoor Sports & Aquatic Facility)
- Griffin Park

Several other NORMAN FORWARD projects are partially completed (progressing in stages) or nearing construction phases. Neighborhood park renovation projects have been completed at Oakhurst, Sonoma, Prairie Creek, Rotary, Sequoyah Trail, Vineyard and Cherry Creek parks. Several other renovations have begun at Earl Sneed, Sutton Place, William Morgan, Tull's, Eastridge, Royal Oaks, Sunrise, and Falls-Lakeview Parks. New park construction at Songbird Park has been completed; and we have started construction at the new park in the Summit Valley/Bellatona neighborhood (officially to be named "Bentley Park"). The NORMAN FORWARD program is already transforming the quality of life in Norman.

In February 2016, ADG, P.C. was hired as the program manager for the NORMAN FORWARD program. Since that time, ADG has attended meetings, conducted research, and analyzed data to prepare the Implementation Plan. The information in the Implementation Plan is based on currently available information as well as certain assumptions made based on anticipated requirements.

II. Background

The History of NORMAN FORWARD

The NORMAN FORWARD initiative came to City Council from community groups, stakeholders, and residents, who prepared an initial program scope using analysis and information from master plans for the libraries and parks, recreational planning professionals, traffic professionals, and research firms.

Beginning in the spring of 2015, Norman City Council began a series of Council conferences and additional public meetings to refine the program scope, financing, and funding opportunities for NORMAN FORWARD. Priority projects are included from the 2014 *Library Master Plan Update*, the 2009 *Norman Parks & Recreation Master Plan*, and additional projects designed to provide recreational and educational opportunities for Norman residents.

The program is intended to improve the quality of life for all Norman residents and visitors by providing public projects and programming that contribute to better health, more active lifestyles, intellectual and arts pursuits, and improved traffic safety. The program is funded by a 15-year, one-half percent earmarked sales tax.

On August 11, 2015, City Council voted unanimously to approve NORMAN FORWARD Ordinance O-1516-5 and Resolution R-1516-14 that called for an election to take place on October 13, 2015, to ask Norman voters to consider a temporary sales tax increase to provide funding for the projects.

The temporary one-half percent (1/2%) sales tax was approved by 72% of Norman voters. The authorized sales tax increase began on January 1, 2016.

Public Involvement

The NORMAN FORWARD Citizen Financial Oversight Board (CFOB) was created by Council resolution (R-1516-75) on December 22, 2015 to review the finances of the NORMAN FORWARD program. Their tasks include:

- Review actual and projected NORMAN FORWARD Sales Tax (NFST) revenues;
- Recommend mix of project financing including pay as you go ("paygo") and debt financing;
- Review pace and sequencing of construction of projects;
- Review Council actions related to expenditures of NFST monies;
- Recommend strategies for long term operations and maintenance of facilities;

- Report to Council from time to time as warranted and to provide an annual report to City Council;
- Perform such other duties related to NORMAN FORWARD as the City Council directs by motion or resolution;
- Assign one CFOB member to serve with and act as a liaison to certain advisory committees that Council may form from time to time regarding specific NORMAN FORWARD projects.

The Oversight Board consists of nine members, appointed by the Mayor and confirmed by City Council. Members are from various wards and have backgrounds and experience in accounting, banking, construction, auditing, advertising, operations, and law. Two ex-officio members are part of the Board, including the Mayor (or designee) and City Manager (or designee).

Ad hoc advisory groups were appointed by the Mayor to provide additional citizen input specific to each major NORMAN FORWARD project and to City Council. One member of the Oversight Board serves on each ad hoc advisory group. Ad hoc groups have five to eleven members each. Ex-officio members include the City Manager (or designee), a CFOB member, a Park Board Member, and may include a member, or members, of specific stakeholder groups.

All Oversight Board and ad hoc advisory group meetings are open to the public and shall comply with the Oklahoma Open Meetings Act. The public is invited to attend meetings and provide input and comments to the ad hoc advisory groups and Oversight Board.

Process

The NORMAN FORWARD Implementation Plan sets the overall guidelines for program scope, project scheduling, and individual construction budgets. Site selection and land acquisition, if applicable, will be required prior to the start of design for most projects.

Certain sites may require demolition, site clearing, or other preparatory steps. Environmental testing will also be performed, as needed, prior to building design, and if necessary, environmental remediation will be completed.

The City will solicit Requests for Qualifications (RFQ) from consultants, such as architects and engineers. Responses to RFQs will be reviewed using the City's consultant selection process.

Documents produced by each consultant will undergo peer reviews conducted by the City staff and Program Manager. The purpose of these reviews is to monitor consultant plans and specifications for conformance with the design intent and the allocated budget. At selected phases of the design process, the ad hoc

advisory groups and the Citizens Financial Oversight Board may receive presentations from consultants in order to review the designs.

Once the final design of a project has been approved, the City will utilize its standard competitive bidding process to solicit and award construction contracts. "Construction Manager at Risk" processes may be used, combining several of the design, bidding and construction phases, for certain projects. The architects and/or engineers will review construction progress, and the Program Manager will provide additional field observation for conformance with construction documents.

Throughout the process, the City staff and Program Manager will provide outreach to citizens through communication on the status of each project.

Communication

As with any large, capital improvement program, communication with the public is critical for the success of NORMAN FORWARD. In addition to the high level of citizen participation through the Citizens Financial Oversight Board and the ad hoc advisory groups, ongoing communication and information will be made available to the public through various avenues and outlets.

Communication methods include but are not limited to:

- A quarterly electronic newsletter to stakeholders (see <https://conta.cc/43NiHMB>)
- Promotion and updates via print media, television, social media outlets including Facebook and Twitter
- Updates and promotion in partnership with the Norman Chamber of Commerce via the Chamber's newsletter and website
- Routine press releases about public meetings, surveys, and other updates sent to various outlets including the *Norman Transcript* and Norman News
- Updates in the City Manager's weekly report to City Council, which is also sent to the *Norman Transcript*, posted to the City Manager's webpage, and promoted on Facebook
- Updates in the City Manager's report at City Council meetings; videos from these updates are posted to the City Manager's webpage, promoted on Facebook, and uploaded to YouTube
- Routine updates to the NORMAN FORWARD website
- Branded NORMAN FORWARD construction signs
- Public construction groundbreakings and ribbon-cuttings
- Open houses, videos, and tours of projects in-progress
- Meetings posted on government access television
- Inclusion in the City of Norman Annual Report

Implementation Plan Development

The information in the Implementation Plan and Project Timeline is based on currently available information as well as certain assumptions made based on anticipated requirements. The Project Timeline, scope of work, and budgets are subject to change, as directed by Council, as the planning process progresses and more information becomes available.

Project budgets may include: conceptual estimates of consulting, architectural, and engineering services; other pre-construction costs such as environmental investigation, remediation, and geotechnical and construction testing, where required; infrastructure; land acquisition; and construction and project contingency.

The construction budgets are based on information from a number of sources including local and national cost estimating firms, industry consultants, and data from the City of Norman. Construction budgets are conceptual and are derived from anticipated scopes of work needed for complete projects. Actual project costs may vary from initial cost estimates depending on final work scopes, the bidding climate at the time of bid, inflation and other factors impacting the economy.

Debt vs. Pay-As-You-Go Financing

The Council and the citizen's Financial Oversight Board have adopted an anticipated mix of projects to be financed on the pay-as-you-go basis, versus projects to be financed through the issuance of debt to enable the projects to proceed in advance of the actual revenues being collected to pay for the projects. Generally speaking, the following major projects are anticipated to be paid for through up-front debt financing:

Central and East Branch Libraries
 Westwood Family Aquatic Center and Tennis Center Improvements
 Griffin Park Soccer Complex
 Reaves Park Baseball/Softball Complex
 Indoor Aquatic Facilities (Young Family Athletic Center)
 Indoor Multi-Sport Facility (Young Family Athletic Center)
 Adult Football/Softball Complex

In order to coincide with the construction schedules of the projects, it is anticipated that there will be three separate NORMAN FORWARD debt issuances. These issuances have been made:

- Norman Municipal Authority Sales Tax Revenue Note, Series 2015B
 (dated December, 17, 2015) - \$43,600,000

- Norman Municipal Authority Sales Tax Revenue Note, Series 2017 (dated June 27, 2017) - \$30,950,000
- Norman Municipal Authority Sales Tax Revenue Note, Series 2020 (dated December 17, 2020) - \$22,250,000

The bonds (notes) will be repaid from Norman Forward Sales and Use Tax revenue. An additional pledge of the City's Capital Sales Tax was made to provide additional security for bond holders, but it is not envisioned that Capital Sales Tax will actually be used to repay the Norman Forward debt.

The amount of debt that was actually issued was significantly below the originally anticipated amount, resulting in over \$20 million in projected interest savings to the Norman Forward program:

NORMAN FORWARD Debt Issuances Projected vs. Actual

ANTICIPATED Issue Date	ACTUAL Issue Date	TITLE of ISSUANCE	ANTICIPATED Face Amount	ACTUAL Face Amount	ANTICIPATED Prin. & Interest	ACTUAL Prin. & Interest
12/2015	12/2015	NMA 2015B Tax Notes	\$ 43,160,000	\$ 43,160,000	\$ 54,753,718	\$ 53,266,208
5/2017	6/2017	NMA 2017 Tax Notes	\$ 30,950,000	\$ 30,950,000	\$ 37,619,453	\$ 36,333,458
12/2017	12/2020	NMA 2020 Tax Notes	<u>\$ 34,200,000</u>	<u>\$ 22,250,000</u>	<u>\$ 46,157,750</u>	<u>\$ 25,927,517</u>
TOTAL			\$108,310,000	\$ 98,360,000	\$138,530,921	\$115,527,183

The other NORMAN FORWARD projects and related operational costs are anticipated to be paid for on a pay-as-you-go basis, with the projects timed to meet cash flow availability schedules over the tenure of the NORMAN FORWARD sales tax collections.

III. The Projects

The projects, their respective published budgets, and current estimates are:

Project	Original Norman Forward Budget	Revised Budget	Current Estimate
Canadian River Park	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Central Branch Library	\$ 39,000,000	\$ 39,000,000	\$ 35,010,261 *
East Branch Library	\$ 5,100,000	\$ 5,100,000	\$ 4,794,304 *
Griffin Land Acquisition	\$ 10,000,000	\$ 2,400,000	\$ 2,400,000
Young Family Athletic Center	\$ 22,500,000	\$ 46,564,155	\$ 46,564,155
Indoor Aquatic Center	\$ 14,000,000	\$ 15,341,218	\$ 15,341,218
Indoor Multi Sport Facility	\$ 8,500,000	\$ 12,082,670	\$ 12,082,670
James Garner Avenue Extension	\$ 6,000,000	\$ 11,472,905	\$ 11,472,905
Parks Projects	\$ 25,500,000	\$ 25,251,278	\$ 24,694,277
Westwood Tennis Center	\$ 1,000,000	\$ 1,801,278	\$ 1,801,277 *
Saxon Park	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Ruby Grant Park	\$ 6,000,000	\$ 6,150,000	\$ 6,146,426 *
Andrews Park	\$ 2,000,000	\$ 2,000,000	\$ 1,463,667 *
Existing Neighborhood Park Renovation	\$ 6,500,000	\$ 6,500,000	\$ 6,500,000
New Neighborhood Park Development	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
New Trail Development	\$ 6,000,000	\$ 4,800,000	\$ 4,800,000
Senior Citizens Center	\$ -	\$ 13,840,277	\$ 13,840,277
Sports Complex Projects	\$ 23,500,000	\$ 25,909,678	\$ 25,909,678
Reaves Park	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000
Softball & Football Complex	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000
Griffin Park Soccer Complex	\$ 11,000,000	\$ 13,409,678	\$ 13,409,678
Traffic Improvements	\$ 2,700,000	\$ 2,700,000	\$ 2,700,000
Westwood Family Aquatic Center	\$ 12,000,000	\$ 12,000,000	\$ 11,763,800 *
Total	\$ 148,300,000	\$ 172,398,016	\$ 167,309,380

* Final Cost

Components of each project budget may include: consulting, architectural, and engineering services; other pre-construction costs such as environmental investigation, remediation, and geotechnical and construction testing, where required; infrastructure; land acquisition; and construction and project contingency. Supplemental revenue from some projects are discussed in project discussions, which follow.

Potential impacts to project budgets include, but are not limited to:

- Fluctuation in sales tax revenue
- Changes in project scopes of work
- Inflation or other uncontrollable increases in cost of construction materials
- Unforeseen circumstances
- Supplemental revenue

Canadian River Park

Description

There is potential for a park area south of Lindsey Street and west of I-35 along the Canadian River. Possibilities for development include wildlife and plant life refuges, trail facilities, and other enhancements.

Scope

If land can be reasonably acquired, a park area would be developed south of Lindsey Street, west of I-35.

Published Budget \$2,000,000

Preliminary Estimated Budget

Land Acquisition / Site Prep / Infrastructure	\$205,000
A&E / Design / Testing	\$175,000
Construction & FFE	\$1,480,000
Project Contingency	\$140,000
Total Project Budget	\$2,000,000

Timing

Architecture, engineering, and site preparation are contingent upon resolution of land transfer legalities. The ability of the City to acquire land originally contemplated for this project involves resolution of legal complexities related to current ownership and transfer rights. This project is contemplated to move forward in the last half of the program.

Central Branch Library

Description

The November 2014 *Library Master Plan Update* recommended construction of library branches as part of the Pioneer Library System (PLS). PLS is a multi-county library system serving Cleveland, McClain, and Pottawatomie counties in central Oklahoma. Each library in PLS's service area is a partnership between the library system and the city where it is located; the city provides and maintains the facility and PLS provides library staff, collections, and programming.

The new Norman Central Branch Library includes public meeting rooms, learning space, a local history collection, free wireless internet, access to technology, and programming for all ages.

Scope

The new Norman Central Branch Library relocated the existing library to a more spacious and modern facility. This branch is the main branch of both Norman and the Pioneer Library System and is approximately 82,000 square feet. The location

is north of Andrews Park on City-owned land, primarily the site of the former Rhodes granary.

Published Budget \$39,000,000

Final Expenditures \$35,010,261

Timing

The Central Branch Library opened in November, 2019 and is providing services.



East Branch Library

Description

As the population in Norman has expanded east and west, so has the demand for library services on the east and west sides of the city. The Norman West branch opened in late 2013 and the East Branch Library expands library services to residents on the east side of the city.

The new East Branch Library opened in 2018 and includes public meeting space, free wireless internet, access to technology, and programming for all ages.

Scope

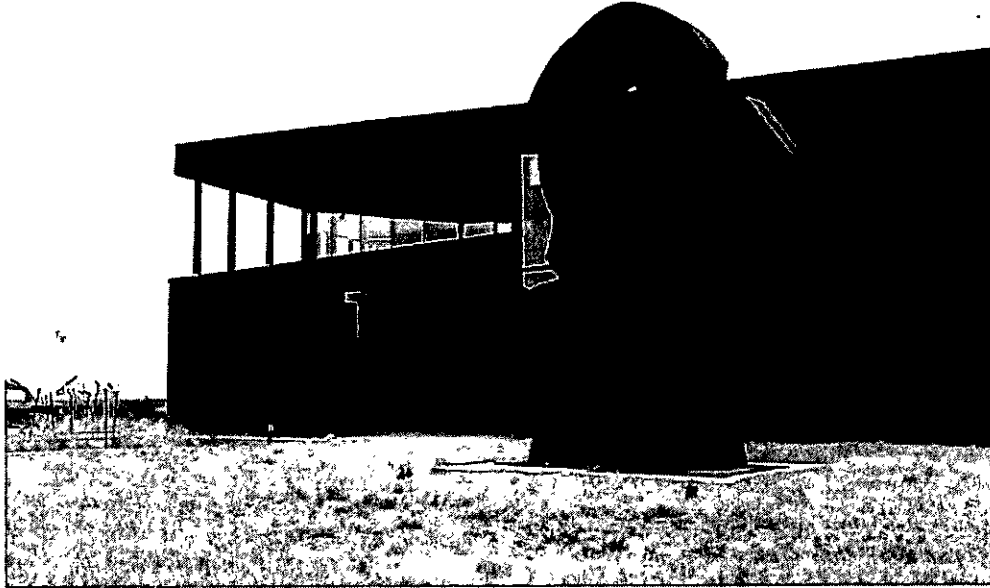
The Norman East Branch Library is approximately 12,500 square feet and located adjacent to Fire Station 9 at the intersection of Alameda and Ridge Lake Boulevard.

Published Budget \$5,100,000

Final Expenditures \$4,794,304

Timing

The East Branch Library opened in July, 2018 and is providing services.



Griffin Land Acquisition

Description

2014 Oklahoma legislation authorizes the Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS) to sell or dispose of the Griffin property, including the current Sutton Wilderness Park, Griffin Park and Frances Cate Park. The property was proposed to be acquired by the City using NORMAN FORWARD funds, to permanently house the Griffin Park Soccer Complex and Sutton Wilderness.

Project Activities

In negotiations with the ODMHSAS, it was determined to be mutually beneficial for the City to enter into long-term leases with the ODMHSAS for the Griffin Soccer Complex land, and to maintain an existing lease for the Sutton Wilderness land. The lease agreement (Contract K-1718-136, approved on November 27, 2018) gives the City control of the property for up to a 30-year period, at which time the City has a purchase option for the land. Rental payments of \$80,000 per year, to be paid with Norman Forward funds, will apply to the ultimate purchase of the land, if so desired by the City and ODMHSAS. The Frances Cate Park land was not included in the negotiated lease for the Griffin Soccer Complex site.

The allocation of Norman Forward funds to the Griffin Land Acquisition project was reduced by the City Council from \$10,000,000 to \$2,400,000 (30 payments of

\$80,000) by Resolution R-1819-110 (approved May 14, 2019) and the remaining \$7,600,000 budget was re-allocated to a Norman Forward Senior Citizen's project.

Published Budget \$10,000,000

Scope

The identified properties to be acquired are:

▪ Griffin Park & Sutton Wilderness	322.2 acres
▪ Francis Cate Park	up to 14.5 acres
Total Anticipated Land Acquisition	336.7 acres

Budget

Land Acquisition \$10,000,000

Updated Cost Estimate \$ 2,400,000

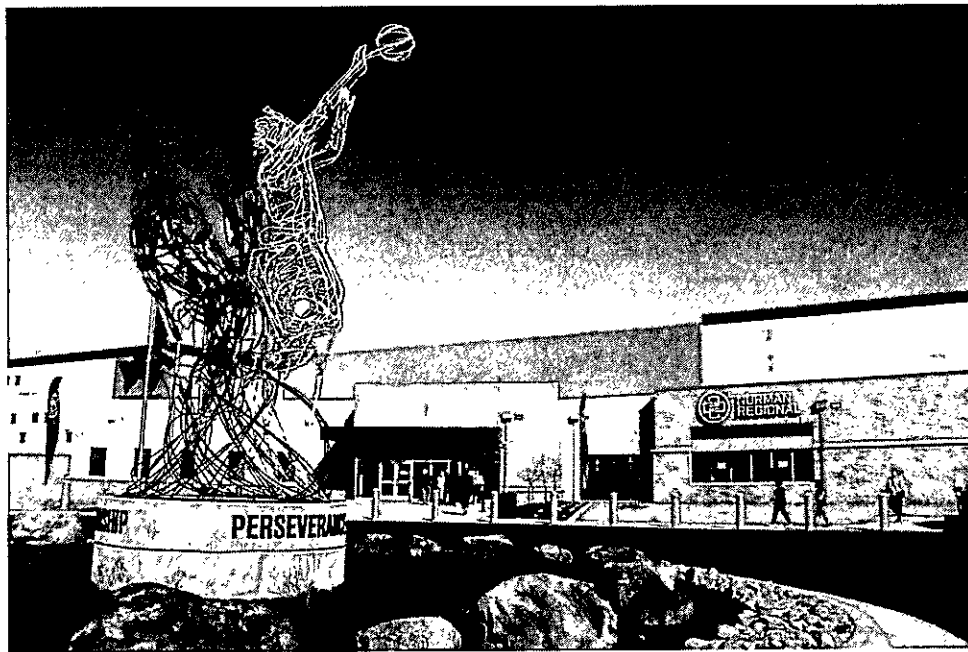
Timing

Based on the negotiated lease, rental payments to the ODMHSAS will be made annually and phased construction of the soccer complex facilities are underway. At the end of the first 15-year Norman Forward period, consideration will be made as to the purchase of the land or the continuation of the lease.

Indoor Multi-Sport and Aquatic Center (Young Family Athletic Center)

Description

The combined Indoor Multi-Sport and Aquatic Center was named the "Young Family Athletic Center" after Norman native, NBA All-Star and University of Oklahoma alumnus Trae Young. The aquatic portion of the building features two pools: an 8-lane 25-meter competition pool with spectator seating and a 4-lane 25-meter pool used as a warm up pool during swim competitions. The Multi-Sport portion houses 8 basketball courts with 12 volleyball courts. Norman Regional Health System occupies the "NMotion" space which will serve as a sports and human performance center and physician clinic. Other Young Family Athletic Center amenities include concessions, a small retail space, administrative offices, tournament and team breakout rooms, public restrooms, and other standard support areas.



Scope

The Young Family Athletic Center is adjacent to a major retail and hotel lodging district, attracting regional tournaments and meets which will draw participants and their families from throughout the state of Oklahoma and the central U.S.

Supplemental funds were allocated from: Norman Forward project savings; Norman Municipal Authority Revenue Bonds secured by Norman Room Tax revenue; University North Park Tax Increment Finance moneys; and a donation from the Trae Young Family Foundation, believed to be the largest private donation in Norman's history. Norman Regional Health System will pay for the portion of the project cost attributable to the "NMotion" facility.

YFAC Funding Sources

Norman Forward	\$26,023,681
James Garner Transfer	\$1,500,000
Room Tax Bond	\$3,801,683
Norman Forward Trails Project	\$1,200,000
NF Road Improvements	\$338,000
UNP TIF Fund	\$2,734,791
Trae Young Family Foundation	\$4,000,000
<u>Norman Regional Health System</u>	<u>\$6,966,000</u>
Total Budget	\$46,564,155

Preliminary Estimated Budget

Land Acquisition / Site Prep / Infrastructure	\$163,000
A&E / Design / Testing	\$2,425,475
Construction & FFE	\$43,551,863
Project Contingency	\$423,817
Total Project Budget	\$46,564,155

Timing

The Young Family Athletic Center held its ribbon cutting ceremony in February of 2024 and is now open and is providing services. The City of Norman is operating the facility internally.

James Garner Avenue Extension

Description

The James Garner Avenue Extension will provide a north/south roadway to more efficiently carry motorists between downtown Norman and north Norman/south Oklahoma City metropolitan area. The extension will effectively create an updated entrance to the City from the north.

Scope

The extension project will extend James Garner Avenue from Acres Street, over the Robinson Street underpass, connecting to Flood Avenue. The project will include public art enhancements in commemoration of Norman native, multiple EMMY Award winning, Hall of Fame actor James Garner. The James Garner Avenue Extension will intersect with Flood Avenue with a modern roundabout north of Robinson Street.

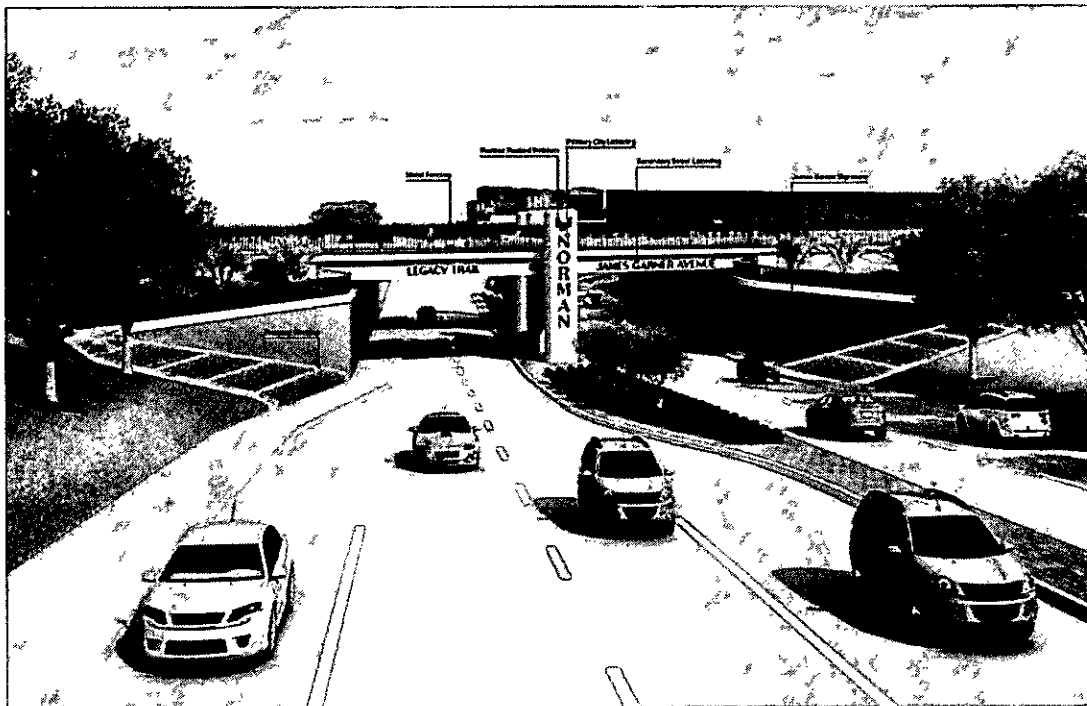


Published Budget	\$6,000,000
Railroad Quiet Zone Funds	\$500,000
Norman Utilities Authority	\$43,617
Additional Norman Forward Fund Balance	\$151,281
FHWA Funds	\$4,825,733

Estimated Budget	
"Phase I" Actual Cost	\$1,947,283
"Phase II" Land Acquisition / Site Prep / Infrastructure	\$102,934
"Phase II" A&E / Design / Testing	\$1,402,140
"Phase II" Construction & FFE	\$7,820,546
"Phase II" Public Art	\$200,000
Total Project Budget	\$11,472,905

Timing

The James Garner Extension project has been broken into "phases", to accommodate the first phase to be completed in conjunction with the opening of the new Central Branch Library. The first phase, from just south of Acres Street in the City Municipal Complex to the Central Library parking lot, has been completed. The second Phase, extending north of Robinson Street and connected to Flood Avenue, began construction in fall of 2023. City Staff has secured \$4.8 million of Federal funds for this project. The project is estimated to complete construction in spring 2024.



Parks Projects

Description

Parks all across Norman will be enhanced by NORMAN FORWARD. Additionally, new parks and trails will be developed. Plans from the Parks Master Plan will be reviewed to make sure they are still relevant to neighborhood needs.

Scope

The identified parks projects are:

- Westwood Tennis Center: conversion of two existing outdoor courts to indoor and construction of two new outdoor courts with lighting. This project has been completed (Budget: \$1,801,277; Final Cost: \$1,801,277).
- Saxon Park: develop Phase II of the Saxon Park Master Plan to include additional parking, fencing, furnishings, play area, restrooms, and event shelter (Budget: \$2,000,000).
- Ruby Grant Park: develop Phase I of the Ruby Grant Park Master Plan with utility infrastructure improvements, signage, parking, trails, practice fields, pavilion, and pedestrian lighting. This project has been completed. (Budget: \$6,000,000; Final Cost: \$6,146,426) (\$150,000 appropriated from Community Park Land Fund balance).
- Andrews Park: skate park expansion, amphitheater seating shade, landscaping, and splash pad enhancement. This project has been completed. (Budget: \$2,000,000; Final Cost: \$1,463,667).
- Existing Neighborhood Park Renovations: as per revisited 2009 Parks Master Plan recommendations. Renovations have been completed at seven parks, and more are planned to be undertaken throughout the Norman Forward life (Budget: \$6,500,000).
- New Neighborhood Park Development – the first new neighborhood park, "Songbird Park" is complete and the new "Bentley Park" is currently underway in the Summit Valley/Bellatona neighborhood. Three more will be undertaken throughout the Norman Forward life at Southlake, Links, and Redlands. (Budget: \$2,000,000).
- New Trail Development: complete initial loop routing of Legacy Trail (Budget: \$4,800,000).

Published Budget \$25,500,000

Preliminary Estimated Budget

Land Acquisition / Site Prep / Infrastructure	\$1,440,000
A&E / Design / Testing	\$1,240,000
Construction & FFE	\$21,831,278
Project Contingency	\$1,740,000
Total Project Budget	\$25,251,278

Timing

Individual park and trail improvement projects will be undertaken on a yearly basis throughout the life of NORMAN FORWARD.

Adult Wellness and Education (Senior Citizens) Center*Description*

The City Council began working on the Senior Citizens Center location issue early in 2016 and adopted Resolution R-1516-77, narrowing the Senior Citizens Center location options to the Existing Library site, a site in Andrews Park, and a site adjacent to the new Central Branch Library site.

After further consideration and considering the endorsement of the NORMAN FORWARD Senior Center Ad Hoc Committee, the Reaves Park Ad Hoc Committee, the Norman Senior Association, and representatives of the Medieval Fair, the Council adopted Resolution R-1819-110, which formally selected Reaves Park as the site for the Senior Center. Resolution R-1819-110 also re-programmed \$7,600,000 in funds from the Griffin Park Land Acquisition project to the Senior Citizens Center project.

In August 2021, Council approved a memorandum of understanding with the Norman Regional Health System to move the location of the Senior Center to Norman Regional's Porter Campus. The scope of the project was also expanded from a recreational center to a wellness center. The newly renamed "Adult Wellness and Education Center" is a part of Norman Regional's planned Porter Health Village.

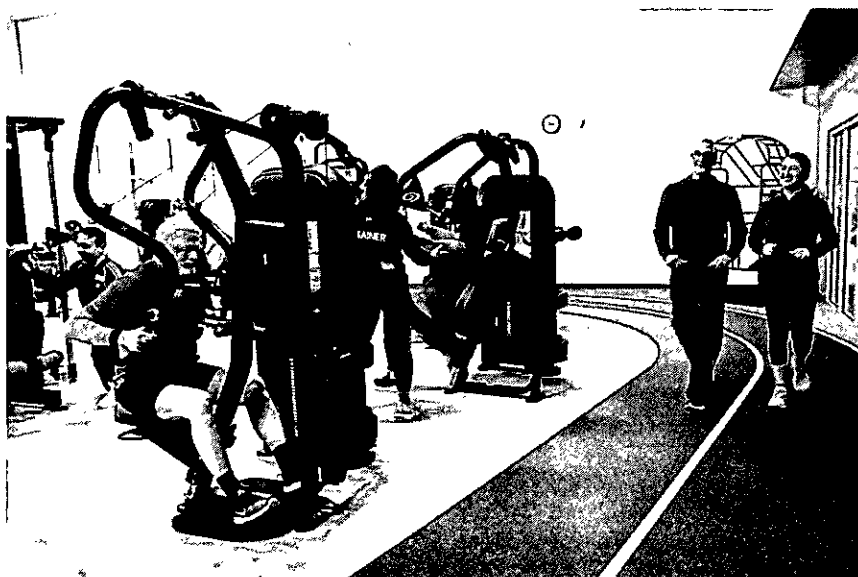
The now substantially completed facility includes an indoor walking track and multiple fitness areas with locker rooms; multipurpose and art specific classrooms as well as lounge areas; a full kitchen for events and programming; outdoor pickleball courts; and a lap pool.

<i>Published Norman Forward Budget</i>	<i>\$0; Amended to \$7,600,000</i>
<i>CARES Act Funding</i>	<i>\$4,800,000</i>
<i>Capital Fund</i>	<i>\$243,000</i>
<i>General Fund</i>	<i>\$1,197,277</i>

<i>Preliminary Estimated Budget</i>	
<i>Land Acquisition/Site Prep/Infrastructure</i>	<i>\$427,551</i>
<i>A&E / Design / Testing</i>	<i>\$832,000</i>
<i>Construction & FFE</i>	<i>\$12,099,730</i>
<i>Project Contingency</i>	<i>\$480,996</i>
<i>Total Project Budget</i>	<i>\$13,840,277</i>

Timing

The Adult Wellness and Education Center opened in November of 2023 and is currently providing services. The Facility is being operated independently by Healthy Living & Fitness Inc., a non-profit organization.

**Sports Complex Projects****Description**

Renovations and new construction are planned for sports complexes in multiple locations. These facilities will allow expanded space for youth soccer, youth and adult softball, adult flag football and youth football.

Scope

Due to financial reasons, the adult softball and youth football programs will no longer be a standalone complex. The expanded adult softball programs will be at Reaves Park and youth football will be at Ruby Grant Park. The identified sports complex projects are:

- Reaves Park: additional youth baseball/softball fields with lighting, restrooms, concessions, and additional parking (Budget: \$10,000,000; + \$1,250,000 for adult softball).
- Ruby Grant Park: multi-field football complex with lighting, restrooms, concessions, and parking (Budget \$1,250,000).
- Griffin Park: new outdoor soccer fields with lighting and parking. (\$13,409,678).

<i>Published Budget</i>	\$23,500,000
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Preliminary Estimated Budget

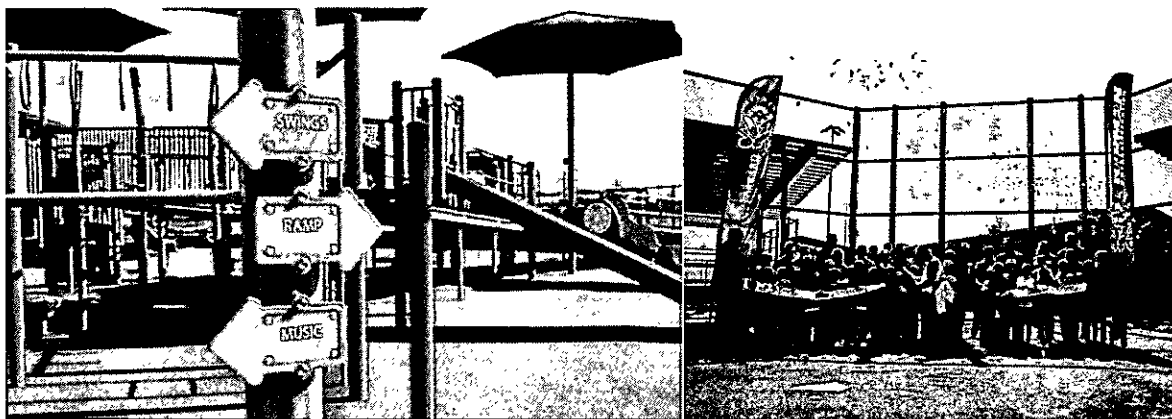
Land Acquisition / Site Prep / Infrastructure	\$1,800,000
A&E / Design / Testing	\$1,880,000
Construction & FFE	\$20,819,678
Project Contingency	\$1,410,000
Total Project Budget	\$25,909,678

Timing

Final master plans and engineering designs have been completed for the Reaves Park and Griffin Park Sports Complexes. Reconstruction of the 22 soccer fields at the Griffin Park Soccer Complex is complete.

The new Parks Maintenance Facility has been completed and is relocated from Reaves Park to the City Maintenance Complex ("North Base"). Relocation of the Parks Maintenance Facility made land available for the expansion of baseball and softball fields at Reaves Park which has recently been completed.

Relocated youth football (Ruby Grant) and adult softball (Reaves) facilities, originally planned at a new stand-alone site, are complete.



Traffic Improvements

Description

NORMAN FORWARD includes infrastructure improvements for the city that will improve traffic flow and safety at various locations related to NORMAN FORWARD projects.

Scope

Planned projects include traffic analysis, street and storm water improvements, and traffic signals at various locations. Related NORMAN FORWARD projects are access to the Young Family Athletic Center (Trae Young Way), Griffin Park, and Reaves Park. Traffic ingress and egress improvements at Griffin Park are under construction.

Published Budget \$2,700,000

Preliminary Estimated Budget

Land Acquisition / Site Prep / Infrastructure	\$270,000
A&E / Design / Testing	\$216,000
Construction & FFE	\$2,025,000
Project Contingency	\$189,000
Total Project Budget	\$2,700,000

Timing

Architecture, engineering, land acquisition, and site preparation are scheduled to begin throughout the program based on specified sites. This project is scheduled to be completed as needed for individual project sites during construction phases. Access improvements for the Griffin Soccer Complex on Robinson Street and 12th Avenue are underway. Access improvements to the YFAC, including construction of "Trae Young Drive" are also underway.

Westwood Family Aquatic Center

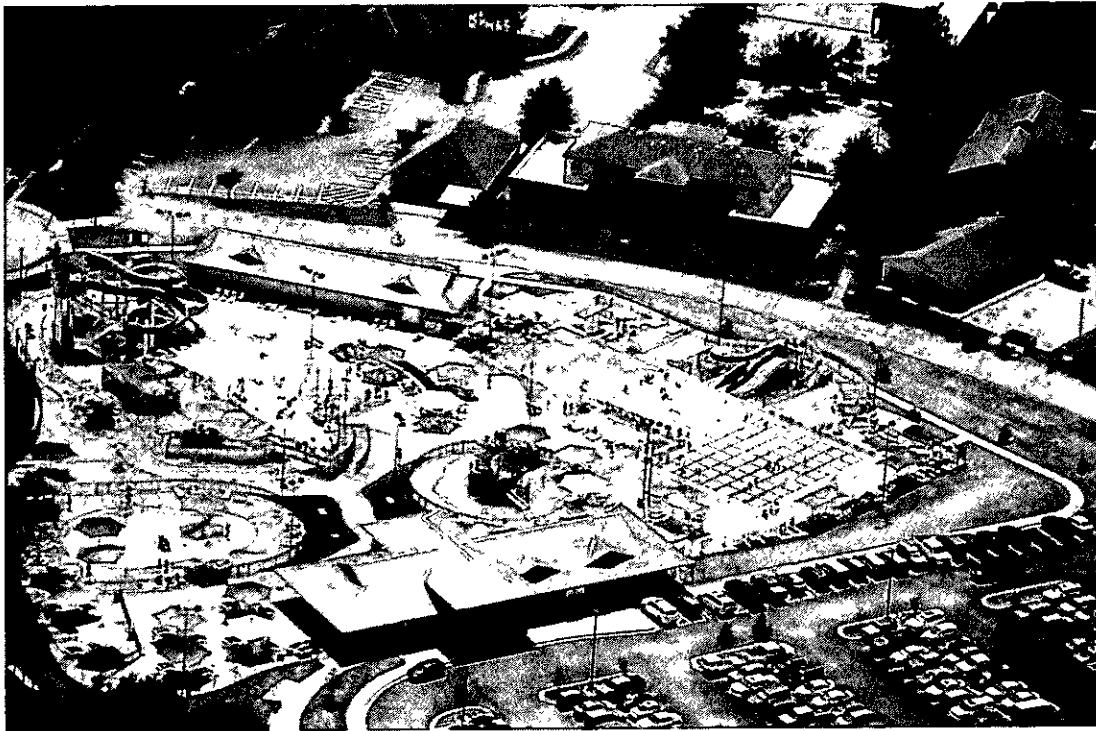
Description

The Westwood Family Aquatic Center project has constructed an updated, modern outdoor aquatic center. Features include a lazy river, slides, water sprays, a 50-meter lap pool, shaded shallow areas, a new bathhouse, concession areas, and additional parking. The new outdoor Aquatic Center opened in the summer of 2018 and has been enjoyed by thousands of visitors.

Scope

Based on the current budget, the pool will have approximately 18,000 square feet of water surface area and include a variety of features that have been determined through public input are also part of this project.

Published Budget	\$12,000,000
Final Cost	\$11,763,800



Other Projected Program Expenses

▪ Public Art	\$1,200,000
▪ Park Maintenance Staff	\$3,009,925
▪ Senior Center Staff	\$0
▪ Facility Maintenance Staff	\$1,562,753
▪ Capital Equipment	\$425,000
▪ Aquatic Center Operating Subsidy	\$0
▪ Project Oversight	\$3,312,000
▪ Westwood Pool/Tennis Replacement	\$455,000
▪ Facility Maintenance Contract	\$210,000
▪ Interest and Debt Service Cost	\$20,962,256
Total Other Program Expenses Budget	\$31,136,934

Projects identified for Public Art include:

- Central Branch Library
- East Branch Library
- Westwood Family Aquatic Center
- Indoor Multi-Sport Facility
- Indoor Aquatic Center
- Sports Complex Projects: Reaves Park, Griffin Park
- Park Projects: Westwood Tennis Center, Ruby Grant, Saxon & Andrews
- James Garner Avenue Extension
- Adult Wellness and Education Center

IV. Project Timeline

As part of the Implementation Plan, steps were taken to determine the order in which the projects, or phases of projects, would take place in the program. To complete this task, the Program Manager attended Citizens Financial Oversight Board meetings, ad hoc advisory group meetings, and worked with City Staff. City Staff provided budget information critical to project sequencing. The goal is to create a logical project progress schedule within the constraints of the funding structure. Individual project's schedules are updated in their discussions above.

Potential impacts to the overall NORMAN FORWARD project timeline include, but are not limited to:

- Fluctuation in sales tax revenue
- Changes in project scopes of work
- Inflation or other increases in cost of project construction
- Other unforeseen circumstances

The chart below is updated to reflect changing time schedules for the various projects as the overall Norman Forward program moves forward.

Project Timeline

PROJECTS	NORMAN FORWARD Project Timeline Update							
	Time shown in calendar years							
	2021	2022	2023	2024	2025	2026	2027	
Canadian River Park	TIMELINE TBD							
Young Family Athletic Center Indoor Aquatic and Multi-Sport Facility	PRECON / A/E	PROJECT CONSTRUCTION						
James Garner Avenue Extension	PRECONSTRUCTION / A/E	PROJECT CONSTRUCTION						
Parks Projects								
Saxon Park		PRECONSTRUCTION / A/E	PROJECT CONSTRUCTION					
Existing Neighborhood Parks				PROJECT CONSTRUCTION				
New Neighborhood Parks				PROJECT CONSTRUCTION				
New Trail Development				PROJECT CONSTRUCTION				
Adult Wellness and Education Center	PRECONSTRUCTION / A/E	PROJECT CONSTRUCTION						
Sports Complex Projects								
Reaves Park	PRECONSTRUCTION / A/E	PROJECT CONSTRUCTION						
Griffin Park	PRECONSTRUCTION / A/E	PROJECT CONSTRUCTION						
Traffic Improvements								
Related to Specific Projects		PRECONSTRUCTION / A/E	PROJECT CONSTRUCTION					

- Preconstruction / Architecture & Engineering (A/E) / Design / Testing / Council Approval / Notice to Proceed
- Project Construction
- Project To Be Determined based on external factors

V. Conclusion

This Implementation Plan includes an introduction and history of the NORMAN FORWARD program, project descriptions, scopes of work, budgets, project phasing, and the Project Timeline. The original Implementation Plan was adopted by the City Council on June 28, 2016 (Resolution R-1516-130) and minor updates have been approved periodically by the Citizen's Financial Oversight Board (CFOB). At various points in time as significant projects are completed or changes

are made, amended Implementation Plan documents will be re-submitted for Council consideration. On the recommendation of the CFOB, the Implementation Plan was formally amended on October 8, 2019 by Resolution R-1920-44 and again on April 12, 2022 by Resolution R-2122-110.

Upon the recommendation of the Citizens Financial Oversight Board and final approval by City Council, City Staff will implement and administer the 15-year plan. The Program Manager will assist City staff with programming, cost estimating, design review, and construction observation on projects outlined by their contract with the City.

This document is based on currently available information as well as certain assumptions made based on anticipated requirements. It may be further amended by City Council as new information arises or other changes occur over the 15-year life of the quality-of-life program.

Additional Information

NORMAN FORWARD, City of Norman

<https://www.normanok.gov/your-government/projects-initiatives/norman-forward>

"Norman Voters Approve Sales Tax Increase"

<http://journalrecord.com/2015/10/14/voters-approve-sales-tax-increase/>

2009 Parks and Recreation Master Plan, City of Norman

<https://www.normanok.gov/sites/default/files/documents/2020-05/ParksMasterPlan1.pdf>

Young Family Athletic Center

<https://www.normanok.gov/residents-visitors/parks-recreation/young-family-athletic-center>

Senior Wellness Center

<https://www.normanok.gov/residents-visitors/parks-recreation/senior-wellness-center>

Norman Forward CFOB Annual Report

For the period October 1, 2020 – December 31, 2021

File Attachments for Item:

13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF RATIFICATION OF THE DECLARATION OF AN EMERGENCY TO REMEDIATE THE POOL AT THE WESTWOOD FAMILY AQUATIC CENTER AND AUTHORIZE PAYMENT TO SUNBELT POOLS AND CROSSLAND CONSTRUCTION IN THE AMOUNT OF \$146,052.89 AND BUDGET APPROPRIATION FROM THE WESTWOOD FUND BALANCE AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 06/25/2024

REQUESTER: Lance Harper, Construction and Facilities Manager

PRESENTER: Jason Olsen, Parks and Recreation Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF RATIFICATION OF THE DECLARATION OF AN EMERGENCY TO REMEDIATE THE POOL AT THE WESTWOOD FAMILY AQUATIC CENTER AND AUTHORIZE PAYMENT TO SUNBELT POOLS AND CROSSLAND CONSTRUCTION IN THE AMOUNT OF \$146,052.89 AND BUDGET APPROPRIATION FROM THE WESTWOOD FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The City of Norman/Norman Municipal Authority has been transferring \$35,000 per year for the "Westwood Pool Maintenance Reserve" from the Norman Forward Fund to the Westwood Fund, and it has been placed into a reserve of the Westwood Fund Balance. At the end of this fiscal year, there will be \$41,718.11 in the reserve.

DISCUSSION:

During the 2023 pool season at Westwood, the lap pool started to lose large quantities of water on a nightly basis, and in return, staff was constantly refilling the pool daily. After the pool season, Park staff engaged with the Line Maintenance Division to help find the leak and repair it. The leak was eventually discovered on the south end of the lap pool. After excavation and deck removal, it was determined that the work would be far too extensive for Line Maintenance to repair.

Parks Staff engaged Sunbelt Pools, a commercial pool contractor, to repair the Westwood Pool. After an extensive leak detection process, Sunbelt found several sections of eight and ten-inch pipes that needed repair and several smaller feeder lines into the main pipes that failed.

All pipes that were compromised were located and repaired. Sunbelt Pools completed the excavation, pipe repair, and backfill for a total cost of \$108,988.33, and Crossland Construction repaired the concrete decks for a cost of \$37,064.56.

Park staff recommends appropriating a portion of the Westwood Pool Maintenance Reserve balance for the Westwood Family Aquatic Center to pay for an emergency leak repair that included excavation, pipe repair, backfill, and the pour back of the concrete decking. The Norman Forward program has always anticipated funding this type of emergency pool repair.

RECOMMENDATION:

It is recommended that the City Council approve the appropriation of \$146,052.89 from the Westwood Fund Balance (Account No. 29-29000) to Westwood Pool Maintenance & Repairs Other – Miscellaneous (Account No. 29970133-44299) for emergency repairs to the Westwood Pool.



Date: March 4, 2024

To: Darrel Pyle, City Manager

From: Jason Olsen, Director of Parks and Recreation

Subject: Westwood Pool Emergency Repairs

Mr. City Manager,

During the last swim season, Westwood Pool staff discovered an underground leak, which is causing the pool to lose several thousand gallons of water daily. City staff from Parks and Utilities have attempted to repair the leak but don't have the resources or time to do so.

The park staff would like approval for emergency repairs to ensure the pool opens in time for pool season. We have sufficient funds in a Norman Forward fund set up for emergency repairs.

Please let me know if you have any questions or concerns.

Approved: _____

City Manager – Darrel Pyle

CROSSLAND CONSTRUCTION COMPANY

P. O. BOX 45
833 S EAST AVENUE
COLUMBIA, KANSAS 66726
(620)429-1414

INVOICE**SJOK-NORM-03**

TO: City of Norman
201 West Gray Street
Norman, OK 73070

Date 4/25/2024

RE: Westwood Aquatic Center.

TERMS: NET DUE UPON RECEIPT

QUANTITY	DESCRIPTION		AMOUNT
1	Various concrete pool deck repair and caulking at the Westwood Aquatic Center		
	Labor	\$16,275.75	
	Material	\$5,552.33	
	Equipment	\$3,783.27	
			\$25,811.35
	Office Admin / PM Support	8 hrs	\$440.00
	Overhead & Profit (10.0%)	10%	\$2,805.14
	Insurance (1.0%)	1%	\$286.56
	TOTAL AMOUNT DUE		\$28,943.05

CROSSLAND CONSTRUCTION COMPANY**P. O. BOX 45****833 S EAST AVENUE****COLUMBUS, KANSAS 66725****(620)429-1414****INVOICE****SJOK-NORM-04**

TO: City of Norman
201 West Gray Street
Norman, OK 73070

Date 6/12/2024

RE: Westwood Aquatic Center.

TERMS: NET DUE UPON RECEIPT

QUANTITY	DESCRIPTION		AMOUNT
1	Various concrete pool deck repair and caulking at the Westwood Aquatic Center		
	Labor	\$20,775.75	
	Material	\$5,552.33	
	Equipment	\$6,593.36	
			\$32,921.44
	Office Admin / PM Support	8 hrs	\$440.00
	Overhead & Profit (10.0%)	10%	\$3,336.14
	Insurance (1.0%)	1%	\$366.98
	Previously Billed		\$28,943.05
	TOTAL AMOUNT DUE		\$8,121.51

CITY OF NORMAN
Purchasing Division
Post Office Box 370
Norman, Oklahoma 73070

AFFIDAVIT

State of Oklahoma) P. O. No. _____
County of Oklahoma) Invoice No. Pay Application 03
Amount \$28,943.05

IN ACCORDANCE WITH OKLAHOMA STATUTES TITLE 74, SECTION 3110, AND TITLE 62, SECTION 310.9.
THIS FORM MUST BE COMPLETED AND SUBMITTED BEFORE ANY INVOICE OVER \$25,000 CAN BE
PROCESSED FOR PAYMENT.

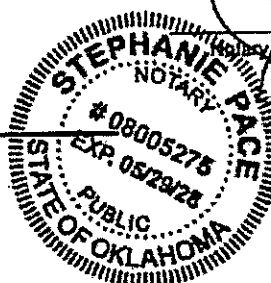
The undersigned person (architect, contractor, supplier, engineer, or supervisory official), of lawful age, being duly sworn, on oath says that this (invoice, claim or contract) is true and correct and that s(he) is authorized to submit the invoice pursuant to a contract or purchase offer. Affiant further states that the (work, services, or materials) as shown by this invoice have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that s(he) has made no payment, given or donated or agreed to pay, give or donate, either directly or indirectly, to any elected official, officer or employee of the City of Norman, of money or any thing of value to obtain payment of the invoice or procure award of this contract or purchase order pursuant to which an invoice is submitted.

Crossland Construction Company, Inc.
Company Name

Joshua Jacob
By: Architect, Contractor, Supplier, Engineer, or Supervisory Official

Subscribed and sworn to before me this 25 day of April, 2024

My Commission expires 05-29-28



Invoice

PSI009597



10555 Plano Rd. Dallas, TX 75238

214-343-1133

Salesperson

GUY MAYO

Customer Address

Norman Westwood Swimming Pool

Josh Holman

201C West Gray

Ship-to Address

Norman Westwood Swimming Pool

Josh Holman

201C West Gray

Norman , OK 73069

Customer PO No.

Document Date
May 6, 2024

Payment Terms
Net 30 days

Due Date
June 5, 2024

No.	Description	Qty	Unit Price	Line Amount
	Westwood Aquatic Lap Pool Leak Detection and Repair	1	98,078.02	98,078.02
Subtotal				98,078.02
Total Tax				0.00
Total \$				98,078.02

Invoice

PSI009943



Item 13.

10555 Plano Rd. Dallas, TX 75238

214-343-1133

Salesperson

GUY MAYO

Customer Address

Norman Westwood Swimming Pool

Josh Holman

201C West Gray

Ship-to Address

Norman Westwood Swimming Pool

Josh Holman

201C West Gray

Norman , OK 73069

Customer PO No.
NORMAN WESTWOOD
LAZY RIVER LEAK

Document Date
May 29, 2024

Payment Terms
Net 30 days

Due Date
June 28, 2024

No.	Description	Qty	Unit Price	Line Amount
	Leak Detection and Repair on Lazy River	1	10,910.31	10,910.31
Subtotal				10,910.31
Total Tax				0.00
Total \$				10,910.31

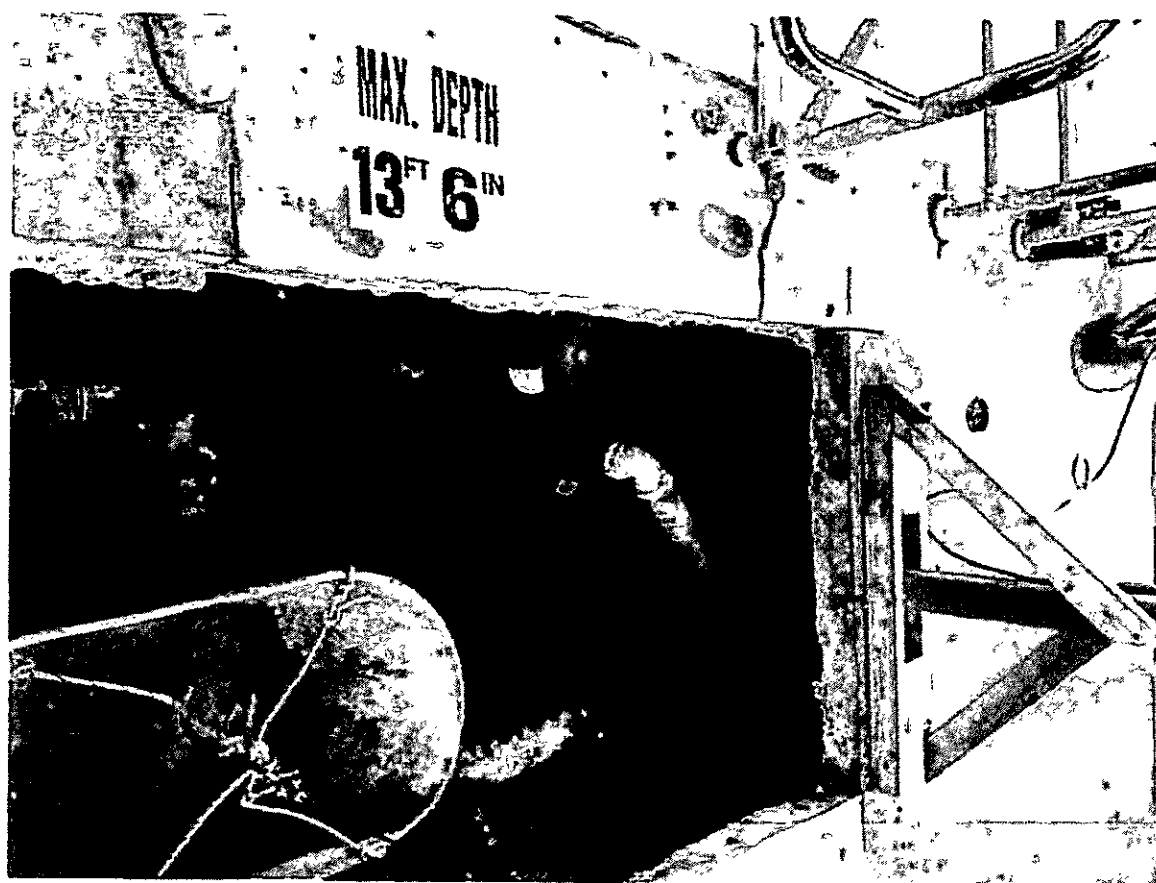
BuyBoard BuyBoard Current Vendors - Oklahoma

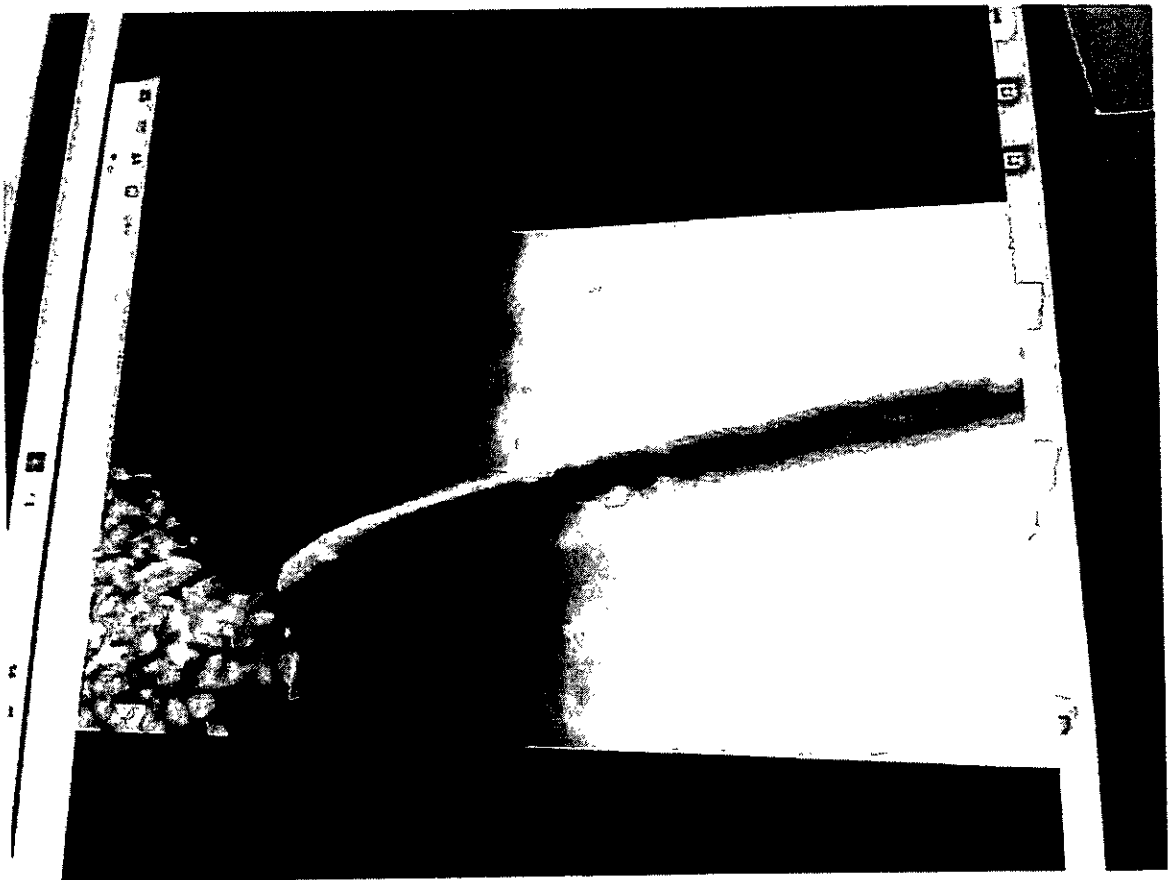
Vendor	Address Line 1	City	State	ZIP	Effective	Expiration	Contract
Strategic Filtration, Inc.(E)(I)(T)	2500 Fairway Park Dr.	Houston	TX	77092	12/1/2023	11/30/2026	HVAC Equipment, Supplies, and Installation of HVAC Equipment 720-23
Stripe Right(E)(I)(T)	298 Private Road 4429	Rhome	TX	76078	6/1/2023	5/31/2026	Asphalt Products and Parking/Road Striping Services 700-23
STS Electronic Recycling, Inc.(E)(I)(T)	1653 N Bolton Street	Jacksonville	TX	75766	4/1/2023	3/31/2026	Waste/Recycling Containers (Residential/Commercial) and Waste Disposal Services 694-23
Sturdisteel Company(E)(I)(T)	131 Ava Dr.	Hewitt	TX	76643	10/1/2022	9/30/2025	Parks and Recreation Equipment, Products, and Installation 679-22
Summit Fire & Security(E)(I)(T)	2218 Atkinson Dr.	Lufkin	TX	75901	12/1/2021	11/30/2024	Fire and Security Systems and Monitoring Services 654-21
Summit K12 Holdings, Inc.(E)(I)(T)	P.O. Box 26841	Austin	TX	78755	11/1/2021	10/31/2024	Instructional Materials and Classroom Teaching Supplies and Equipment 653-21
Sun Coast Resources, Inc. (Nat'l Coop) (M)(E)(I)(T)	6405 Cavalcade Street, Building 1	Houston	TX	77026	9/1/2021	8/31/2026	Transportation Fuels (Unleaded Gasoline and Diesel Fuel) OPIS TEC-107-21
Sunbelt Pools, Inc.(E)(I)(T)	10555 Plano Road	Dallas	TX	75238	7/1/2022	6/30/2025	Water and Wastewater Pumps and Motors 672-22
Sunbelt Pools, Inc.(E)(I)(T)	10555 Plano Road	Dallas	TX	75238	10/1/2022	9/30/2025	Parks and Recreation Equipment, Products, and Installation 679-22
Sunbelt Pools, Inc.(E)(I)(T)	10555 Plano Road	Dallas	TX	75238	6/1/2023	5/31/2026	Swimming Pool Chemicals, Supplies, and Equipment 701-23
Sunburst Digital(E)(I)(T)	900 Carnegie St	Rolling Meadows	IL	60008	1/1/2022	12/31/2024	Technology Equipment, Products, Services and Software 661-22
Sunfinity Renewable Energy, LLC(E)(I)(T)	17300 Dallas Parkway, Suite 2000	Dallas	TX	75248	3/1/2024	2/28/2027	Photovoltaic Power Systems and Components 725-24
Super Duper Publications(E)(I)(T)	5201 Pelham Road	Greenville	SC	29615	11/1/2021	10/31/2024	Instructional Materials and Classroom Teaching Supplies and Equipment 653-21
Superior Alarms(E)(I)(T)	600 Ash Avenue	McAllen	TX	78501	12/1/2021	11/30/2024	Fire and Security Systems and Monitoring Services 654-21
Superior International Industries(E)(I)(T)	150 Adamson Industrial Blvd.	Carrollton	GA	30117	10/1/2022	9/30/2025	Parks and Recreation Equipment, Products, and Installation 679-22
Superior Text LLC(M)(E)(I)(T)	151 Airport Industrial Drive	Ypsilanti	MI	48198	6/1/2023	5/31/2026	Library Books, Used Textbooks, and Other Books 702-23

(M) - MWBE (E) - EDGAR Received (D) - Designated Dealer (I) - No Israel Boycott (T) - No Foreign Terrorist Orgs

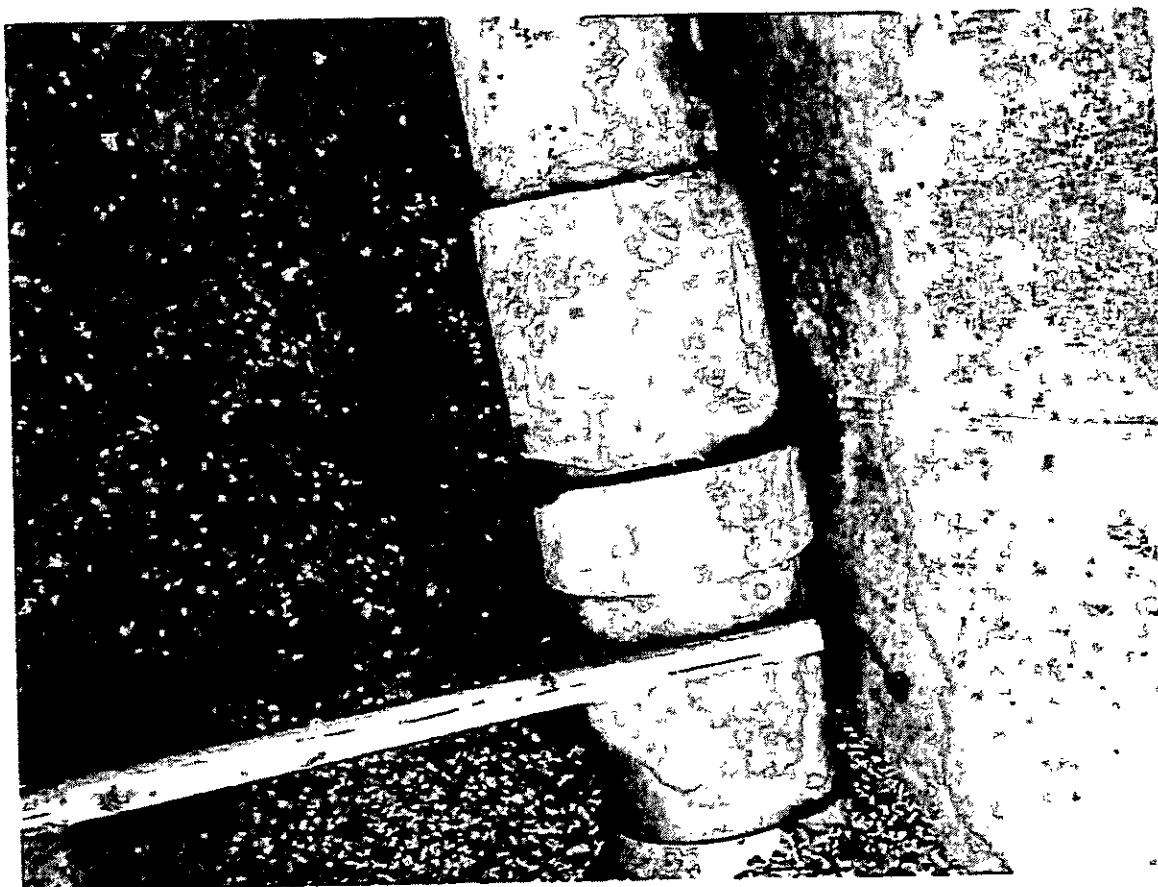
Item 13.

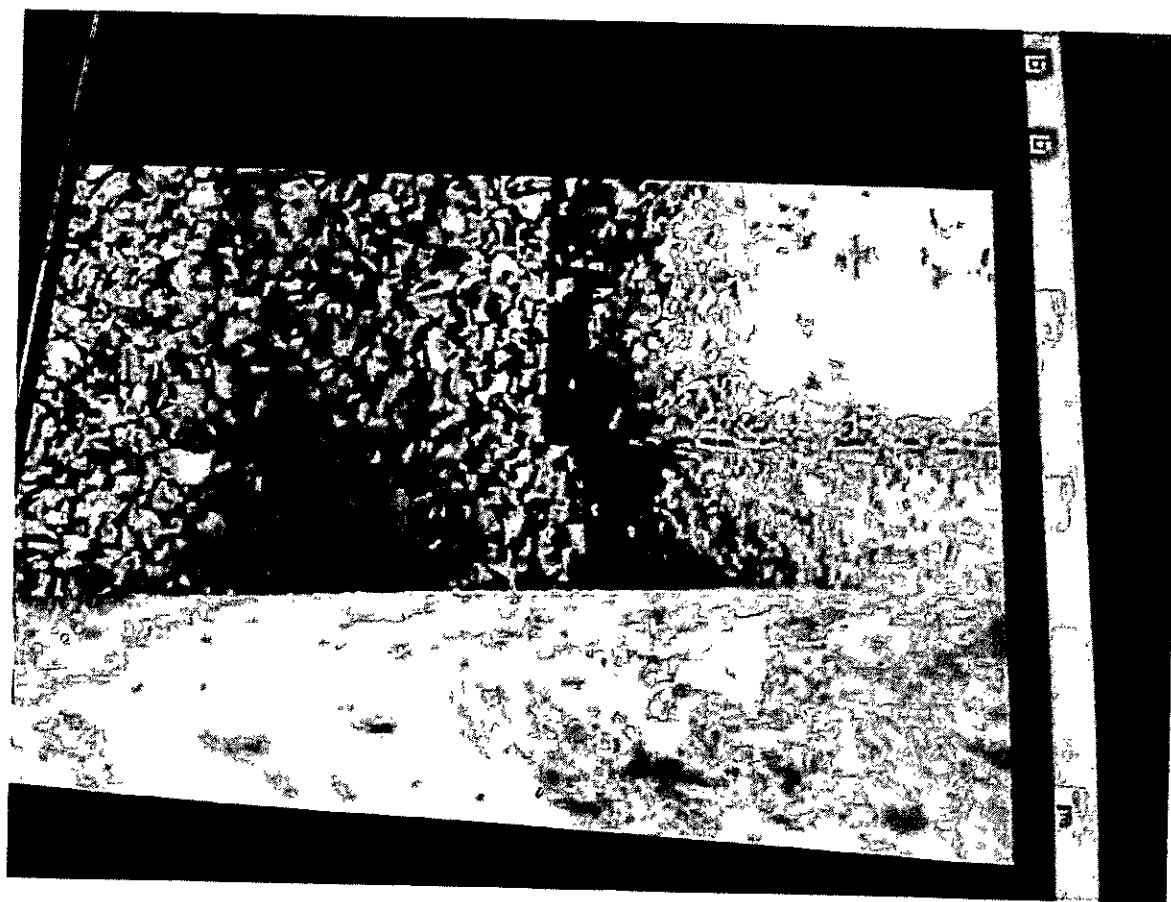
6/14/2024 5:36 AM











File Attachments for Item:

15. CONSIDERATION OF THE ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$120,652, FOR PATIO RENOVATIONS AND SECURITY UPGRADES AT THE NORMAN FIREHOUSE ARTS CENTER, LOCATED AT 444 SOUTH FLOOD AVENUE.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 06/25/2024

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF THE ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$120,652, FOR PATIO RENOVATIONS AND SECURITY UPGRADES AT THE NORMAN FIREHOUSE ARTS CENTER, LOCATED AT 444 SOUTH FLOOD AVENUE.

BACKGROUND:

The Norman Firehouse Arts Center approached the City of Norman regarding a patio renovation project and an upgrade of the security system at the City-owned facility within Lion's Park at 444 South Flood Avenue. The donation is valued at \$120,652 with grants from the Kirkpatrick Family Fund, ARPA funds from the Oklahoma Arts Council, Firehouse Art Center, Zarrow Family Foundation, and the City of Norman Parks and Recreation Department.

The Norman Board of Park Commissioners recommended on June 6, 2024, that the City Council accept this donation for a patio renovation and upgrades to the security system at the Firehouse Art Center.

DISCUSSION:

Chapter 12, Section 12-110 states that the City Council must first accept any item donated to the City with a value above \$250. Furthermore, Chapter 2, Section 2-311 states that "the City shall accept all donations of public art, as defined herein, that are made in accordance with article I, section 4 of the Charter. . ." Article I, Section 4 of the City Charter allows the City to "receive bequests, gifts, and donations of all kinds of property in fee simple or trust for charitable or public purposes and perform all acts necessary to carry out the purposes of such bequests, gifts, donations or trusts, with power to manage, sell, lease or otherwise dispose of same in accordance with the terms of the bequest, gift, donation, or trust."

Project 1: Kirkpatrick Pottery Patio and Security System

The Kirkpatrick Pottery Patio and Security System funding will consist of a \$10,000 grant from the Kirkpatrick Family Fund, a \$74,152 grant from the American Rescue Plan Act Funds from the Oklahoma Arts Council, a \$11,500 Firehouse Arts Center Cash Contribution from the

remaining grant funds from the Zarrow Family Foundation, and in-kind donation of \$25,000 from Parks and Rec for project management and concrete.

The project will entail renovating the Firehouse Art Center kiln yard, which currently functions as a storage area, into a small outdoor event space with a functional gas kiln and space for the newly acquired clay mixer. The renovations will include replacing the outer wall and roof of the kiln yard, adding an outdoor gas kiln and an entry door, and commissioning murals for the outer wall. This new area will provide additional space to host guests during events and create a welcoming atmosphere for students.

The renovation of the kiln yard will also include concrete work to repair the walkway to one of the main entrances. These repairs would make the kiln yard and outdoor walkways around the building safer and more accessible. In addition to the new Pottery Patio, the Firehouse plans to install a new security system with eighteen indoor and outdoor cameras. The update to the security system will increase the safety for faculty and students attending Firehouse classes after hours. The security improvements will also make it safer for the Firehouse to commission public art outside the building and display artwork more securely in the gallery and gift shop.

Project 2: Flood Avenue Patio

The Firehouse Art Center Board of Directors has voted to approve an allocation of \$25,000 to develop a patio on Flood Avenue in front of the original Firehouse entrance. The City has agreed to assist with the concrete for the patio and the construction that needs to take place to add a new garage door.

This is a \$120,652 donation to the Firehouse Art Center building at 444 South Flood Avenue.

RECOMMENDATION:

Staff recommends acceptance of the donation valued at \$120,652 for the renovation of the Patio Areas and an upgraded Security System at the Firehouse Art Center.



May 21, 2024

Jason Olsen
Director of Parks and Recreation
225 N Webster Avenue,
Norman, OK 73069

Re: Firehouse Donation to the City of Norman

Dear Jason,

As you and I have discussed we need to present and accept our donation to City Council. I hope this letter will serve as a record of the donation.

Project 1: Kirkpatrick Pottery Patio and Security System

The Kirkpatrick Pottery Patio and Security System funding will consist of a \$10,000 grant from the Kirkpatrick Family Fund, a \$74,152 grant from the American Rescue Plan Act Funds from the Oklahoma Arts Council, a \$11,500 Firehouse Arts Center Cash Contribution from remaining grant funds from the Zarrow Family Foundation, and in-kind donation from Parks and Rec for project management and concrete for \$25,000.

The project will entail renovating our kiln yard, which currently functions as a storage area, into a small outdoor event space with a functional gas kiln and space for our newly acquired clay mixer. The renovations will include replacing the outer wall and roof of the kiln yard, adding an outdoor gas kiln and an entry door, and commissioning murals for the outer wall. This new area will provide additional space to host guests during events and would create a welcoming atmosphere for students. The renovation of the kiln yard will also include concrete work to repair the walkway to one of our main entrances. These repairs would make the kiln yard and outdoor walkways around our building safer and more accessible. In addition to the new Pottery Patio, the Firehouse plans to install a new security system with 18 indoor and outdoor cameras. The update to our security system will increase the safety of our faculty and students who attend classes at the Firehouse after hours. The security improvements will also make it safer for us to commission public art on the outside of our building and to more securely display artwork in our gallery and giftshop.

Project 2: Flood Avenue Patio

The Firehouse Art Center has voted to approve an allocation of \$25,000 to developing a patio on Flood Avenue in front of the original Firehouse entrance. The city has agreed to assist with the concrete for the patio and the construction that needs to take place to add a new garage door.

In total this a \$120, 652 in donations back into our building at 444 South Flood Avenue, Norman, OK. Thank you for all your help and support.

Sincerely,

Andy Couch
Executive Director/Curator

City of Norman, OK

Municipal Building
Council Chambers
201 West Gray
Norman, OK 73069



City Council

Tuesday, July 23, 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

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

File Attachments for Item:

10. CONSIDERATION OF APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT SIX TO CONTRACT K-1920-133: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND CROSSLAND CONSTRUCTION COMPANY, INC., INCREASING THE CONTRACT BY \$387,838.56 TO ESTABLISH GUARANTEED MAXIMUM PRICE FOR THE REPLACEMENT OF THE GENERATOR FOR BUILDING 201 ASSOCIATED WITH IMPROVEMENTS FOR THE MUNICIPAL COMPLEX RENOVATION PROJECT AND TRANSFER OF FUNDS FROM OTHER PROJECTS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 07/09/2024

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Brenda Hall, Project Manager

ITEM TITLE: CONSIDERATION OF APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT SIX TO CONTRACT K-1920-133: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND CROSSLAND CONSTRUCTION COMPANY, INC., INCREASING THE CONTRACT BY \$387,838.56 TO ESTABLISH GUARANTEED MAXIMUM PRICE FOR THE REPLACEMENT OF THE GENERATOR FOR BUILDING 201 ASSOCIATED WITH IMPROVEMENTS FOR THE MUNICIPAL COMPLEX RENOVATION PROJECT AND TRANSFER OF FUNDS FROM OTHER PROJECTS.

BACKGROUND:

City Council and Norman Municipal Authority, in its meeting of March 12, 2020, approved Contract K-1920-133 with Crossland Construction Company, Inc., in the amount of \$32,390, to provide Construction Manager at Risk Services (CMaR) for the Municipal Complex Renovation Project. On March 23, 2021, Amendment One was approved by Council to establish the guaranteed maximum price (GMP) of \$6,392,330 for the Development Center portion of the project. On October 26, 2021, City Council approved Amendment Two to K-1920-133, setting a GMP of \$667,562 for the City Hall portion of the project. Amendment Three to Contract K-1920-133 in the amount of \$492,185.38 covered additional costs related to asbestos removal in the Development Center portion of the project. Amendment Four to Contract K-1920-133 in the amount of \$3,500,000 covered the reconstruction of Building A for the Municipal Court facility, which is now under construction. Amendment Five to Contract K-1920-133 in the amount of \$3,300,000 covered the reconstruction of Building C for Human Resources and IT.

DISCUSSION:

Initially, Staff solicited competitive bids for replacement of the generator for Building 201 as a standalone project twice; however, no bids were received. As a result Staff consulted with Crossland Construction, Inc., (Crossland), who is the City's current Construction Manager at Risk (CMAR) contractor for the Municipal Complex Renovation Project, to see if they would consider the project as an amendment to the City's current contract. Crossland agreed to do so and solicited competitive bids under the CMAR process. Construction bids were opened on June 11, 2024.

A guaranteed maximum price (GMP) of \$387,838.56 for purchase and installation has been established for this project and can be awarded by amendment. Funds in the amount of \$138,500 remain in 201 W. Gray Admin. Building Generator, Construction (Account 50196644-46101; Project BG0067) and it is necessary to transfer funds from other completed projects to have adequate funds for this project.

RECOMMENDATION:

Staff recommends City Council approve Amendment Six to Contract K-1920-133 with Crossland increasing the Municipal Complex Renovation Contract by \$387,838.56 for the Building 201 Generator Replacement Project.

Staff also recommends City Council approve the transfer of capital project funds as outlined below:

FROM

\$121,000 from Building A Generator, Construction (50196644-46101; Project BG0078)
\$50,000 from Building C Restroom Renovation, Construction (50196677-46101; Project EF0225)
\$78,399 from Municipal Complex Renovation, Construction (50196644-46101; Project BG0075)

To

201 W. Gray Admin. Building Generator, Construction (50196644-46101; Project BG0067).

Contract No. K-1920-133
Amendment No. 6

**AMENDMENT NO. 6 TO
CONSTRUCTION MANAGER AT RISK AGREEMENT
BETWEEN
THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY AND
CROSSLAND CONSTRUCTION COMPANY, INC.**

THIS AMENDMENT NO. 6 TO CONSTRUCTION MANAGER AT RISK AGREEMENT (this "Sixth Amendment") is made as of April 14th, 2023, between the Norman Municipal Authority, a public trust having as its sole beneficiary, the City of Norman, Oklahoma ("NMA") and CROSSLAND CONSTRUCTION COMPANY, INC., an Oklahoma corporation (the "Construction Manager").

RECITALS:

A. NMA and the Construction Manager entered into that certain Construction Manager at Risk Agreement (Contract No. K-1920-133), dated March 24, 2020 (the "Agreement"), for design phase review and complete construction services related to the Municipal Complex Renovation Project, located at 201 West Gray Street, Norman, Oklahoma (the "Municipal Complex"). Agreement No. 1 is for the Development Center portion of the project, Amendment No. 2 was for Building 201 (city hall), and Amendment No. 3 covers the additional costs associated with the abatement of asbestos in the Development Center. Amendment No. 4 is for the Municipal Court Renovation (Building A). Amendment No. 5 is for the Municipal IT-HR Renovation (Building C). Amendment No. 6 is for the Generator Replacement at Building 201. Unless otherwise set forth herein, all capitalized terms used in this Sixth Amendment shall have the meanings ascribed to them in the Agreement.

B. Pursuant to Section 2.2 of the Agreement, (i) once the drawings and specifications are complete, and after the award of subcontracts to subcontractors, the Construction Manager shall propose a guaranteed maximum price ("GMP"), which shall be the sum of all subcontracts, lump sum self-perform amounts, including allowances and contingencies, and the Construction Manager's fee.

C. The Construction Manager has submitted the GMP Proposal based on the bids received.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, other such good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the promises and covenants set forth below, NMA and the Construction Manager hereby agree as follows:

1. GMP Established. The Construction Manager's guaranteed maximum price for the Work inclusive of all subcontracts, lump sum self-perform amounts, including allowances and contingencies and the Construction Manager's fee, is hereby agreed to be

Contract No. K-1920-133
Amendment No. 6

\$362,978.56. The GMP is the total compensation from the City to the Construction Manager for its fee for the performance of the work in accordance with Contract Documents and pursuant to any of the following documents, as applicable:

A. Basis for GMP. A written statement of its basis for the GMP proposal is attached hereto as Exhibit A and incorporated herein by reference.

B. Documents. A list of the Drawings and Specifications, including all addenda that were used in preparation of the GMP Proposal, is attached hereto as Exhibit B and incorporated herein by reference.

C. Allowances. A list of allowances related to the Work and a statement of their basis is attached hereto as Exhibit C and incorporated herein by reference.

D. Assumptions. A list of the assumptions and clarifications made by the Construction Manager in the preparation of the GMP Proposal to supplement the information contained in the Drawings and Specifications is attached hereto as Exhibit D and incorporated herein by reference.

E. Proposed GMP. The proposed GMP, including a statement of the estimated cost organized by trade categories, allowances, contingency, General Conditions, and other items and the Fee that comprise the GMP is attached hereto as Exhibit E and incorporated herein by reference.

F. Substantial Completion. The Substantial Completion date upon which the GMP Proposal is based and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based is attached hereto as Exhibit F and incorporated herein by reference.

I. Acceptance Period. The time limit for acceptance of the GMP Proposal is attached hereto as part of Exhibit I.

2. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.


3. Non-Default. By executing this Sixth Amendment, the Construction Manager affirmatively asserts that (i) NMA is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of this Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

[SIGNATURES ON FOLLOWING PAGES]

Contract No. K-1920-133
Amendment No. 6

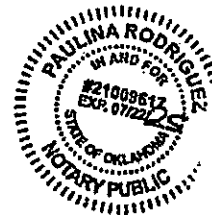
IN WITNESS WHEREOF, the Parties have executed this SIXTH AMENDMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Chairperson of the Norman Municipal Authority.

**CONSTRUCTION MANAGER
(CROSSLAND CONSTRUCTION COMPANY, INC.)**

By: 
Name: Arman Steepes
Title: VP-ORC
Date: 7.2.24

ATTEST:


By: Paulina Rodriguez
Subscribed and sworn to me this 2 day of July, 2024.



Commission Number: 21009617
Expiration Date: 07/22/25

NORMAN MUNICIPAL AUTHORITY

Reviewed and approved for form and legality this 5th day of July, 2024.


Office of the General Counsel

Approved by The City of Norman on this _____ day of July, 2024.

By: _____
Larry Heikkila, Mayor

ATTEST:

By: _____
Brenda Hall, City Clerk

CROSSLAND

CONSTRUCTION COMPANY, INC.

Exhibit A – Basis for GMP
K-1920-113 – Generator Replacement
July 2nd, 2024

408 NE 145th Place
 Oklahoma City, OK 73013
 tel 405.748.5043
 fax 405.748.7214

Brenda Hall
 City Clerk
 City of Norman

RE: City of Norman Generator Replacement
 Recommendation Award Letter Bid Package #01 - Letter #1

Dear Mrs. Hall,

For the above referenced project, we are proposing a guaranteed maximum price (GMP) of three hundred sixty-two thousand, nine hundred seventy-eight dollars and fifty-six cents (\$362,978.56).

Bids for the City of Norman Generator Replacement – Bid Package #1, were received and publicly read aloud in the city council chambers at 201 W Gray St. Norman, OK on June 11th, 2024, at 2:00 PM CST. The bidding process was conducted in accordance with the Oklahoma Public Competitive Bidding Act, 61 O.S. 1974, §101

Crossland Construction Company has reviewed the bids for qualifications, completeness, responsiveness, cost, & best value to the owner. For additional information, see breakout pages & summaries below.

Subcontractor / Supplier


Total

GMP 1 (BP1):

1A General Trades (Crossland Construction)	\$48,698
<ul style="list-style-type: none"> Crossland Construction is recommending responsive low bidder, Total Demo, for this trade contract. Scope includes the entirety of trade contract 2A as detailed in Bid Package #01 documents. 	
26A Electrical (Guerrero Electric)	\$188,150
<ul style="list-style-type: none"> Crossland Construction is recommending responsive low bidder, Crossland, for this trade contract. Scope includes the entirety of trade contract 3A as detailed in Bid Package #01 documents. 	

Please contact me should you have any questions.

Sincerely,


 Aaron Stoops
 Vice President
 Crossland Construction Company

Enc: Bid Tab & Cost Summary, Allowances, Divisional Bid Tabs, General Conditions Matrix, & Project Requirements

Project Documents List**Generator Replacement**

Drawings Dated 2.16.24 from The McKinney Partnership Architects:

NO.	SHEET TITLE
A0.0~	GENERAL INFORMATION
	ARCHITECTURAL
D1.0	DEMOLITION ENLARGED SITE PLAN
D1.1	DEMOLITION ELEVATION
A1.0	ENLARGED SITE PLAN
A1.1	SITE PLAN DETAILS
A2.0	SITE PLAN - NORMAN STREET FACILITY - ADD ALTERNATE #01
	ELECTRICAL
E0.1	ELECTRICAL NOTES & LEGEND
E1.1	ELECTRICAL POWER PLAN
E1.2	ELECTRICAL ENLARGED POWER PLAN
E1.3	ELECTRICAL SITE PLAN - NORMAN STREET FACILITY - ADD ALTERNATE #01
E2.1	ELECTRICAL SCHEDULES AND RISER
E2.2	ELECTRICAL PANEL SCHEDULES
E2.3	ELECTRICAL PANEL SCHEDULES

Specifications Dated February 16th, 2024 from The McKinney Partnership Architects:

PROCUREMENT AND CONTRACTING REQUIREMENTS

DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

- 000110 - Table of Contents
- Structural Engineers Table of Contents
- MEP Engineers Table of Contents
- 004325 - Substitution Request Form - During Procurement

SPECIFICATIONS

DIVISION 01 -- GENERAL REQUIREMENTS

- 012000 - Price and Payment Procedures
- 012500 - Substitution Procedures
- 013000 - Administrative Requirements
- 014000 - Quality Requirements
- 016000 - Product Requirements
- 017000 - Execution and Closeout Requirements
- 017800 - Closeout Submittals
- 017900 - Demonstration and Training

DIVISION 02 -- EXISTING CONDITIONS

- 024100 - Demolition

DIVISION 03 -- CONCRETE - REFER TO THE ATTACHED KFC ENGINEERING TABLE OF CONTENTS

DIVISION 04 -- MASONRY

- 042000 - Unit Masonry

DIVISION 07 -- THERMAL AND MOISTURE PROTECTION

- 079200 - Joint Sealants

DIVISION 32 -- EXTERIOR IMPROVEMENTS

- 321623 - Sidewalks
- 323119 - Decorative Metal Fences and Gates

END OF SECTION

Section	Section Title	pages
	Structural Specification Table of Contents (KFC)	1-1
DIVISION 03 -- CONCRETE		
	03 3000 -- Cast In Place Concrete (KFC)	1-6

Other reports to be included as part of the contract documents:

Crossland Construction -- Bid Package #1 Dated 5/21/24

CM Addendum #1 dated 5.24.24

Allowances

- **No Allowances are assumed for this project**

Assumptions.

1. No assumptions.

**Proposed GMP
Bid Tab**

**CON Generator Upgrade
Bid Package # 1
Bid Tab**

CROSSLAND
CONSTRUCTION COMPANY, INC.

CON Generator Upgrade

Bid Package # 1

Subcontractor

Date:	7/3/2024		
BP#	Description	Bid Price	Subcontractor
1A	General Trades	\$ 48,698.00	Crossland Construction
26A	Electrical	\$ 188,150.00	Guerrero Electric
	Subtotal Direct Costs	\$ 236,848.00	
	Construction Contingency	\$ 11,842.40	
	General Conditions	\$ 53,910.00	
	Project Requirements	\$ 49,720.00	
	Insurance	\$ 2,013.21	
	Construction Management Fee	\$ 8,644.95	
	Construction Total	\$ 362,978.56	

Trade Specific Bid Tabs

COM Generator Upgrade Bid Package 01									
Trade Estimate Worksheet SA General Trades									
Trade Estimate Worksheet									
Contractor	Overhead Construction								
Base Bid	\$	66,944.00							
LS 1	\$	17,022.00							
Total of Alternates	\$	66,944.00	1	2	3	4	5	6	7
Storage Line Bid									
Base Bid	Overhead Construction	\$	43,996.00						
LS 1	Overhead Construction	\$	64,096.00						
Trade Estimate Worksheet SA General Trades									
Trade Estimate Worksheet									
Contractor	General Electric								
Base Bid	\$	155,130							
LS 1	\$	112,473							
Total of Alternates	\$	267,603	1	2	3	4	5	6	7
Storage Line Bid									
Base Bid	General Electric	\$	155,130						
LS 1	General Electric	\$	112,473						

Project Requirements

Project Requirements			Project Duration (mo)		2
			Total SF		0
CON Generator Upgrade			CROSSLAND CONSTRUCTION COMPANY, INC.		
Construction Services		\$	Cost Type	Notes for Clarity	
1	CM Field Office, Furniture, & Furnishings	\$ -	NC	\$	-
2	Office Supplies	\$ 900.00	PRs		\$450 @ 2 mo & \$0
3	Project Sign	\$ -	NC		
4	Superintendent Vehicles	\$ 2,400.00	PRs		\$1200 @ 2 mo & \$0
4	PM Vehicles	\$ 2,400.00	PRs		\$1200 @ 2 mo & \$0
5	Superintendent Fuel Expense	\$ 1,200.00	PRs		\$600 @ 2 mo & \$0
5	PM Fuel Expense	\$ 1,200.00	PRs		\$600 @ 2 mo & \$0
6	Jobsite Radios/Phones & Internet	\$ 600.00	PRs		\$300 @ 2 mo & \$0
7	Copy Machine & Maintenance	\$ 200.00	PRs		\$100 @ 2 mo & \$0
8	Computers, Usage, & Maintenance	\$ -	NC		No Charge
9	Reproduction & Plan Software	\$ 1,250.00	PRs		\$250 @ 1 mo & \$1000
10	Field Office Telephone & Internet	\$ -	NC		\$0 @ 0 mo & \$0
11	Postage & Expressage	\$ -	NC		No Charge
12	Office Janitorial	\$ -	NC		
13	Mobilization / Demobilization	\$ 1,500.00	PRs		\$1500 @ 1 ea & \$0
14	Punchlist/Misc	\$ 2,400.00	PRs		\$1200 @ 2 wks & \$0
15	Construction Photos, Drone, & Videos	\$ 400.00	PRs		\$200 @ 2 mo & \$0
16	Job Meetings & Ceremony Expenses	\$ -	NC		No Charge
17	Record Drawings / Closeout Manuals	\$ -	NC		No Charge
18	Material Handling	\$ 5,000.00	PRs		\$0.5 @ 10000 sf & \$0
19	Temporary Electric Service	\$ -	Owner		\$0.62 @ 0 sf & \$0
20	Temporary Water	\$ 1,300.00	PRs		\$650 @ 2 mo & \$0
21	Temporary Gas	\$ -	Owner		\$0 @ 0 sf & \$0
22	Temporary Construction Services: Fencing	\$ 3,000.00	PRs		\$14 @ 200 lf & \$200
23	Security	\$ -	NC		No Charge
24	Temporary Toilets	\$ 3,070.00	PRs		\$365 @ 4 ea per mo & \$150
24	Water/Ice	\$ 200.00	PRs		\$100 @ 1 ea per mo & \$0
25	Temporary Tool /Storage Trailers	\$ 1,700.00	PRs		\$350 @ 1 ea per mo & \$1000
26	Dumpsters	\$ 3,000.00	PRs		\$500 @ 3 ea per mo & \$0
27	Safety	\$ 1,000.00	PRs		\$0.1 @ 10000 sf & \$0
28	Weekly Cleanup	\$ 3,000.00	PRs		\$1500 @ 2 mo & \$0
29	Final Cleanup	\$ 5,000.00	PRs		\$0.5 @ 10000 sf & \$0
30	Meals & Lodging	\$ -	Cost of Work		
31	Utility Connection Permits	\$ -	Cost of Work		
32	Concrete Testing & Inspections	\$ -	Owner		
33	Operational Permits	\$ -	Cost of Work		
34	Testing Laboratory Services	\$ -	Owner		
35	Building Permit	\$ -	Owner		
36	Misc Site Repairs/Sod at Demobilization	\$ 1,500.00	PRs		
37	Site Survey Control Points	\$ 2,000.00	PRs		\$2000 @ 1 ea & \$0
38	Dewatering	\$ 2,500.00	PRs		\$250 @ 10 days & \$0
39	Temporary Heat	\$ 3,000.00	PRs		\$100 @ 30 days & \$0
40	Floor Protection	\$ -	PRs		\$0.09 @ 0 sf & \$0
Total Construction PRs		\$ 49,720.00			

General Conditions

General Conditions		CROSSLAND								
CON Generator Upgrade		CONSTRUCTION COMPANY, INC.								
Team Members	(\$/hr)	Staff Assignments	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Total Hours	Total \$	
Construction Staffing			1	2	3	4	5			
TBD	\$ 125	Sr. Project Manager						0	\$ -	
TBD	\$ 105	Project Manager	87	87				174	\$ 18,270.00	
TBD	\$ 80	Asst. Project Manager						0	\$ -	
TBD	\$ 70	Project Engineer						0	\$ -	
TBD	\$ 100	Project Superintendent	173	173				346	\$ 34,600.00	
TBD	\$ 85	Asst. Superintendent						0	\$ -	
TBD	\$ 75	Field Engineer						0	\$ -	
TBD	\$ 65	Safety Inspector	8	8				16	\$ 1,040.00	
								536	\$ 53,910.00	

Substantial Completion

Substantial Completion is set as April 1st, 2025. This is based on this amendment being executed within the acceptance period listed in Exhibit I.

Acceptance Period

1. Acceptance of GMP No. 6 is required on or before July 9th, 2024.
2. Should the pricing and terms of the GMP Amendment No. 6 not be accepted prior to the above referenced date, the pricing for the scope of work included with GMP Amendment No. 6 will be null and void and the work will be re-advertised and re-bid.

CON Generator Upgrade
Bid Package # 1
Bid Tab

CROSSLAND
CONSTRUCTION COMPANY, INC.

CON Generator Upgrade		Bid Package # 1	Subcontractor	Alternate 1 -
Date:	6/18/2024			
BP#	Description	Bid Price	Subcontractor	Bid Price
1A	General Trades	\$ 48,698.00	Crossland Construction	\$ 17,400.00
26A	Electrical	\$ 188,150.00	Guerrero Electric	\$ 131,473.00
	Subtotal Direct Costs	\$ 236,848.00		\$ 148,873.00
	Construction Contingency	\$ 11,842.40		\$ 7,443.65
	General Conditions	\$ 82,620.00		
	Project Requirements	\$ 45,870.00		
	Insurance	\$ 2,013.21		\$ 1,265.42
	Construction Management Fee	\$ 8,644.95		\$ 5,433.86
	Construction Total	\$ 387,838.56		\$ 163,015.94
			Accepted?	Y
Base BP#01 Total w/Accepted Alternates		\$ 550,854.50		